Association of Consulting Architects
The Business of Architecture

INDUSTRIAL AWARDS

Manufacturing & Associated Industries & Occupations Award 2020

Modern Award Number MA 000010
with 2026–2027 pay rates
applies from 1 July 2026

ACA
MEMBER
RESOURCE

national@aca.org.au
www.aca.org.au

Association of Consulting Architects
The Business of Architecture

Manufacturing and Associated Industries and Occupations Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 July 2026 (PR799280, PR799291 and PR799448).

Clause(s) affected by the most recent variation(s):

20—Minimum rates

21—Apprentice minimum rates

24—Trainee minimum rates

30—Allowances and special rates

54—Allowances and related matters—vehicle manufacturing employees

57—Overtime—vehicle manufacturing employees

Schedule C—Summary of Hourly Rates

Schedule D—Summary of Monetary Allowances

Schedule E—Supported Wage System

Schedule G—National Training Wage

Table of Contents

PART 1— APPLICATION AND OPERATION OF THIS AWARD 4

1. Title and commencement 4
2. Definitions 4
3. The National Employment Standards and this award 9
4. Coverage 9
5. Individual flexibility arrangements 13
6. Requests for flexible working arrangements 15
7. Facilitative provisions 15

PART 2— TYPES OF EMPLOYMENT 18

8. Types of employment 18
9. Full-time employees 18
10. Part-time employees 18
11. Casual employees 19
12. Apprentices 20
13. School-based apprentices 23
14. Cadets 23
15. Trainees 27
16. Unapprenticed juniors 27

PART 3— HOURS OF WORK 27

17. Ordinary hours of work and rostering 27

18. Breaks ... 31
19. Ship trials ... 32
PART 4— WAGES, ALLOWANCES AND CLASSIFICATIONS ... 33
20. Minimum rates ... 33
21. Apprentice minimum rates ... 38
22. Adult apprentice minimum rates ... 45
23. Cadet minimum rates ... 45
24. Trainee minimum rates ... 47
25. Unapprenticed junior minimum rates ... 49
26. Extra rates not cumulative ... 51
27. Payment of wages ... 51
28. Annualised wage arrangements ... 52
29. Employer and employee duties ... 54
30. Allowances and special rates ... 54
31. Superannuation ... 66
PART 5— OVERTIME AND PENALTY RATES ... 68
32. Overtime ... 68
33. Penalty Rates ... 73
PART 6— LEAVE AND PUBLIC HOLIDAYS ... 76
34. Annual leave ... 76
35. Personal/carer's leave and compassionate leave ... 80
36. Parental leave and related entitlements ... 80
37. Community service leave ... 80
38. Family and domestic violence leave ... 81
39. Absence from duty ... 81
40. Public holidays ... 81
PART 7— WORKPLACE DELEGATES, CONSULTATION AND DISPUTE RESOLUTION ... 82
40.A Workplace delegates rights ... 82
41. Consultation about major workplace change ... 85
42. Consultation about changes to rosters or hours of work ... 85
43. Dispute resolution ... 86
44. Dispute resolution procedure training leave ... 87
PART 8— TERMINATION OF EMPLOYMENT AND REDUNDANCY ... 88
45. Termination of employment ... 88
46. Redundancy ... 88
PART 9— VEHICLE MANUFACTURING EMPLOYEES ... 91
47. Coverage of Part 9 of this award ... 91
48. Casual loading for vehicle manufacturing employees in the technical field ... 91
49. Payment of fees for vehicle manufacturing trainees ... 91
50. Ordinary hours of work—shiftworkers—vehicle manufacturing employees ... 91
51. Meal break—vehicle manufacturing employees in the technical field ... 92
52. Tea breaks—Vehicle manufacturing employees ... 92
53. Junior tracers in the technical field—vehicle manufacturing employees ... 92

54. Allowances and related matters—vehicle manufacturing employees 93
55. Accident Pay—vehicle manufacturing employees 94
56. Shiftwork and rates—vehicle manufacturing employees 96
57. Overtime—vehicle manufacturing employees 98

SCHEDULE A —CLASSIFICATION STRUCTURE AND DEFINITIONS 101

SCHEDULE B —VEHICLE MANUFACTURING EMPLOYEES—SKILL LEVEL DEFINITIONS—TRADES, NON-TRADES, POST-TRADES, DRIVERS, TECHNICIANS/ TECHNICAL OFFICERS AND SUPERVISORS/TRAINERS/COORDINATORS 117

SCHEDULE C —SUMMARY OF HOURLY RATES 133

SCHEDULE D —SUMMARY OF MONETARY ALLOWANCES 139

SCHEDULE E ——SUPPORTED WAGE SYSTEM 145

SCHEDULE F— SCHOOL-BASED APPRENTICESHIPS 148

SCHEDULE G —NATIONAL TRAINING WAGE 149

SCHEDULE H —AGREEMENT FOR TIME OFF INSTEAD OF PAYMENT FOR OVERTIME 157

SCHEDULE I —AGREEMENT TO TAKE ANNUAL LEAVE IN ADVANCE 158

SCHEDULE J —AGREEMENT TO CASH OUT ANNUAL LEAVE. 159

Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the *Manufacturing and Associated Industries and Occupations Award 2020*.

1.2 This modern award, as varied, commenced operation on 1 January 2010.

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

2. Definitions

[Varied by PR733979, PR744246, PR774715, PR777237. PR795818]

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 12—Apprentices.

afternoon shift, for employees other than Vehicle Manufacturing employees covered by clause 4.8(a)(xi), has the meaning given in clause 33.2(b)(i).

afternoon shift, for Vehicle Manufacturing employees covered by clause 4.8(a)(xi), has the meaning given in clause 55.1(a)(i).

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.

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

apprentice includes an adult apprentice.

boiler attendant or fireperson—first class means a boiler attendant or fireperson who attends to 2 or more boilers or 2 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.

[Definition of **casual employee** inserted by PR733979 from 27Sep21; varied by PR777237 from 27Aug24]

casual employee has the meaning given by section 15A of the Act.

NOTE: Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

casual ordinary hourly rate means the hourly rate for a casual employee for the employee's classification specified in clause 20—Minimum rates, inclusive of the casual loading. Where an

employee is entitled to an all-purpose allowance, this allowance forms part of that employee's ordinary hourly rate.

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;

(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; and

(c) work on the inside of tanker type vehicles such as those used in carrying petrol, milk, flour, cement and the like, but not other work on vehicles.

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

[Definition of **employee organisation** inserted by PR774715 (quashed by [2025] FCAFC 187); inserted by PR795818 from 01Jul24]

employee organisation has the meaning given by section 12 of 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:

(d) when 2 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

(e) 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

(f) 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

(g) 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 3 broad engineering streams recognised within the classification definitions set out in Schedule A—Classification Structure and Definitions namely, electrical/electronic, mechanical and fabrication. The streams are defined as the:

(a) **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.

(b) **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.

(c) **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.

[Definition of **enterprise** inserted by PR774715 (quashed by [2025] FCAFC 187); inserted by PR795818 from 01Jul24]

enterprise has the meaning given by section 12 of the Act.

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:

(d) the boiler attendant or fireperson employed at a plant where 3 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

(e) the boiler attendant or fireperson employed at a plant where 3 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 2 or more of the other boiler attendants or firepersons.

leading boiler attendant or fireperson—second class means:

(f) the boiler attendant or fireperson employed at a plant where 2 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

(g) the boiler attendant or fireperson employed at a plant where 2 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.

manufacturing and associated industries and occupations has the meaning given in clause 4.8.

metal and engineering competency standards means the standards referred to in the National Metal and Engineering Competency Standards Implementation Guide distributed by

the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee.

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

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

night shift, for employees other than Vehicle Manufacturing employees covered by clause 4.8(a)(xi), has the meaning given in clause 33.2(b)(iii).

night shift, for Vehicle Manufacturing employees covered by clause 4.8(a)(xi), has the meaning given in clause 55.1(a)(ii).

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

ordinary hourly rate means the hourly rate for the employee's classification specified in clause 20—Minimum rates, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes.

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

(h) 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

(i) 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.

rostered shift means any shift of which the employee concerned has had at least 48 hours' notice.

ship repairs means:

(j) all repair work done on ships; or

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

(l) 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.

[Definition of **small business employer** inserted by PR774715 (quashed by [2025] FCAFC 187); inserted by PR795818 from 01Jul24]

small business employer has the meaning given by section 23 of the Act

special class boiler attendant or fireperson means a boiler attendant or fireperson in charge of boilers with an evaporation capacity of 45,000 kg or more per hour.

standard rate means the minimum hourly rate prescribed for the C10/V5 level in clause 20.1.

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 2 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 2 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:

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

(i) 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

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

(n) in assisting in the operations set out in (a)(i) and/or (a)(ii) by:

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

(ii) the recording or tabulating of results; or

(iii) any other means.

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

vocational fields are the 5 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:

(a) **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.

(b) **technical field** which includes:

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

(ii) 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

(iii) design and draughting and like work.

(c) **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.

(d) **supervisor/trainer/coordinator field** which includes employees who are or who are mainly:

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

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

(iii) 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.

[Definition of **professional field** varied by PR744246 ppc 01Aug22]

(e) **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. The National Employment Standards and this award

3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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

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

4. Coverage

[Varied by PR744246]

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 4.8(a) or (b) unless such an employer employs an employee covered by clause 4.8(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) exempt employers and employees, as set out in clause 4.10.

4.3 This award does not cover:

(a) employees excluded from award coverage by the Act;

(b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

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

4.4 This award covers any employer which supplies labour on an on-hire basis in the manufacturing and associated industries and occupations 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 those industries.

4.5 This award covers any employer which supplies on-hire employees in occupations set out in clause 4.8(c) covered by the 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.

4.6 Clauses 4.4 and 4.5 operate subject to exclusions from coverage in this award.

4.7 This award covers employers which provide group training services for apprentices and/or trainees engaged in the manufacturing and associated industries and occupations and/or parts of those industries and/or occupations set out at clause 4.8 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 in clause 4.8 are being performed. Clause 4.7 operates subject to the exclusions from coverage in this award.

4.8 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 4.9; or
- the materials or substances set out in clause 4.9; or
- any products, structures, articles, parts or components made from, or containing, the materials or substances set out in clause 4.9.

(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 4.8(a)(i).

(iii) the repair, refurbishment, reconditioning, maintenance, installation, testing and fault finding of:

- any of the items referred to in clause 4.8(a)(i); or
- floor covering; or
- plant, equipment and buildings (including power supply) in the industries and parts of industries referred to in clauses 4.8(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.

(xi) the industries and parts of industries in clause 4.8(a)(xii) in respect of:

- employers and employees who were covered by section 2—Vehicle Manufacturing Employees, Section 3—Drafting, Planning and Technical Employees, and Section 4—Supervisory Employees of the *Vehicle Manufacturing, Repair, Services and Retail Award 2010* on 28 May 2020; and
- employers established on or after 29 May 2020 that are principally engaged in one or more of the industries or parts of industries in clause 4.8(a)(xii) but excluding employers and employees covered by the *Vehicle Repair, Services and Retail Award 2020.*

NOTE: Clauses 4.8(a)(xi) and (xii) do not disturb the meaning and effect of other coverage provisions in clause 4.

(xii) For the purposes of clause 4.8(a)(xi), the industries and parts of industries are:

- the manufacturing, assembling or repairing of carriages, carts, wagons, trucks, motor cars, bodies, motorcycles, railway cars, tram cars, side-cars or other vehicles or parts or components or accessories in wood, metal and/or other materials; and

- manufacturing, assembling, fabricating, installing, servicing, maintaining, reconditioning or repairing of engines or vehicle servicing equipment and agricultural machinery or implements or the like.

(xiii) Clauses 4.8(a)(xi) and (xii) operate from 29 May 2020.

(b) the provision of any of the operations or services set out in clause 4.8(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.

4.9 For the purposes of clause 4.8(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 flowerpots.

(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 terepthalate, 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.

(oo) cork and cork products.

4.10 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.

[4.10(i) varied by PR744246 ppc 01Aug22]

(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 an award with occupational coverage.

5. Individual flexibility arrangements

[5—Award flexibility renamed and substituted by PR740144 ppc 02May22]

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

(a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

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

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

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

(a) give the employee a written proposal; and

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

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

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

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

5.7 An agreement must be:

(a) in writing; and

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

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

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

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

5.11 An agreement may be terminated:

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

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

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement

set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).

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

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

6. Requests for flexible working arrangements

[6 substituted by PR763204 by ppc 01Aug23]

Requests for flexible working arrangements are provided for in the NES.

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 43—Dispute resolution and/or under section 65B of the Act.

7. Facilitative provisions

[Varied by PR733979, PR751036; corrected by PR761389]

7.1 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 7.2, 7.3 and 7.4.

(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.

7.2 Facilitation by individual agreement

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

Clause number	Provision
10.2	Minimum engagement for part-time employees
10.4	Variation to hours of part-time employment
11.3	Minimum engagement for casuals
17.7	Make-up time
18.5(b)	Meal break
28	Annualised wage arrangements
30.2(c)(iv)	Tool allowance
32.8	Time off instead of payment for overtime
32.11(e)	Rest break

Clause number	Provision
32.12(e)	Rest period after overtime
34.6	Electronic funds transfer (EFT) payment of annual leave
34.12	Annual leave in advance
34.13	Cashing out of annual leave
40.4	Substitution of public holidays by agreement
47	Casual loading for vehicle manufacturing employees in the technical field
57.1	Time off in lieu of overtime—Vehicle manufacturing employees
57.2	Overtime crib breaks—Vehicle manufacturing employees

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

7.3 Facilitation by majority or individual agreement

[7.3(a) varied by PR733979 from 27Sep21]

(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
17.2(c)	Ordinary hours of work for day workers on weekends
17.22(d)	Variation to the spread of hours for day workers
17.5	Methods of arranging ordinary working hours
18.1(b)	Working in excess of 5 hours without a meal break
27.1(b)	Payment of wages
33.2(c)	Variation to the spread of hours for shiftworkers

(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 7.3(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 7.3(b), the employer may reach agreement with individual employees in the workplace or a section or sections of it and the 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.

7.4 Facilitation by majority agreement

[7.4(a) varied by PR751036; corrected by PR761389 ppc 01May23]

(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
17.3(e)	Ordinary hours of work, continuous shiftworkers
17.4(d)	Ordinary hours of work, non-continuous shiftworkers
17.5(c)	12 hour shifts
33.2(j)(v)	Public holiday shifts
34.5	Conversion of annual leave to hourly entitlement
50.1	Ordinary hours of work—continuous shiftwork – vehicle manufacturing employees
50.2	Ordinary hours of work—other than continuous shiftwork—vehicle manufacturing employees
51	Meal break—vehicle manufacturing employees in the technical field

(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 7.4(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
17.3(e)	Ordinary hours of work, continuous shiftworkers
17.4(d)	Ordinary hours of work, non-continuous shiftworkers
27.1(b)	Payment of wages

(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.

7.5 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 7.3(a) and 7.4 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.

Part 2—Types of Employment

8. Types of employment

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

(a) full-time;

(b) part-time; or

(c) casual.

9. Full-time employees

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.

10. Part-time employees

[Varied by PR747335]

10.1 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.

10.2 A part-time employee must be engaged and paid for a minimum of 4 consecutive hours per shift. In order to meet their personal circumstances a part-time employee may request and the employer may agree to an engagement for no less than 3 consecutive hours per day or shift. The agreement reached must be recorded by the employer on the employee's time and wages record.

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

(a) the hours to be worked by the employee, the days on which they will be worked and the starting and finishing times for the work; and

(b) the classification applying to the work to be performed in accordance with Schedule A—Classification Structure and Definitions.

10.4 The terms of the agreement in clause 10.3 may be varied by consent in writing.

10.5 The employer must retain a copy of any agreement or variation made under clause 10.3 or 10.4 and provide a copy to the employee.

10.6 Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 10.3 and 10.4.

10.7 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.

10.8 A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 10.3 and 10.4 must be paid overtime in accordance with clause 32—Overtime.

10.9 Public holidays

[10.9(a) varied by PR747335 ppc 14Nov22]

(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, the employee must not lose pay for the day or part day.

(b) Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 17.2(h), 33.1(b), 33.2(j) and 32.7.

11. Casual employees

[Varied by PR723998, PR733979, PR777237]

[11.1 deleted by PR733979 from 27Sep21]

11.1 Casual loading

[11.2 renumbered as 11.1 by PR733979 from 27Sep21]

(a) For working ordinary time, a casual employee must be paid:

(i) the ordinary hourly rate for the work being performed; plus

(ii) a loading of **25%** of the ordinary hourly rate.

(b) The casual loading constitutes part of the casual employee's all-purpose rate.

(c) The resulting rate is the **casual ordinary hourly rate**.

[11.1(d) varied by PR723998 ppc 20Nov20]

(d) Where this award refers to a penalty rate or shift loading as being calculated as a percentage of the ordinary hourly rate, that reference will (for a casual employee) instead be taken to be a reference to the casual ordinary hourly rate if the entitlement is applicable to a casual employee.

(e) The **25%** casual loading in clause 11.2 does not apply to vehicle manufacturing employees in the technical field covered by clause 4.8(a)(xi). The casual loading for these employees is prescribed in clause 47 in Part 9—Vehicle manufacturing employees of this award.

[11.3 renumbered as 11.2 by PR733979 from 27Sep21]

11.2 On each occasion a casual employee is required to attend work the employee must be paid for a minimum of 4 consecutive hours' work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for no less than 3 consecutive hours.

[11.4 renumbered as 11.3 by PR733979 from 27Sep21]

11.3 When engaging a casual employee, the employer must inform the employee:

(a) that the employee is being engaged as a casual employee;

[11.3(b) varied by PR733979 from 27Sep21]

(b) of the name of their employer; and

[11.3(c) varied by PR733979 from 27Sep21]

(c) of their classification level and rate of pay.

[11.3(d) deleted by PR733979 from 27Sep21]

11.4 Changes to casual employment status

[New 11.4 inserted by PR733979 from 27Sep21; renamed and substituted by PR777237 from 27Aug24]

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Act and/or under clause 43—Dispute resolution.

[11.5 deleted by PR733979 from 27Sep21]

[11.6 deleted by PR733979 from 27Sep21]

12. Apprentices

12.1 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 12 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 12.

12.2 For the purposes of clause 12, apprenticeship authority means a State or Territory training authority with the responsibility for the apprenticeship.

12.3 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.

12.4 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 the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, or its successors and endorsed by Innovation and Business Skills Australia or its successor. Such apprenticeships include but are not limited to the following trades: Engineering / Vehicle Tradesperson (Mechanical), Engineering / Vehicle Tradesperson (Fabrication), Engineering / Vehicle 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.

12.5 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/V5 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/V8 level of work, they must be classified at the C7/V8 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/V8 level Special Class Tradesperson, as determined from time to time by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, and as endorsed by Australian Industry Skills Committee. Each apprentice must also complete the requirements for a trade certificate as defined in clause 12.4, 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/V10 level Advanced Engineering Tradesperson, as determined from time to time by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, and as endorsed by Australian Industry Skills Committee. Each apprentice must also complete the requirements for a trade certificate as defined in clause 12.4, and a Certificate IV in Engineering as part of the training program leading to the completion of the Diploma of Engineering.

12.6 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.

12.7 The nominal period of the apprenticeship is 4 years; however, this period may be varied as follows:

(a) to make up for lost time as set out in clause 12.16; 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 6 months in Stage 3 and 12 months in Stage 4 in the Advanced Engineering Tradesperson apprenticeship where required to complete the competencies.

12.8 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 the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, 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.

12.9 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.

12.10 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 3 months.

12.11 Apprentice conditions of employment

(a) Except as provided in clause 12 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. Clause 12.11(a)(ii) operates subject to the provisions of Schedule G—.

(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 6 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 12.11(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 clause 12.11(c) will not apply where the apprentice could attend an alternate RTO and the use of the more distant RTO is not agreed between the employer and the apprentice.

(ii) For the purposes of clause 12.11(c) 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 clause 12.11(c) 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 clause 12.11(c) 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.

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

12.13 The minimum rates applying to apprenticeships are dealt with in clause 0 and no apprentice is to work under a system of payment by results.

12.14 In order to undertake trade training in accordance with clauses 12.4 and 12.5 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.

12.15 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 contract.

12.16 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 21.7 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.

12.17 Competency based progression

(a) For the purpose of competency based wage progression in clauses 0 and 0 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 competency points / competencies specified in clause 21.7 for that stage of the apprenticeship.

The competencies 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 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 12.17(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 clause 12.17, 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 clause 12.17 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 12.17(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 12.17(a)(iii) or on a date as determined under the dispute resolution process in clause 12.17(b).

13. School-based apprentices

For provisions applying to school-based apprentices see Schedule F-School based apprenticeships.

14. Cadets

14.1 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/V12 level. 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.

14.2 Technology Cadets

(a) For the purposes of clause 14.2:

(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 Australian Industry Skills Committee and leads to a qualification under the Australian Qualifications Framework (AQF).

(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 *Training and Tertiary Education Act 2003* (ACT);
- In **New South Wales**, the *Apprenticeship and Traineeship Act 2001* (NSW).
- In the **Northern Territory,** the Training and Skills Development Act 2016 (NT);
- In **Queensland**, the *Training and Employment Act 2000* (Qld).
- In **South Australia**, the *Training and Skills Development Act 2008* (SA).
- In **Tasmania**, the *Training and Workforce Development Act 2013* (Tas);
- In **Victoria**, the *Education and Training Reform Act 2006* (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 Australian Industry Skills Committee 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 the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, 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 Australian Industry Skills 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 4 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 14.2(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.
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.	**Where a Technology Cadet has completed Stage 1 and progresses to Stage 2** then, subject to clause 14.2(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. **Where a Technology Cadet enters the Cadetship at Stage 2** then, subject to clause 14.2(d), Stage 2 of the Technology Cadetship must not exceed 2 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 2.5 years.
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.	**Where a Technology Cadet has completed Stage 2 and progresses to Stage 3** then, subject to clause 14.2(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.
		Where a Technology Cadet enters the Cadetship at Stage 3 then, subject to clause 14.2(d), Stage 3 of the Technology Cadetship must not exceed 3 years. Provided that, where there

Classification	Entry and progression requirements	Maximum duration of technology cadetship
		has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 3.5 years.
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.	**Where a Technology Cadet has completed Stage 3 and progresses to Stage 4** then, subject to clause 14.2(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.
		Where a Technology Cadet enters the Cadetship at Stage 4 then, subject to clause 14.2(d), Stage 4 of the Technology Cadetship must not exceed 4 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 4.5 years.

(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.

(d) Subject to clause 14.2(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.

(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.

(f) No Technology Cadet is to work shiftwork unless the shiftwork makes satisfactory provision for approved training.

(g) A Technology Cadet is subject to a satisfactory probation period of up to 3 months which may be reduced at the discretion of the employer.

(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:

- 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 14.2(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.

15. Trainees

15.1 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.

15.2 A trainee in the technical field must be allowed reasonable time (not exceeding an average of 8 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.

15.3 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 3 nights per week of 2 hours' lecture or 3 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.

15.4 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.

15.5 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.

16. Unapprenticed juniors

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

Part 3—Hours of Work

17. Ordinary hours of work and rostering

[Varied by PR730919, PR747335]

17.1 Hours of work

(a) Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

(b) Facilitative provisions in clauses 17.2 to 17.5 operate in conjunction with clause 7.3 or clause 7.4 as relevant.

17.2 Ordinary hours of work—day workers

(a) Subject to clause 17.5, 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 for day workers will not exceed 8 per day unless otherwise agreed in accordance with clause 17.5.

(c) 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.

[17.2(d) substituted by PR730919 ppc 01Jul21]

(d) 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 moved up to one hour forward or one hour back by agreement between an employer and:

(i) the majority of employees at the workplace;

(ii) the majority of employees in a discrete section of the workplace; or

(iii) an individual employee.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees.

[New 17.2(e) inserted by PR730919 ppc 01Jul21]

(e) Any change to regular rosters or hours of work is subject to the consultative provisions in clause 42.2.

[17.2(e) renumbered as 17.2(f) by PR730919 ppc 01Jul21]

(f) 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.

[17.2(f) renumbered as 17.2(g) by PR730919 ppc 01Jul21]

(g) Where agreement is reached in accordance with clause 17.2(c), the rate to be paid to a day worker for ordinary time worked is:

(i) between midnight on Friday and midnight on Saturday—**150%** of the ordinary hourly rate; and

(ii) between midnight on Saturday and midnight on Sunday—**200%** of the ordinary hourly rate.

[17.2(g) renumbered as 17.2(h) by PR730919 ppc 01Jul21]

(h) A day worker required to work on a public holiday must be paid for a minimum of 3 hours' work at the rate of **250%** of the ordinary hourly rate. The **250%** rate must be paid to the employee until the employee is relieved from duty.

[17.2(i) inserted by PR747335 ppc 14 Nov22]

(i) **(i)** Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 17.2(h).

17.3 Ordinary hours of work—continuous shiftworkers

(a) Clause 17.3 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The provisions relating to ordinary hours for continuous shiftworkers for these employees are prescribed in clause 49.1 of clause 50.1 of Part 9 – Vehicle manufacturing employees of this award.

(b) **Continuous shiftwork** means worked carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(c) Subject to clause 17.3(e), 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. Any change to regular rosters or ordinary hours of work is subject to the consultative provisions in clause 41.2.

(d) The ordinary hours for continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 17.5.

(e) 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.

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

17.4 Ordinary hours of work—non-continuous shiftworkers

(a) Clause 17.4 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The provisions relating to ordinary hours for non-continuous shiftworkers for these employees are prescribed in clause 50.2 of Part 9 – Vehicle manufacturing employees of this award.

(b) Subject to clause 17.4(d), 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.

(c) The ordinary hours for non-continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 17.5.

(d) 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.

(e) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.

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

17.5 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 17.2(d) 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. Any change to regular rosters or ordinary hours of work is subject to the consultative provisions in clause 41.2.

(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 17.2, 17.3 and 17.4 and clauses 50.1 and 50.2 of Part 9 – Vehicle employees covered by clause 4.8(a)(xi).

(ii) the duration of the work cycle for day workers provided that the duration does not exceed 3 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 4 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 8 hours in any day.

(c) Twelve hour days or shifts

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) Payment for work on other than a rostered shift is in accordance with clause 33.2(g).

17.6 Daylight saving

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

17.7 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

17A. Employee right to disconnect

[17A inserted by PR777968 from 26Aug24]

17A.1 Clause 17A provides for the exercise of an employee's right to disconnect under section 333M of the Act.

NOTE:

(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(1) their employer outside of the employee's working hours,

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

(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.

(c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

(d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.

(e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

17A.2 Clause 17A applies from the following dates:

(a) 26 August 2024—for employers that are not small business employers on this date and their employees.

(b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

17A.3 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

17A.4 Clause 17A.3 does not prevent an employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:

(a) the employee is being paid standing by time under clause 32.14; and

(b) the employer's contact is to notify the employee that they are required to attend or perform work or give other notice about the stand by.

17A.5 Clause 17A.3 does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of a recall to work under clause 32.13 or 57.6.

18. Breaks

18.1 Meal breaks

An employee must not be required to work for more than 5 hours without an unpaid meal break of a minimum of 20 minutes 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 5 hours, an employee must not be required to work for more than 6 hours without 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 5 hours but not more than 6 hours without a meal break. Employees will be paid for the 6th hour at the rate applying immediately prior to the end of the 5th hour.

(c) Clause 50 of Part 9—Vehicle manufacturing employees of this award includes some additional provisions relating to meal breaks for vehicle manufacturing employees engaged in the technical field who are covered by clause 4.8(a)(xi).

18.2 Paid meal breaks—continuous shiftworkers

Continuous shiftworkers are entitled to a 20 minute paid meal break in accordance with clause 17.3(c). Clause 18.2 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

18.3 Paid breaks

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. Clause 18.3 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The rest break provisions for vehicle manufacturing employees are prescribed in clause 51.1 and 51.2 of Part 9—Vehicle manufacturing employees of this award.

18.4 Timing of taking breaks

(a) 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.

(b) An employer may stagger the time of taking meal and rest breaks to meet operational requirements.

18.5 Working through meal breaks

(a) Subject to clause 18.1, an employee must work during meal breaks at the rate of pay applying to the employee immediately prior to the scheduled meal break 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.

(b) Except as otherwise provided in clause 17 and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, an employee must be paid as follows for all work done during meal hours and thereafter until a meal break is taken:

(i) except in circumstances referred to in clauses 18.5(b)(ii), (iii) and (iv): **150%** of the ordinary hourly rate;

(ii) where the unpaid meal break is during ordinary time on a Saturday or Sunday: **200%** of the ordinary hourly rate;

(iii) where the unpaid meal break is during ordinary time on a shift on which the employee is entitled to a **15%** loading: **165%** of the ordinary hourly rate;

(iv) where the unpaid meal break is during ordinary time on a shift on which the employee is entitled a **30%** loading: **180%** of the ordinary hourly rate.

19. 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:

19.1 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.

19.2 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.

19.3 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 pm. If the employee is required to be on board before 7.00 am breakfast must be provided, and if the trial continues after 6.00 pm a light dinner must be provided. Where shifts are being worked, adequate meals must be provided for each shift.

19.4 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.

Part 4—Wages, Allowances and Classifications

20. Minimum rates

[Varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291]

20.1 Adult employee minimum rates

[20.1(a) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(a) An adult employee, other than one specified in clause 20.1(d), within a level specified in the following table will be paid not less than the rate assigned to the appropriate classification, as defined in Schedule A—Classification Structure and Definitions and Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators:

Classification level	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
C14 / V1	978.10	25.74
C13 / V2	1004.90	26.44
C12 / V3	1029.10	27.08
C11 / V4	1062.90	27.97
C10 / V5	1119.10	29.45
C9 / V6	1154.30	30.38
C8 / V7	1189.40	31.30
C7	1221.10	32.13
V8	1224.40	32.22
C6 / V9	1283.10	33.77
C5 / V10	1309.50	34.46
C4 / V11	1344.50	35.38
C3 / V12	1415.00	37.24
C2(a) / V13	1450.20	38.16
C2(b) / V14	1513.70	39.83
Driver classifications		
D1	1076.60	28.33
D2	1089.60	28.67
D3	1102.60	29.02
D4	1118.00	29.42

NOTE: See Schedule C—Summary of Hourly Rates for a summary of hourly rates of pay including overtime and penalty rates.

(b) The rates in clause 20.1(a) prescribe minimum classification rates only. Employees may also be entitled to allowances, loadings or penalties under other clauses of this award.

(c) For the purposes of clause 20.1(a), any entitlement to a minimum rate expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.

(d) The following adult employees are not entitled to the minimum rates set out in the table in clause 20.1(a):

(i) an adult apprentice (see clause 22 – Adult apprentice minimum rates);

(ii) a trainee (see clause 24—Trainee minimum rates);

(iii) an employee receiving a supported wage (see Schedule E—Supported Wage System);); and

(iv) an employee covered by clauses 20.1(f), 20.1(g), 28 or 30.2(f).

(e) Phasing in of 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/V10 level
	1	85% of C5/V10 level
	2	96% of C5/V10 level
	3	100% of C5/V10 level
Associate Diploma or National Advanced Diploma	0	72% of C3/V12 level
	1	79% of C3/V12 level
	2	89% of C3/V12 level
	3	93% of C3/V12 level
	4	100% of C3/V12 level

(f) An employee commencing work in the technical field who is without the appropriate qualification for the C10/V5 level or above (or who is undertaking training in the qualifications prescribed) and who has not met the equivalent standard in accordance with clause 20.2(e) 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/V6 level**
0	83%
1	88%
2	95%
3	100%

(g) **Supervisor/Trainer/Coordinator—Levels I and II**

(i) The minimum hourly rate for a Supervisor/Trainer/Coordinator—Level I is **122%** of the minimum hourly rate 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 rate for a Supervisor/Trainer/Coordinator—Level II is **115%** of the minimum hourly rate paid to the highest paid employee supervised or trained or **113.1%** of the standard rate per hour, whichever is the higher.

(h) A Supervisor/Trainer/Coordinator—Technical is paid an allowance in accordance with clause 30.2(f), instead of the rates in clause 20.2(g).

20.2 Higher duties

(a) An employee engaged for more than 2 hours during one day or shift on duties carrying a higher minimum rate than their ordinary classification must be paid the higher minimum rate for such day or shift.

(b) If engaged on duties carrying a higher minimum rate for 2 hours or less during one day or shift, an employee must be paid the higher minimum rate for the time so worked.

20.3 Supported wage system

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

20.4 National training wage

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

20.5 Classifications

(a) The classification structure and definitions set out in Schedule A—Classification Structure and Definitions and Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators apply to employees covered by this award except where otherwise stated.

(b) Procedure for classifying employees covered by the National Metal and Engineering Competency Standards

(i) Clause 20.6(b) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

(ii) Procedures for classifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide (the Guide) distributed by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee.

(iii) 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 20.6(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 20.6(b)(iv).

(iv) 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.

(v) 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 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 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 to an enterprise.

(vi) 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

(vii) 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 20.6(b), (i), (iv) and (v) also apply.

(c) Procedure for classifying employees not classified by clause 20.6(b)

(i) Clause 20.6(c) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

(ii) 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 A.1 to A.4 and by reference to the indicative tasks in Schedule A.5.

(d) Classification of vehicle manufacturing employees covered by clause 4.8(a)(xi).

(i) Clause 20.6(d) only applies to vehicle manufacturing employees covered by clause 4.8(a)(xi).

(ii) All adult employees (other than apprentices) must be classified according to the structure set out in Schedule B and according to the skill levels and duties required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer. The skill level definitions, according to which employees are to be classified, are set out in Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators.

(iii) Employers must advise each employee in writing of the classification and of any subsequent changes to their classification.

21. Apprentice minimum rates

[Varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291]

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

[21.1 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

For apprentices who commenced their apprenticeship prior to 1 January 2014 the minimum rates for an apprentice, except as provided for in clause 22—Adult apprentice minimum rates, are as set out in the following table, provided that progression through the stages set out in this table is in accordance with clause 21.7:

Relevant attribute of the person at the time of entering into a training agreement as an apprentice								
Stage of apprentice-ship	**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)**	
	Minimum weekly rate	**Minimum hourly rate**	**Minimum weekly rate**	**Minimum hourly rate**	**Minimum weekly rate**	**Minimum hourly rate**	**Minimum weekly rate**	**Minimum hourly rate**
	$	**$**	**$**	**$**	**$**	**$**	**$**	**$**
Stage 1	470.02	12.37	549.08	14.45	566.20	14.90	848.90	22.34
Stage 2	615.51	16.20	615.51	16.20	658.90	17.34	978.10	25.74
Stage 3	839.33	22.09	839.33	22.09	839.33	22.09	1004.90	26.44
Stage 4	984.81	25.92	984.81	25.92	1029.10	27.08	1029.10	27.08

21.2 and an Advanced Engineering Tradesperson apprentice except that in Stage 4 a Higher Engineering Trade apprentice must receive a minimum rate of **88%** of the C7/V8 level and an Advanced Engineering Tradesperson apprentice must receive a minimum rate of **88%** of the C5/V10 level.

21.3 An apprentice who completes a Diploma of Engineering qualification must be paid **95%** of the C5/V10 level minimum rates in the first year after completion of the apprenticeship and subsequently at the C5/V10 level rate of pay, provided that the qualification is relevant to the employment.

21.4 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 rates prescribed for the classification.

21.5 The minimum rates in the table in clause 21.1 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/V5 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/V5 trades rate	55% of the C10/V5 trades rate	The relevant rate applicable to a trainee commencing at year 12 plus one year under National Training Wage Skill Level A.	C14/V1 rate
Stage 3	75% of the C10/V5 trades rate	75% of the C10/V5 trades rate	75% of the C10/V5 rate	C13/V2 rate
Stage 4	88% of the C10/V5 trades rate	88% of the C10/V5 trades rate	C12/V3 rate	C12/V3 rate

21.6 Minimum rates for apprentices commencing an apprenticeship on and from 1 January 2014

[21.6 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

The minimum rates for apprentices who commenced an apprenticeship on and from 1 January, 2014 except as provided for in clause 22, are as set out below, provided that progression through the stages set out in this table is in accordance with clause 21.7:

	Column 1			Column 2			Column 3		
Stage of appren-ticeship	**Has not completed Year 12**			**Has completed Year 12**			**Adult apprentice**		
	% of C10/ V5	**Min weekly rate**	**Hourly rate**	**% of C10/V5 or classi-ficatio n**	**Min weekly rate**	**Hourly rate**	**% of C10/V5 or classi-fication**	**Min weekly rate**	**Hourly rate**
1	50	559.55	14.73	55%	615.51	16.20	80%	895.28	23.56
2	60	671.46	17.67	65%	727.42	19.14	C14/V1	978.10	25.74
3	75	839.33	22.09	75%	839.33	22.09	C13/V2	1004.90	26.44
4	88	984.81	25.92	C12/V3	1029.10	27.08	C12/V3	1029.10	27.08

21.7 Conditions for progression through each stage

(a) The minimum rates for each stage of the apprenticeship are set out in clauses 21.1 and 21.6. The conditions for progression to each stage are set out in the following tables:

(b) **Engineering / Vehicle 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	**Entry**
	Nil entry requirements.
	Exit
	There is no exit point at this stage.
Stage 2	**Entry**
	An apprentice enters Stage 2:
	• on attainment of 25% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan; or
	• 12 months after commencing the apprenticeship, subject to clause 12.16;
	whichever is earlier.
	Exit

Stage of apprenticeship	Entry, exit and progression requirements
	There is no exit point at this stage.
Stage 3	**Entry**
	An apprentice enters Stage 3:
	• on attainment of 50% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan; or
	• 12 months after commencing Stage 2, subject to clause 12.16;
	whichever is earlier.
	Exit
	There is no exit point at this stage.
Stage 4	**Entry**
	An apprentice enters Stage 4:
	• on attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan; or
	• 12 months after commencing Stage 3, subject to clause 12.16;
	whichever is earlier.
	Exit
	Upon the attainment of 100% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with the relevant AQF Certificate III qualification.

(c) **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	**Entry**
	Nil entry requirements.

Stage of apprenticeship	Entry, exit and progression requirements
	Exit
	There is no exit point at this stage.
Stage 2	**Entry**
	An apprentice enters Stage 2:
	• on attainment of 25% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan; or
	• 12 months after commencing the apprenticeship, subject to clause 12.16;
	whichever is earlier.
	Exit
	There is no exit point at this stage.
Stage 3	**Entry**
	An apprentice enters Stage 3:
	• on attainment of 50% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan; or
	• 12 months after commencing Stage 2, subject to clause 12.16;
	whichever is earlier.
	Exit
	Upon the attainment of 75% of the Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with the relevant AQF Certificate III qualification.
Stage 4	**Entry**
	An apprentice enters Stage 4:

Stage of apprenticeship	Entry, exit and progression requirements
	• on attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan; or
	• 12 months after commencing Stage 3, subject to clause 12.16,
	whichever is earlier.
	Exit
	Upon the attainment of 100% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with the relevant AQF Certificate IV qualification.

(d) **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	**Entry**
	Nil entry requirements.
	Exit
	There is no exit point at this stage.
Stage 2	**Entry**
	An apprentice enters Stage 2:
	• on attainment of 25% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant Diploma of Engineering qualification specified in the training plan; or
	• 12 months after commencing the apprenticeship, subject to clause 12.16;
	whichever is earlier.
	Exit

Stage of apprenticeship	Entry, exit and progression requirements
	There is no exit point at this stage.
Stage 3	**Entry**
	An apprentice enters Stage 3:
	• on attainment of 50% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant Diploma of Engineering qualification specified in the training plan; or
	• 12 months after commencing Stage 2, subject to clause 12.16;
	whichever is earlier.
	Exit
	Upon the attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice may exit with the relevant AQF Certificate III and/or AQF Certificate IV qualification.
Stage 4	**Entry**
	An apprentice enters Stage 4:
	• on the attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Diploma specified in the training plan; or
	• 12 months after commencing Stage 3, subject to clause 12.16;
	whichever is earlier.
	Exit
	Upon the attainment of 100% of the Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with a relevant AQF Diploma qualification.

22. Adult apprentice minimum rates

22.1 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 rate by virtue of entering into the training contract. For the purpose only of fixing a minimum rate, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 20.1 in which the adult apprentice was engaged immediately prior to entering into the training contract.

22.2 Subject to clause 22.1, the minimum rates for an adult apprentice are set out in Column 4 of the table in clause 21.1 and Column 3 of the table in clause 21.12 as determined by the relevant time period.

23. Cadet minimum rates

23.1 Cadet in the technical field

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

Year	% of C3/V12 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/V12 level and paid **100%** of the C3/V12 level minimum rate, notwithstanding the fact that the qualification may have been obtained, until the 3 year program is completed and the requirements of the C3/V12 level definition are met.

23.2 Technology cadet minimum rates

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

Stage of technology cadetship	Technology cadets who completed Year 12, 3 or more years ago or who completed Year 10 or 11, 4 or more years ago	Other technology cadets
Technology cadets: • 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/V6 rate	53% of the C9/V6 rate
Technology cadets: • 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/V6 rate	59% of the C9/V6 rate

Stage of technology cadetship	Technology cadets who completed Year 12, 3 or more years ago or who completed Year 10 or 11, 4 or more years ago	Other technology cadets
Technology cadets: • 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/V6 rate	70% of the C9/V6 rate
Technology cadets: • 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/V6 rate	83% of the C9/V6 rate

(b) **Exit from technology cadetship**

The minimum rate 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	Up to one year after successful completion of stage 1	88% of the C9/V6 rate
	One to up to 2 years after successful completion of stage 1	95% of the C9/V6 rate
	2 years after successful completion of stage 1	100% of the C9/V6 rate
Stage 2	Up to one year after successful completion of stage 2	88% of the C7 rate
	One to up to 2 years after successful completion of stage 2	95% of the C7 rate
	2 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/V10 rate
	One to up to 2 years after successful completion of stage 3	95% of the C5/V10 rate
	2 years after successful completion of stage 3	100% of the C5/V10 rate

On completion of	Time period	% of relevant level
Stage 4	Up to one year after successful completion of stage 4	88% of the C3/V12 rate
	One to up to 2 years after successful completion of stage 4	95% of the C3/V12 rate
	2 years after successful completion of stage 4	100% of the C3/V12 rate

24. Trainee minimum rates

[Varied by PR718827, PR729264, PR740685, PR762118, PR767879, PR773894, PR786548, PR799291]

24.1 National training wage trainee minimum rates

(a) The minimum rates for a trainee covered by the national training wage provisions are set out in Schedule H—National Training Wage.

(b) **Exit from traineeship**

The minimum rates 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**

[24.1(b)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

School leaver	% of C10/V5 level	Completed Year 10 or less	% of C10/V5 level	Completed Year 11	% of C10/V5 level	Completed Year 12
		Minimum weekly rate		Minimum weekly rate		Minimum weekly rate
		$		$		$
Plus 1 year	54.5	609.91	63.1	706.15	73.5	822.54
Plus 2 years	63.1	706.15	73.5	822.54	85.3	954.59
Plus 3 years	73.5	822.54	85.3	954.59	100	1119.10
Plus 4 years	85.3	954.59	100	1119.10		
Plus 5 years	100	1119.10				

(ii) **On completion of Skill Level B**

[24.1(b)(ii) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

School leaver	% of C11/V4 level	Completed Year 10 or less	% of C11/V4 level	Completed Year 11	% of C11/V4 level	Completed Year 12
		Minimum weekly rate		Minimum weekly rate		Minimum weekly rate
		$		$		$
Plus 1 year	57.9	615.42	64.8	688.76	74.5	791.86
Plus 2 years	64.8	688.76	74.5	791.86	87.2	926.85
Plus 3 years	74.5	791.86	87.2	926.85	100	1062.90
Plus 4 years	87.2	926.85	100	1062.90		
Plus 5 years	100	1062.90				

(iii) **On completion of Skill Level C**

[24.1(b)(iii) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

School leaver	% of C12/V3 level	Completed Year 10 or less	% of C12/V3l evel	Completed Year 11	% of C12/V 3 level	Completed Year 12
		Minimum weekly rate		Minimum weekly rate		Minimum weekly rate
		$		$		$
Plus 1 year	60.3	620.55	63.5	653.48	71.7	737.86
Plus 2 years	63.5	653.48	71.7	737.86	80.2	825.34
Plus 3 years	71.7	737.86	80.2	825.34	100	1029.10
Plus 4 years	80.2	825.34	100	1029.10		
Plus 5 years	100	1029.10				

(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 relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee. 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/V3 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/V2 to C12/V3 level.

(d) The minimum rates provided for in clause 24.1(b) are to receive wage increases that are in proportion to the wage increases provided to the minimum rate of the C11/V4 level in

respect of Skill Level B, the C12/V3 level in respect of Skill Level C, and the C10/V5 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 relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee. Based on the advice the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, 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.

24.2 Technical field trainee minimum rates

[24.2 varied by PR767879 ppc 31Dec23]

The minimum rates 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/V6 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%

24.3 Trainee engineer and trainee scientist minimum rates

[24.3 varied by PR767879 ppc 31Dec23]

The minimum rates 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/V9 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%

25. Unapprenticed junior minimum rates

25.1 Unapprenticed junior rates

The minimum rates for an unapprenticed junior, except an unapprenticed junior in a foundry, a junior tracer in the technical field of vehicle manufacturing covered by clause 4.8(a)(xi) and a junior engaged on the operations set out in clause 25.4, are:

Age	% of C13/V2 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%

25.2 The minimum rates for junior tracers in the technical field of vehicle manufacturing covered by clause 4.8(a)(xi) are prescribed in clause 52 of Part 9—Vehicle manufacturing employees.

25.3 Unapprenticed junior in a foundry

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

Age	% of C13/V2 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

25.4 A junior engaged on any of the following operations is entitled to receive the minimum rates for an adult employee in accordance with clause 20.1:

(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.

26. Extra rates not cumulative

The extra rates in this award, except rates prescribed in clause 30.4—Special rates and rates for work on public holidays are not cumulative so as to exceed the maximum of double the ordinary hourly rate.

27. Payment of wages

[Varied by PR722330]

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

27.1 Period of payment

(a) Except as provided for in clause 27.1(b), wages must be paid weekly or fortnightly either:

(i) according to the actual ordinary hours worked each week or fortnight; or

(ii) 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 3 weekly, 4 weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

27.2 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.

[27.3 deleted by PR722330 ppc 09Sep20]

27.3 Day off coinciding with pay day

[27.4 renumbered as 27.3 by PR722330 ppc 09Sep20]

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.

27.4 Wages to be paid during working hours

[27.5 renumbered as 27.4 by PR722330 ppc 09Sep20]

(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.

27.5 Absences from duty under an averaging system

[27.6 renumbered as 27.5 by PR722330 ppc 09Sep20]

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.

27.6 Payment on termination of employment

[New 27.6 inserted by PR722330 ppc 09Sep20]

(a) The employer must pay an employee by the end of the next business day after the day on which the employee's employment terminates:

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other monies that are due to the employee under this award.

(b) The employer must pay an employee all amounts due to the employee under the NES no later than 7 days after the day on which the employee's employment terminates.

(c) The requirement to pay wages and other amounts under clauses 27.6(a) and (b) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

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

NOTE 2: Clause 27.6(c) allows the Commission to make an order delaying the requirement to make a payment under clauses 27.6(a) or (b). For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

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

28. Annualised wage arrangements

28.1 Clause 28—Annualised wage arrangements apply to an employer and an individual employee who is a Supervisor/Trainer/Coordinator Level I or II (as defined in clause 2—Definitions).

28.2 Annualised wage instead of award provisions

(a) An employer and a full-time employee may enter into a written agreement for the employee to be paid an annualised wage in satisfaction, subject to clause 28.2(c), of any or all of the following provisions of the award:

(i) Clause 17.2(f)—Penalty rate for ordinary hours worked outside spread of hours—day workers;

(ii) Clause 17.2(g)—Weekend penalty rates for ordinary hours—day workers;

(iii) Clause 17.2(h)—Public holiday penalty rates for ordinary hours—day workers;

(iv) clause 18.5(b)—Penalty rate for work done during meal breaks;

(v) clause 19.4—Ship trial penalty rates;

(vi) clause 20—Minimum rates;

(vii) clause 30—Allowances and special rates;

(viii) clause 27—Payment of wages;

(ix) clause 33.1—Penalty rates for day workers;

(x) clause 33.2(g)—Methods of arranging ordinary working hours – work on a shift other than a rostered shift;

(xi) clause 33.2—Special provisions for shiftworkers;

(xii) clause 32—Overtime;

(xiii) clause 34.4—Annual leave loading;

(xiv) clause 54—Allowances and related matters—vehicle manufacturing employees

(xv) Allowances and related matters—vehicle manufacturing employees;

(xvi) clause 56—Shiftwork and rates—vehicle manufacturing employees; and

(xvii) clause 57—Overtime—vehicle manufacturing employees.

(b) Where a written agreement for an annualised wage agreement is entered into, the agreement must specify:

(i) the annualised wage that is payable;

(ii) which of the provisions of this award will be satisfied by payment of the annualised wage;

(iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation;

(iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 28.2(c).

(c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified in the agreement pursuant to clause 28.2(b)(iv), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.

(d) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.

(e) The agreement may be terminated:

(i) by the employer or the 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

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

28.3 Annualised wage not to disadvantage employees

(a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).

(b) The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.

(c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 28.3(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

28.4 Base rate of pay for employees on annualised wage arrangements

For the purposes of the NES, the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 20—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

29. Employer and employee duties

29.1 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.

29.2 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.

29.3 Any direction issued by an employer under clause 29 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

30. Allowances and special rates

[Varied by PR718827, PR718982; corrected by PR724127; varied by PR729264, PR729449, PR740685, PR740856, PR762118, PR762282, PR773894, PR774063, PR786548, PR786712, PR799291, PR799448]

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

30.1 Employers must pay to an employee the allowances the employee is entitled to under clause 30.

NOTE: See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

30.2 All-purpose allowances

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

- Leading hand allowance (clause 30.2(a));
- Ship repairing allowance (clause 30.2(b));
- Tool allowance—tradespersons and apprentices (clause 30.2(c));
- Tool allowance—carpenter or joiner or shipwright/boatbuilder (clause 30.2(d));
- Technical computing equipment allowance (clause 30.2(e));
- Supervisor/Trainer/Coordinator—Technical allowance (clause 30.2(f)); and
- Artificial fertilizers and chemicals allowance (clause 30.2(g)).

(a) **Leading hand allowance**

[30.2(a)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) An employee who is appointed by the employer to be a leading hand must be paid an allowance each week as follows:

In charge of	$ per week
3–10 employees	48.98
11–20 employees	73.15
More than 20 employees	93.12

(ii) This allowance will be paid for all purposes of this award.

(b) **Ship repairing allowance**

[30.2(b)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) An employee engaged on ship repairs must be paid:

	$ per week
Tradespersons	22.23
All other employees	17.99

(ii) This allowance will be paid for all purposes of this award.

(c) **Tool allowance—tradespersons and apprentices**

(i) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The tool allowance for these employees is prescribed in clause 53.1 of Part 9—Vehicle manufacturing employees of this award.

[30.2(c)(ii) varied by PR718982, PR729449, PR740856, PR762282 PR774063 ppc 01Jul24]

(ii) Except as otherwise provided in clause 30.2(c), a tradesperson must be paid a tool allowance of **$17.90** per week for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

(iii) The tool allowance in clause 30.2(c) 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.

(iv) Where an employer other than an employer referred to in clause 30.2(c)(iii) reaches an agreement with an individual tradesperson or apprentice to provide all of the tools required in the performance of their work, the tool allowance is not payable.

(v) The tool allowance in clause 30.2(c) applies to an apprentice on the same percentage basis as set out in Column 1 of clause 21.11 or Column 1 of clause 21.12 as applicable.

(vi) 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.

(vii) 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.

(viii) 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 30.2(c)(iii) and (iv).

(ix) This allowance will be paid for all purposes of this award.

(d) **Tool allowance—carpenter or joiner or shipwright/boatbuilder**

(i) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The tool allowance for these employees is prescribed in clause 53.1 of Part 9—Vehicle manufacturing employees of this award.

[30.2(d)(ii) varied by PR718982, PR729449, PR740856, PR762282 PR774063 ppc 01Jul24]

(ii) A carpenter or joiner or shipwright/boatbuilder must be paid a tool allowance of **$33.88** per week.

(iii) This allowance will be paid for all purposes of this award.

(e) **Technical computing equipment allowance**

[30.2(e)(i) varied byPR718827, PR729264, PR740685, PR762118 PR773894, PR786548 PR799291 ppc 01Jul26]

(i) An allowance of **$57.87** per week must be paid to an employee in the technical field who is required to use technical computing equipment to perform work of a complex nature.

(ii) This allowance is not payable for routine or repetitive functions, or where the system is used merely as an aid.

(iii) **Technical computing equipment** means computer hardware (including personal computers, microcomputers, 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.

(iv) Work of a complex nature includes:

- the application of new concepts in their field of work, including the use of 3 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.

(v) This allowance will be paid for all purposes of this award.

(f) **Supervisor/Trainer/Coordinator—Technical allowance**

(i) 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 rate applicable to the employee's technical classification.

(ii) This allowance will be paid for all purposes of this award.

(g) **Artificial fertilizers and chemicals allowance**

[30.2(g)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(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 **$11.81** per week extra if the work is in relation to fertilizers and related activities (other than acid) and **$15.52** otherwise.

[30.2(g)(ii) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(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	**$ per day**
General duties	2.12
Acid production and related activities	3.39
Fertiliser production and despatch	3.62

(iii) This allowance will be paid for all purposes of this award.

30.3 Other allowances

(a) Vehicle allowance

[30.3(a) varied by PR729449, PR740856, PR762282 PR774063 ppc 01Jul24]

A vehicle allowance of **$1.00** per kilometre travelled must be paid to an employee who reaches an agreement with their employer to use their own vehicle for the employer's business.

(b) First aid allowance

[30.3(b) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

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 an additional amount of **$22.26** per week if appointed by their employer to perform first aid duty.

(c) Meal allowance

(i) Clause 30.3(c) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The overtime meal allowance provisions for these employees are prescribed in clause 57.4 in Part 9—Vehicle manufacturing employees of this award.

[30.3(c)(ii) varied by PR718982, PR729449, PR740856, PR762282, PR774063, PR786712, PR799448 ppc 01Jul26]

(ii) A meal allowance of **$19.14** must be paid to an employee on each occasion the employee is entitled to a rest break in accordance with clause 32.11 except in the following circumstances:

- if the employee is a day worker and was notified no later than the previous day that they would be required to work overtime; or
- 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 overtime; or
- if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or
- if the employee is provided with an adequate meal by the employer.

(iii) 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.

(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 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 allowance

[30.3(g)(i) varied by PR718827; corrected by PR724127; varied by PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) Subject to clause 30.3(g)(ii) and (iii) a boiler attendant, an engine driver or fireperson must be paid the following for:

Duty	**$ per week**
Attending to refrigeration compressors	47.03
Attending to an electric generator or dynamo exceeding 10kW capacity	47.03
Being in charge of plant	47.03
Attending to a switchboard where the generating capacity is 350kW or over	14.67

(ii) The allowances in clause 30.3(g)(i), except as to dragline excavators and tractors, are not cumulative to the extent of increasing the minimum rate of an employee above the C10 level.

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

- where the capacity is 88 kW or less, the C11/V4 level; and
- where the capacity is more than 88 kW, the C10/V5 level.

(h) Cleaner, greaser or oiler allowance

[30.3(h) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

If a cleaner, greaser or oiler sometimes under the supervision of an engine driver stops or starts an engine, they must be paid an allowance of **$43.59** per week.

(i) Manganese dioxide and other pigments allowance

An employee required to handle manganese dioxide and other pigments must be paid as follows:

[30.3(i)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) **$2.50** per hour for the first 2 hours; or

[30.3(i)(ii) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(ii) **$17.76** per day where the work lasts over 2 hours.

30.4 Special rates

Subject to clauses 30.4(a) and 30.4(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 30.4 entitles an employee to extra rates, the employer must pay only one rate, namely the highest applicable rate for the applicable disabilities.

(ii) Clause 30.4(a)(i) does not apply to the following allowances, the rates for which are cumulative:

- Cold places (clause 30.4(c));
- Hot places (clause 30.4(d));
- Wet places (clause 30.4(e))
- Confined spaces (clause 30.4(f));
- Dirty work (clause 30.4(g)); and
- Height money (clause 30.4(h)).

(b) Special rates are not subject to penalty additions

The special rates in clause 30.4 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

[30.4(c)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) An employee who works for more than one hour in places where the temperature is raised by artificial means below 0 degrees Celsius must be paid an allowance of **$0.82** per hour.

(ii) In addition, where the work continues for more than 2 hours, the employee is entitled to 20 minutes rest after every 2 hours work without loss of pay.

(d) Hot places

[30.4(d)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(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:

- **$0.88** per hour where the temperature is between 46 and t54 degrees Celsius;
- **$1.12** per hour where the temperature is in excess of 54 degrees Celsius.

(ii) In addition, where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every 2 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

[30.4(e)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid an allowance of **$0.85** per hour.

(ii) Any employee who becomes entitled to this allowance must be paid the allowance only for the part of the day or shift they are required to work in wet clothing or boots.

(iii) The wet places allowance is not payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

(f) Confined spaces

[30.4(f) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

A confined spaces allowance of **$1.12** per hour must be paid to an employee working in a confined space.

(g) Dirty work

[30.4(g)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) A dirty work allowance of **$0.85** per hour must be paid to an employee where the employee and their supervisor agree that work (other than ship repair work) is of an unusually dirty or offensive nature.

[30.4(g)(ii) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(ii) A dirty work allowance of **$1.12** per hour must be paid to an employee where the employee and their supervisor agree that certain ship repair work is of an unusually dirty or offensive nature.

(h) Height money

[30.4(h) varied by PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

A height money allowance of **$0.62** per hour is to be paid to 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.

(i) Meat digesters and oil tanks

[30.4(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

A meat digesters and oil tanks allowance of **$0.85** per hour must be paid to an employee working on repairs in oil tanks or meat digesters. 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

[30.4(j) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

A sanitary works allowance of **$0.59** per hour must be paid to an employee working in a sanitary works.

(k) Insulation materials

[30.4(k)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) An insulation materials allowance of **$1.12** per hour must be paid to 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.

(ii) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). A glass and slag wool allowance for these employees is prescribed in 53.5 of Part 9—Vehicle manufacturing employees of this award.

(l) Slaughtering yards

[30.4(j) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

A slaughtering yards allowance of **$0.62** per hour must be paid to an employee working in slaughtering yards.

(m) Boiler repairs

[30.4(m)(i) varied by PR729264, PR740685, PR762118 PR773894, PR786548, PR799291 ppc 01Jul26]

(i) An employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers must be paid an allowance of **$0.62** per hour.

[30.4(m)(ii) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(ii) An employee engaged on repairs to oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks must be paid an allowance of **$2.18** per hour while working inside such a boiler.

(n) Underground mine work

An electrician working underground in a mine must be paid an additional **12%** of the minimum rate applicable for the time spent working underground.

(o) Explosive powered tools

[30.4(o) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An employee required to use explosive powered tools must be paid an allowance of **$2.21** per day. Where an hourly rate is required, it is calculated by dividing the rate by 7.6.

(p) Ships in dock

[30.4(p) varied by PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26

An employee working under a ship in a dock or slipway must be paid an allowance of **$0.62** per hour 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

[30.4(q)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(i) An employee working in a foundry must be paid an allowance of **$0.65** 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 30.4.

(iii) For the purposes of clause 30.4(q), **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 8 hour period immediately following the cessation of foundry production.

(r) Boiling down works

[30.4(r) varied by PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An employee working in boiling down works must be paid an allowance of **$0.62** per hour.

(s) Lead works

[30.4(s) varied by PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An allowance of **$0.62** per hour must be paid to an employee working in lead works.

(t) Handlers of carbon black

[30.4(t)(i) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(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 an allowance of **$1.41** per hour.

(ii) In addition, an employer must pay an overall allowance of **$0.36** per day extra for each day in respect of which an employee must be paid the special rate in clause 30.4(t)(i) for handling carbon black, unless the employer provides such an employee with 2 sets of overalls per year.

(iii) An employee entitled to the special rate in clause 30.4(t)(i) must be allowed 15 minutes washing time at the end of each shift.

(u) Installing or repairing belting underground in mines

[30.4(u) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]]

An employee required to install or repair any type of belting underground in mines must be paid an allowance of **$0.44** per hour.

(v) Processing free coal dust

[30.4(v) varied by PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An employee engaged in processing free coal dust must be paid an allowance of **$0.62** per hour.

(w) Boiler cleaning—engine driver

(i) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). A boiler house employee allowance for these employees is prescribed in clause 53.7 of Part 9—Vehicle manufacturing employees of this award.

[30.4(w)(ii) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

(ii) An engine driver, engaged inside the gas or water space of any boiler, flue or economiser, in cleaning or scraping work must be paid an allowance of **$2.41** per hour while so employed.

(iii) The allowance in clause 30.4(w) is paid instead of the special rates for hot places, wet places, confined spaces, dirty work or boiler repairs.

(x) Second-hand work

(i) An employee working on second-hand upholstering, bedding, floor covering and/or soft furnishings must be paid an additional **25%** of the minimum rate applicable to the employee's classification while engaged on such work.

(ii) Before any work is performed on second-hand bedding, the bedding must be vacuum fumigated.

(iii) For the purposes of clause 30.4(x), **second-hand upholstering** 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 the work is done away from the job; the placing of new materials on the job where the 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

[30.4(y) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

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	**$ per week**
Rock phosphate, superphosphate and mixed manure sections receiving ex ship or railway truck	9.90
Handling rock phosphate to crushers and all other employees in the rock phosphate section	9.37

Nature of work	$ per week
Mixing superphosphate	9.37
Excavating bins, and the manufacture or excavating of superphosphate until such time as it is dumped on the heap for curing	6.10
The handling of superphosphate from the heap until loading in wagons or trucks for despatch, including the manufacture and despatch of mixed fertilizers	3.71

(z) Farmers' own bags

[30.4(z) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

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 for:

Function	$ per day
Sorting, branding, bagging, dumping, sewing or trucking, fertilizing materials in farmers' own bags	0.74
Loading double-handling into railway or other trucks, fertilizing materials in farmers' own bags	1.35
Loading single-handling into railway or other trucks, fertilizing materials in farmers' own bags	1.83

(aa) Soda ash

[30.4(aa) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An employee manually engaged in carrying and stacking bagged soda ash must be paid an allowance of **$2.59** per hour for the time so engaged.

(bb) Raw materials

[30.4(bb) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

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 an allowance of **$0.97** per hour for the time so engaged.

(cc) Skimming and floater setting—flat glass tank

[30.4(cc) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

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 an allowance of **$3.71** per half hour for the time so engaged.

(dd) Glass furnace regenerators

[30.4(dd) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An allowance of **$20.44** per day must be paid to an employee engaged on the work of building, rebuilding, or packing glass furnace regenerators.

(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 an additional **100%** of the minimum rate applicable to the employee's classification for the time so engaged.

(ff) Jack bolt tensioner

[30.4(ff) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An allowance of **$11.07** per shift or part thereof must be paid to an employee who is engaged in adjusting the tensioner of jack bolts while a furnace is under heat.

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

[30.4(gg) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An allowance of **$11.07** per shift or part thereof must be paid to an employee who is engaged in loading and/or unloading operations at wharves or railway yards elsewhere than on the employer's premises.

30.5 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 30.5(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 4 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:

(i) engaged in one locality to work in another; or

(ii) 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 3 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 6 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 on Monday to Saturday is the ordinary hourly rate of pay and on Sundays and public holidays is **150%** of the ordinary hourly rate.

(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, 8 hours out of every 24 hours.

(f) Expenses for the purpose of clause 30.5 means:

(i) all fares reasonably incurred;

[30.5(f)(ii) varied by PR718982, PR729449, PR740856, PR762282, PR774063, PR786712, PR799448 ppc 01Jul26]

(ii) reasonable expenses included while travelling including **$19.14** for each meal taken; and

(iii) a reasonable allowance to cover the cost incurred for board and lodging.

30.6 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 30.6 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 12—Apprentices and not clause 30.6.

(d) Clause 30.6 does not apply to costs associated with training that are in connection with a trainee's training contract for vehicle manufacturing trainees covered by clause 4.8(a)(xi). Training costs for these trainees are prescribed in clause 48—Payment of fees for vehicle manufacturing trainees of Part 9—Vehicle manufacturing employees of this award.

31. Superannuation

[Varied by PR743362, PR771264, PR794709]

31.1 Superannuation legislation

[31.1 substituted by PR771264 ppc 09Apr24]

(a) The NES and 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), deal with the superannuation rights and obligations of employers and employees.

(b) The NES and 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), deal with the superannuation rights and obligations of employers and employees.

NOTE: Under superannuation legislation:

(a) Individual employees generally have the opportunity to choose their own superannuation fund.

(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.

(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.

(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

31.2 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.

31.3 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 31.2.

(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 3 months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 31.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 31.3(a) or (b) was made.

31.4 Superannuation fund

[31.4 varied by PR771264; substituted by PR794709 ppc 23Jan26]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 31.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 31.2 and pay any amount authorised under clauses 31.3(a) or 31.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

(a) AustralianSuper; or

(b) Australian Retirement Trust; or

(c) CareSuper; or

(d) Construction and Building Unions Superannuation Fund (Cbus Super); or

(e) First Super; or

(f) HOSTPLUS Superannuation Fund; or

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

(h) a superannuation fund or scheme which the employee is a defined benefit member of.

31.5 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 31.2 and pay the amount authorised under clauses 31.3(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:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and

(ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

32. Overtime

[Varied by PR723998, PR747335, PR763204]

32.1 Definition of overtime

(a) Overtime work is any work performed outside the ordinary hours on any day or shift as defined by clauses 17.2, 17.3 and 17.4.

(b) For the purposes of clause 32, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clause 17—Ordinary hours of work and rostering.

(c) Overtime work for a part-time employee is any work performed in excess of the hours agreed under clauses 10.3 and 10.4.

(d) 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.

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

[32.1(f) inserted by PR723998 ppc20Nov20]

(f) Where clause 32 refers to an overtime rate as being calculated as a percentage of the ordinary hourly rate, that reference will (for a casual employee) instead be taken to be a reference to the casual ordinary hourly rate if the entitlement is applicable to a casual employee.

NOTE: The casual ordinary hourly rate includes the casual loading prescribed by clause 11.1(a)(ii), as defined in clause 2—Definitions.

32.2 Payment for overtime—other than continuous shiftworkers

Employees will be paid the following rates for overtime worked (except as otherwise provided in clauses 32.3, 32.6, 32.7, 32.8):

(a) **150%** of the ordinary hourly rate for the first 3 hours; and

(b) **200%** of the ordinary hourly rate thereafter.

32.3 Unrelieved shiftwork on rostered day off

(a) Clause 32.3 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

(b) If a shiftworker is required to work on their rostered day off because of the absence of a relieving employee, the unrelieved shiftworker must be paid **200%** of the ordinary hourly rate for all hours worked on their rostered day off.

(c) Clause 32.3 applies 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.

32.4 Payment for overtime—continuous shiftworkers

(a) A continuous shiftworker working overtime will be paid **200%** of the ordinary hourly rate. Clause 32.4(a) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

(b) A continuous shiftworker who is a vehicle manufacturing employee covered by clause 4.8(a)(xi) working overtime will be paid the following:

(i) **150%** of the ordinary hourly rate for the first 3 hours; and

(ii) **200%** of the ordinary hourly rate thereafter.

32.5 Saturday work—day worker

A day worker required to work overtime on a Saturday must be paid **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter with a minimum payment of 4 hours, except where the overtime is continuous with overtime commenced on the previous day.

32.6 Sunday work

An employee required to work overtime on a Sunday must be paid **200%** of the ordinary hourly rate until the employee is relieved from duty with a minimum payment of 3 hours.

32.7 Public holiday work

(a) A day worker required to work overtime on a public holiday must be paid **250%** of the ordinary hourly rate until the employee is relieved from duty with a minimum payment of 3 hours.

(b) A continuous shiftworker required to work overtime on a public holiday must be paid **200%** of the ordinary hourly rate with a minimum payment of 3 hours.

(c) A non-continuous shiftworker required to work overtime on a public holiday must be paid **250%** of the ordinary hourly rate until the employee is relieved from duty with a minimum payment of 3 hours.

[32.7(d) inserted by PR747335 ppc 14 Nov22]

(d) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement periods in clause 32.7.

32.8 Time off instead of payment for overtime

(a) Clause 32.8 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The time off instead of overtime provisions for these employees are prescribed in clause 57.1 of Part 9 – Vehicle manufacturing employees of this award.

(b) 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.

(c) 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 32.8.

(d) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in clause 32.8(d)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 32.8 is set out at Schedule H – Agreement for time off instead of payment for overtime. There is no requirement to use the form of agreement set out at Schedule H – Agreement for time off instead of payment for overtime.. An agreement under clause 32.8 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

(e) 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 32.8 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(f) 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.

(g) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 32.8 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.

(h) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 32.8(f), 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.

(i) The employer must keep a copy of any agreement under clause 32.8 as an employee record.

(j) 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.

(k) 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 32.8 will apply, including the requirement for separate written agreements under clause 32.8(c) 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).

(l) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 32.8 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 32.8.

32.9 Reasonable overtime

(a) Subject to section 62 of the Act and clause 32.9, an employer may require an employee to work reasonable overtime hours at overtime rates.

(b) An employee may refuse to work overtime hours if they are unreasonable.

(c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 32.9 the following must be taken into account:

(i) any risk to employee health and safety from working the additional hours;

(ii) the employee's personal circumstances, including family responsibilities;

(iii) the needs of the workplace or enterprise in which the employee is employed;

(iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(v) any notice given by the employer of any request or requirement to work the additional hours;

(vi) any notice given by the employee of his or her intention to refuse to work the additional hours;

(vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;

(viii) the nature of the employee's role, and the employee's level of responsibility;

(ix) whether the additional hours are in accordance with averaging terms of clause 17—Ordinary hours of work and rostering inserted pursuant to section 63 of the Act, that applies to the employee; and

(x) any other relevant matter.

32.10 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. The practice of one in, all in overtime must not apply.

32.11 Rest break

(a) Clause 32.11 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The overtime rest break provisions for these employees are prescribed in clause 57.2 of Part 9 – Vehicle manufacturing employees of this award.

(b) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee is to continue work after the rest break.

(c) 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 hourly rate.

(d) 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 1.5 hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the rate of pay applying to the employee immediately prior to the scheduled meal break.

(e) An employer and employee may agree to any variation of clause 32.11 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 32.11.

(f) An employee entitled to a rest break in clause 32.11 may be entitled to a meal allowance in accordance with clause 30.3(c).

32.12 Rest period after overtime

(a) Clause 32.12 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The rest period after overtime provisions for these employees are prescribed in clause 57.5 of Part 9 – Vehicle manufacturing employees of this award.

(b) 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.

(c) 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 32.12, 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 the absence.

(d) If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at **200%** of the ordinary hourly rate until the employee is released from duty. 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.

(e) By agreement between the employer and individual employee, the 10 hour break provided for in clause 32.12 may be reduced to a period of no less than 8 hours.

(f) The provisions of clause 32.12 will apply in the case of a shiftworker as if 8 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.

32.13 Call back

(a) Clause 32.13 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The call back provisions for these employees are prescribed in clause 57.6 of Part 9 – Vehicle manufacturing employees of this award.

(b) An employee recalled to work overtime after leaving the enterprise, whether notified before or after leaving the enterprise, must be paid:

(i) for a minimum of 4 hours at **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter; or

(ii) if the employee is a continuous shiftworker, at **200%** of the ordinary hourly rate for the full period;

provided that:

(c) Where an employee is required to regularly hold themselves in readiness for a call back they must be paid for a minimum of 3 hours work at the appropriate overtime rate, subject to clause 32.14 which deals with the conditions for standing by.

(d) 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 3 or 4 hour minimum overtime payment provided for in clause 32.13 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.

(e) Except in the case of unforeseen circumstances arising, an employee must not be required to work the full 3 or 4 hours as the case may be if the job they were recalled to perform is completed within a shorter period.

(f) Clause 32.13 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.

(g) Overtime worked in the circumstances specified in clause 32.13 is not to be regarded as overtime for the purposes of clause 32.12 concerning rest periods after overtime, when the actual time worked is less than 3 hours on the call back or on each call back.

32.14 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 hourly rate for the time they are standing by.

32.15 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.

33. Penalty Rates

[Corrected by PR722598; varied by PR730919, PR747335]

33.1 Penalty rates for day workers

(a) Weekend work

Where agreement is reached in accordance with clause 17.2(c):

(i) The rate to be paid to a day worker for ordinary time worked between midnight on Friday and midnight on Saturday will be **150%** of the ordinary hourly rate.

(ii) The rate to be paid to a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday will be **200%** of the ordinary hourly rate.

(b) Payment for work on public holidays

[33.1(b) renumbered as 33.1(b)(i) by PR747335 ppc14Nov22]

(i) Except as provided in clause 33.2, a day worker required to work on a public holiday must be paid **250%** of the ordinary hourly rate with a minimum payment as for 3 hours. This rate must be paid until the employee is released from duty.

[33.1(b)(ii) inserted by PR747335 ppc14Nov22]

(ii) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 33.1(b)(i).

33.2 Rates for shiftworkers

[33.2(a) corrected by PR722598 ppc 29 May20]

(a) Clause 33.2 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The rates for shiftworkers for these employees are prescribed in clause 56 of Part 9 – Vehicle manufacturing employees of this award.

(b) Definitions

(i) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight

(ii) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer

(iii) **Night shift** means any shift finishing after midnight and at or before 8.00 am

(iv) **Rostered shift** means any shift of which the employee concerned has had at least 48 hours' notice

[33.2(c) substituted by PR730919 ppc 01Jul21]

(c) In conjunction with clause 7.3, the span of hours over which shifts may be worked may be moved up to one hour forward or one hour back by agreement between an employer and:

(i) the majority of employees at the workplace;

(ii) the majority of employees in a discrete section of the workplace; or

(iii) **(**an individual employee.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees.

(d) Afternoon or night shift

An employee working on afternoon or night shift must be paid **115%** of the ordinary hourly rate.

(e) Afternoon and night shift—non-successive shifts

An employee who works on an afternoon or night shift which does not continue:

(i) for at least 5 successive afternoon or night shifts or 6 successive afternoon or night shifts in a 6 day workshop (where no more than 8 ordinary hours are worked on each shift); or

(ii) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 17.3 or 17.4),

must be paid for each shift **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate for the remaining hours.

(f) Permanent night shift

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 4 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 cycle,

must be paid **130%** of the ordinary hourly rate for all time worked during ordinary working hours on such night shift.

(g) Work on shifts other than rostered shifts

Where an employee works on a shift other than a rostered shift, the employee must:

(i) if employed on continuous work, be paid at **200%** of the ordinary hourly rate; or

(ii) if employed on other shiftwork, be paid at **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter.

(h) Clause 33.2(g) 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.

(i) Rate for working on Saturday shifts

(i) A shiftworker must be paid **150%** of the ordinary hourly rate for all work performed on a Saturday.

(ii) This rate is in substitution for shift penalty rates in clauses 33.2(d), 33.2(e) and 33.2(f).

(j) Rate for working on Sunday and public holiday shifts

(i) A continuous shiftworker on a rostered shift must be paid **200%** of the ordinary hourly rate where the major portion of a shift falls on a Sunday or public holiday.

(ii) A shiftworker on other than continuous work must be paid **200%** of the ordinary hourly rate for all time worked on a Sunday.

(iii) A shiftworker on other than continuous work must be paid **250%** of the ordinary hourly rate for all time worked on a public holiday.

(iv) Where shifts commence between 11.00 pm 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 and paid in accordance with clauses 33.2(j)(ii) and (iii).

(v) 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.

(vi) The rates in clause 33.2(j) are in substitution for shift penalty rates in clauses 33.2(d), 33.2(e) and 33.2(f).

Part 6—Leave and Public Holidays

34. Annual leave

[Varied by PR744246]

[34.1 substituted by PR744246 ppc 01Aug22]

34.1 Annual leave is provided for in the NES. Except as provided for in clause 48, annual leave does not apply to a casual employee.

34.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a **shiftworker** is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

34.3 Payment for annual leave

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

(a) Instead of the **base rate of pay** as referred to in section 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 34.3(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 over-award payment.

(c) Subject to clause34.4, the employee is not entitled to payments in respect of overtime, shift loading, weekend penalty rates, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

34.4 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 34.3.

(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 34.3 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 34.3 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

34.5 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in section 87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to 4 weeks of annual leave and 190 hours for a shiftworker as defined in clause 34.2).

34.6 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 34, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

34.7 Direction to take annual leave during shutdown

[34.7 renamed and substituted by PR751036 ppc 01May23]

(a) Clause 34.7 applies if an employer:

(i) intends to shut down all or part of its operation for a particular period for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned (**temporary shutdown period**); and

(ii) wishes to require affected employees to take paid annual leave during that period.

(b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.

(c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 34.7(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.

(d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

(e) A direction by the employer under clause34.7(d):

(i) must be in writing; and

(ii) must be reasonable.

(f) The employee must take paid annual leave in accordance with a direction under clause34.7(b).

(g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 34.7(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

(h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause34.12.

(i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 34.12 to which an entitlement has not been accrued, is to be taken into account.

(j) Clauses 34.9 to 34.11 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 34.7.

34.8 Leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate rate calculated in accordance with clause 34.3.

34.9 Excessive leave accruals: general provision

NOTE: Clauses 34.9 to 34.11contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 34.2).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 34.10 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 34.11 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

34.10 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 34.9(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 clause 34.10(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 34.9, 34.10 or 34.11or 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 clause 34.10(a) that is in effect.

(d) An employee to whom a direction has been given under clause 34.10(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 clause 34.10(3) may result in the direction ceasing to have effect. See clause 34.10(b).

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

34.11 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 34.9(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 34.11(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 34.9(a) that, when any other paid annual leave arrangements (whether made under clause 34.9, 34.10 or 34.11 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 34.11(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.9, 34.10 or 34.11 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 34.11(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.2) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 34.11(a).

34.12 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 34.12 is set out at Schedule J—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule J—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 34.12 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 clause34.12, 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.

34.13 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 34.13.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause34.13.

(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 34.13 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 34.13 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 34.13 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 34.13.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 34.13.

NOTE 3: An example of the type of agreement required by clause 34.13 is set out at Schedule J – Agreement to Cash Out Annual Leave. There is not requirement to use the form of agreement set out at Schedule J – Agreement to Cash Out Annual Leave.

35. Personal/carer's leave and compassionate leave

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

35.2 If an employee is terminated by their employer and is re-engaged by the same employer within a period of 6 months then the employee's unclaimed balance of paid personal/carer's leave continues from the date of re-engagement.

36. Parental leave and related entitlements

[36 varied by PR763204 ppc 01Aug23]

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

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 43—Dispute resolution and/or under section 76B of the Act.

37. Community service leave

37.1 Community service leave is provided for in the NES.

37.2 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 37.2(a).

38. Family and domestic violence leave

[38—Unpaid family and domestic violence leave renamed and substituted by PR750499 ppc 15Mar23]

Family and domestic violence leave is provided for in the NES.

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations 2009.

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

39. 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.

40. Public holidays

[Corrected by PR722598; varied by PR747335]

40.1 Public holidays are provided for in the NES.

[40.2 corrected by PR722598 ppc 29May20]

40.2 Where an employee works on a public holiday they will be paid in accordance with clauses 17.2(h), 32.7, 33.1(b), 33.2(j) and 56.3.

40.3 Clause 10.9 applies in relation to part-time employees and public holidays.

40.4 Substitution of certain public holidays by agreement at the enterprise

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

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

40.5 Rostered day off falling on public holiday

(a) Except as provided for in clauses 40.5(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 hourly 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 27.5, 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 27.5 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 40.5(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 40.5(a) applies to such days off.

[40.5(e) inserted by PR747335 ppc 14Nov22]

(e) If a public holiday is a part-day public holiday, then clause 40.5 applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

[40.6 deleted by PR747335 ppc 14Nov22]

Part 7—Workplace Delegates, Consultation and Dispute Resolution

[Part 7—Consultation and Dispute Resolution renamed by PR774715 from 01Jul24]

40.A Workplace delegates rights

[40A inserted by PR774715 from 01Jul24]

40.A.1 Clause 40A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 40A Workplace delegates rights.

40A.2 In clause 40A:

(a) employer means the employer of the workplace delegate;

(b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

40A.3 Before exercising entitlements under clause 40A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

40A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

40A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

40A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 40A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

40A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 40A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

40A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

40A.9 Exercise of entitlements under clause 40A

(a) A workplace delegate's entitlements under clause 40A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 40A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 40A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 40A.

40A.10 Interaction with other clauses of this award

Other clauses of this award may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause

of this award is more favourable to the delegate than an entitlement under clause 40A, the entitlement under the other clause applies instead of the entitlement under clause 40A.

41. Consultation about major workplace change

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

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

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

41.2 For the purposes of the discussion under clause 41.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

41.3 Clause 41.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

41.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 41.1(b).

41.5 In clause 41 significant effects, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

41.6 Where this award makes provision for alteration of any of the matters defined at 41.5, such alteration is taken not to have significant effect.

42. Consultation about changes to rosters or hours of work

[New 42 inserted by PR740144 ppc 02May22

42.1 Clause 42 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

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

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

(a) provide to the employees and representatives mentioned in clause 42.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

42.4 The employer must consider any views given under clause 42.3(b).

42.5 Clause 42 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

43. Dispute resolution

[42 renumbered as 43 and substituted by PR740144 ppc 02May22; varied by PR763204, PR777237, PR777968]

43.1 Clause 43 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

43.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

43.3 If the dispute is not resolved through discussion as mentioned in clause 43.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

43.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 43.2 and 43.3, a party to the dispute may refer it to the Fair Work Commission.

43.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

43.6 The dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

43.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 43.

43.8 While procedures are being followed under clause 43 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

43.9 Clause 43.8 is subject to any applicable work health and safety legislation.

[Note 1 and Note 2 inserted by PR763204; deleted by PR777968 from 26Aug24]

[Note inserted by PR777968 from 26Aug24; varied by PR777237 from 27Aug24]

NOTE: In addition to clause 43, the Act contains dispute resolution procedures as follows:

For a dispute about rights under the Act to	Section
Request flexible working arrangements	65B
Change casual employment status	66M

For a dispute about rights under the Act to	Section
Request an extension to unpaid parental leave	76B
Exercise an employee's right to disconnect	333N

44. Dispute resolution procedure training leave

[43 renumbered as 44 by PR740144 ppc 02May22]

44.1 Subject to clauses 44.7, 44.8 and 44.9, an eligible employee representative is entitled to, and the employer must grant, up to 5 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.44.1.

44.2 An eligible employee representative must give the employer 6 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.

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

44.4 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.

44.5 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.

44.6 Leave of absence granted pursuant to clause 44 counts as service for all purposes of this award.

44.7 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

44.8 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.

44.9 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 6 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 43—Dispute resolution applies.

Part 8—Termination of Employment and Redundancy

45. Termination of employment

[44 renumbered as 45 and substituted by PR740144 ppc 02May22]

45.1 Notice of termination by an employee

(a) Clause 45.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

(c) In clause 45.1(b) continuous service has the same meaning as in section 117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under clause 45.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

(e) If the employer has agreed to a shorter period of notice than that required under clause 45.1(b), then no deduction can be made under clause 45.1(d).

(f) Any deduction made under clause 45.1(d) must not be unreasonable in the circumstances.

45.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee mustallowed time off without loss of pay of up to one day for the purpose of seeking other employment.

45.3 The time off under clause 45.2 is to be taken at times that are convenient to the employee after consultation with the employer.

46. Redundancy

[45 renumbered as 46 and substituted by PR740144 ppc 02May22]

NOTE: Redundancy pay is provided for in the NES. See sections 119–123 of the Act. Clause 46.4 supplements the NES by providing redundancy pay for some employees of a small business employer.

46.1 Transfer to lower paid duties on redundancy

(a) Clause 46.1 applies if, because of redundancy, the employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:

(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 46.1(c)

(c) If the employer acts as mentioned in clause 46.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

46.2 Employee leaving during redundancy notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of the notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 46 or sections 119–123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

46.3 Job search entitlement

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day for each week of the minimum period of the notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 46.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 46.3(b).

(d) An employee who fails to produce proof when required under 46.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clauses 45.2 and 45.3.

46.4 Furnishing employees of small business employers

(a) Clause 46.4 applies to a furnishing employee of a small business employer except for an employee who is excluded from redundancy pay under the NES by sections 121(1)(a), 123(1), 123(4)(a) or 123(4)(d) of the Act.

(b) In clause 46.4(a) an employee is a furnishing employee of a small business employer if:

(i) immediately before the time the employee's employment is terminated, or at the time when the employee is given notice of termination as described in section 117(1) of the Act (whichever happens first), the employer is a small business employer as defined by section 23 of the Act; and

(ii) the principal purpose of the employee's employment is manufacturing, repairing, installing or (in the case of musical instruments) tuning or servicing any of the following items:

- furniture (except where made of wood or timber, manufactured wood or timber products);
- clock cases (except where made of wood or timber, manufactured wood or timber products);
- optical instruments, but not including spectacle lenses or frames;
- lamp shades;
- furnishings made from cane, bamboo and other like materials;
- upholstery, furnishing drapery, blinds, screens, awnings, mattresses and bedding made from other than wood;
- flooring products made from other than wood;
- frames (picture or mirrors) made from other than wood;
- musical instruments made from other than wood

(c) Subject to clauses 46.4(f) and 46.4(g), an employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

(i) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

(ii) because of the insolvency or bankruptcy of the employer.

(b) The amount of the redundancy pay in clause 46.4(c) equals the total amount payable to the employee for the redundancy pay period specified in column 2 of **Table 2—Redundancy pay period** according to the period of continuous service of the employee specified in column 1, worked out at the employee's base rate of pay for his or her ordinary hours of work.

Table 2—Redundancy pay period

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

(e) In clause 46.4(d) continuous service has the same meaning as in section 119 of the Act.

(f) The terms of section 120 of the Act apply as if section 120 referred to 'clause 46.4(c)' rather than 'section 119'.

NOTE: Under section 120 of the Act the Fair Work Commission can determine that the amount of redundancy pay under the NES is to be reduced if the employer obtains other acceptable employment for the employee or cannot pay that amount. Clause 46.4(f) applies these arrangements also to redundancy pay under clause 46.4(d).

(g) The terms of section 122 of the Act apply as if section 122 referred to 'clause 46.4' rather than 'this Subdivision' and to 'clause 46.4(c)' rather than 'section 119'.

NOTE: Under section 122 of the Act transfer of employment situations can affect the obligation to pay redundancy pay under the NES and the Fair Work Commission can make orders affecting redundancy pay. Clause 46.4(g) applies these arrangements also to redundancy pay under clause 46.4(d)

Part 9—Vehicle manufacturing employees

47. Coverage of Part 9 of this award

Part 9 of this award only applies to vehicle manufacturing employees covered by clause 4.8(a)(xi).

48. Casual loading for vehicle manufacturing employees in the technical field

[47 renumbered as 48 by PR740144 ppc 02May22]

48.1 Employees engaged in the technical field are entitled to a casual loading of 17.5% and, in addition, are entitled to annual leave and annual leave loading on a pro rata basis, provided that a casual loading of 25% may apply instead of these entitlements.

48.2 An employer must on engagement settle with the employee whether the alternative entitlement of a casual loading of **25%** will apply to the employee and record this decision. Any change to the original entitlement should only be by mutual agreement and placed on the employee's record.

49. Payment of fees for vehicle manufacturing trainees

49.1 A trainee who attends in any one year not less than **80%** of the maximum possible attendances of the approved course at the training institution at which they are pursuing a course of study, and passes the annual examinations in that year, or if there is no examination, receives a satisfactory report, will be reimbursed by the employer all fees paid by the employee for that course during that year. In the case of a trainee who complies with the foregoing requirement for attendances and who passes or receives a satisfactory report in a proportion of the subjects taken by the employee in any year, the employer will reimburse a like proportion of fees.

49.2 The employer will not, however, be required to reimburse fees or a proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course.

49.3 Provided that, where a trainee is in the employ of more than one employer in any school year, then the last such employer will be liable only for the payment of fees pro rata to the period of employment with that employer.

50. Ordinary hours of work—shiftworkers—vehicle manufacturing employees

50.1 Ordinary hours of work—continuous work shifts—vehicle manufacturing employees

(a) For the purposes of clause 49 and clause 55.1, **continuous work** means work carried out on consecutive shifts throughout the 24 hours of each of at least 5 consecutive days without interruption except during breakdowns or meal breaks (if any).

(b) An employee working on continuous work shifts will work up to 6 shifts per week, as may be required.

(c) The ordinary hours of shiftworkers on continuous work will average 38 per week, inclusive of crib time, and will not exceed 152 hours in 28 consecutive days. Where the employer and the majority of employees agree, a roster system may operate on the basis that the weekly average of 38 hours is achieved over a period which exceeds 28 consecutive days.

(d) Subject to clause 49.1(e), continuous shiftworkers will work such times as the employer may require.

(e) A shift will consist of not more than 10 hours, inclusive of crib time. Provided that:

(i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned;

(ii) except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours;

(iii) 20 minutes will be allowed to shiftworkers each shift for crib which will be counted as time worked; and

(iv) the ordinary hours will be worked continuously except for meal breaks.

50.2 Ordinary hours of work—other than continuous work shifts—vehicle manufacturing employees

(a) Clause 49.2 applies to shiftworkers not on continuous work as defined in clause 49.1(a).

(b) Subject to clause 49.2(e), the ordinary hours of work will be an average of 38 per week but not exceeding 152 days within a period not exceeding 28 consecutive days.

(c) Provided that where the employer and the majority of employees agree 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.

(d) The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than 5 hours without a break for a meal.

(e) Except at regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours provided that:

(i) the ordinary hours of work prescribed above will not exceed 10 hours on any day; and

(ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work station or sections concerned.

51. Meal break—vehicle manufacturing employees in the technical field

In respect of vehicle manufacturing employees engaged in the technical field, the meal break in clause 18.1 must be not less than 30 minutes or more than one hour and must be between the hours of 11.30 am and 2.00 pm Monday to Friday for day workers. The time will be as agreed between the employer and the majority of employees.

52. Tea breaks—Vehicle manufacturing employees

52.1 Employees other than those in the technical field

In addition to a meal break, an employer may provide to an employee either a morning or afternoon tea break not exceeding 15 minutes. Where a break is unpaid it must not exceed 15 minutes duration. Where both a morning and an afternoon tea break are provided on the same day or shift, at least one of these breaks must be paid.

52.2 Morning and afternoon tea—technical field employees

(a) Employees are entitled to a 10 minute morning tea rest period at a time fixed by the employer.

(b) Employees are permitted to partake of a refreshment in the afternoon without interrupting work.

53. Junior tracers in the technical field—vehicle manufacturing employees

53.1 The following minimum rates apply to junior tracers in vehicle manufacturing in the technical field:

Years of age	% of V3 rate
16 years and under	54
17 years	59
18 years	67
19 years	76
20 years	83

54. Allowances and related matters—vehicle manufacturing employees

[Varied by PR718827, PR718982]

NOTE: See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

54.1 Tool allowance—Tradespersons and apprentices in vehicle manufacturing

[54.1(a) varied by PR718982 ppc 01Nov20 PR774063 ppc 01Jul24]

(a) A tradesperson required by his/her employer to provide his/her own hand tools will be paid a tool allowance of **$17.92** per week.

[54.1(b) varied by PR718982 ppc 01Nov20 PR774063 ppc 01Jul24]

(b) Apprentices and adult apprentices will be paid the following weekly tool allowance where they are required by their employer to provide their own tools:

Year of apprenticeship	$
Level 1 or 1st year	7.58
Level 2 or 2nd year	9.81
Level 3 or 3rd year	13.48
Level 4 or 4th year	15.83

(c) Notwithstanding anything elsewhere contained in this award, such tool allowance will not be subject to overtime, shift premium or other penalty additions or annual leave loading.

54.2 Inspector's allowance

[53.2 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

Inspectors will be paid **$45.66** per week in excess of the rate payable to the employee whose work an inspector is required to inspect.

54.3 Carpenters' allowance

[53.3 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

A carpenters' allowance of **$0.37** per hour is payable to a carpenter engaged on large structural alterations to buildings, whether external or internal.

54.4 Goggles

(a) The employer will reimburse the employee for the cost of purchasing goggles where the employee is required to wear suitable mica or other goggles when using an emery wheel or rotary wire brushes.

(b) Clause 53.4(a) does not apply where protective equipment is fitted to a machine or where the goggles are supplied to the employee at the employer's expense.

(c) Where such goggles are supplied without cost to the employee, they will remain the property of the employer.

54.5 Glass or slag wool

[54.5 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An allowance of **$1.09** per hour is payable to 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.

54.6 Handling garbage

[54.6 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An allowance of **$0.84** per hour is payable to an employee employed as a driver or driver's assistant on a vehicle handling garbage. An employee who receives this allowance is not entitled to the Dirty Work special rate in clause 30.4(g) at the same time.

54.7 Boiler house employees

[54.7 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

An allowance of **$1.70** per hour is payable to an employee engaged in a boiler house inside the gas or water space of any boiler, flue or economiser in cleaning or scraping work. This allowance shall not be payable where, by agreement between the employer and employee, the employer provides the employee with overalls that are acceptable to the employee.

54.8 Fork-lift or cranes allowance

[54.8 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]]

Where 2 or more fork-lifts or cranes are engaged in any one lift the drivers thereof will be paid an allowance of **$3.25** for each day so occupied.

55. Accident Pay—vehicle manufacturing employees

[54 renumbered as by PR740144 ppc 02May22].

55.1 Definitions

For the purpose of clause 55, the following definitions will apply

(a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of injury (not including over award payments).

(b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

55.2 Entitlement to accident pay

(a) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation.

(b) An employee will only be entitled to payment under clause 55.2 while the employee remains in employment of the employer. However, an employer must not terminate the employment of the employee to avoid any payment under clause 55.2.

55.3 Notice of injury

When an employee receives an injury for which the employee claims to be entitled to payment under clause 55.3, the employee shall give notice in writing of the injury to the employer as soon as reasonably practicable after receiving the injury. Notice can be given by a representative of the employee.

55.4 Maximum period

The maximum period or aggregate of periods of accident pay to be made by an employer shall be 26 weeks for any one injury. The 26 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury.

55.5 Pro rata payments

For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

55.6 Return to work

If an employee entitled to accident pay under clause 55 returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

55.7 When not entitled to payment

(a) An employee will not be entitled to any payment under clause 55 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

(b) An employee will not be entitled to any payment under clause 55 in respect of any injury during the first 5 normal working days of incapacity.

(c) An employee will not be entitled to any payment under clause 55 for any incapacity occurring during the first 3 weeks of employment, unless such incapacity continues beyond the first 3 weeks of employment. If the incapacity continues beyond the first 3 weeks of employment then the provisions of clause 55 will apply to the period of incapacity after the first 3 weeks.

(d) An employee will not be entitled to any payment under clause 55 for industrial diseases contracted by gradual process, or injuries subject to recurrence, aggravation or acceleration unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

55.8 Medical examination

(a) In order to receive accident pay an employee shall conform to the requirements of the applicable workers' compensation legislation relating to medical examination.

(b) If:

(i) a medical referee gives a certificate in accordance with the applicable workers' compensation legislation as to the condition of the employee and fitness for work, or specifies work for which the employee is fit; and

(ii) this work is made available by the employer; and

(iii) the employee refuses the work or fails to commence the work;

the provisions of clause 55 will cease to apply to the employee from the date of refusal or failure to commence the work.

55.9 Redemptions

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

55.10 Damages independent of Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under clause 55 and the employee will not be entitled to any further accident pay thereafter.

55.11 When payments cease

All rights to payment under clause 55 will cease on the death of an employee.

55.12 Changes to rates in workers' compensation legislation

The amount of accident pay payable under clause 55 shall not increase in the event that there are any changes to compensation rates under the applicable workers' compensation legislation.

55.13 Engagement of employee

Upon commencement of employment, an employee may be required to declare all workers' compensation claims made in the previous 5 years. In the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit entitlement to payment under clause 55.

55.14 Casual Employees

For a casual employee the weekly payment referred to in clause 55.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

55.15 No obligation to take out insurance

Nothing in clause 55 requires an employer to insure against liability for the payment of benefits under clause 55.

56. Shiftwork and rates—vehicle manufacturing employees

[Corrected by PR722598; 55 renumbered as 56 by PR740144 ppc 02May22; varied by PR747335]

56.1 Penalty **rates for shiftworkers**

[56.1 corrected and renamed by PR722598 ppc 29May20]

(a) For the purposes of this section:

(i) **afternoon shift** means a shift commencing not later than 6.00 pm on any day.

(ii) **night shift** means a shift commencing at any time after 6.00 pm on any day.

(b) An employee who works an afternoon or night shift (other than a continuous work shift):

(i) which does not continue for 5 successive working afternoons or nights or more in a 5 day workshop or 6 successive afternoons or nights or more in a 6 day workshop or for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 49.1(c) and 49.1(e)(iv) will be paid at the rate of **150% of the minimum hourly rate**; or

(ii) which has been in operation for 5 successive afternoons or nights or more in a 5 day workshop or 6 successive afternoons or nights or more in a 6 day workshop will be paid the following amounts:

Shift (other than continuous)	% of minimum hourly rate
Night shift only	130
Alternating night and afternoon shifts	118
Alternating day and night shifts—rate for the night shift	112.5
Afternoon shift only	118

Shift (other than continuous)	% of minimum hourly rate
Alternating day and afternoon shifts—rate for the afternoon shift	112.5
Alternating day, afternoon and night shifts—rate for the afternoon and night shift	112.5

(c) The extra rates prescribed above will be payable only when shifts are changed once in every 3 weeks or shift cycle agreed pursuant to clause 49.1(b) or clause 49.1(a), otherwise the extra rates prescribed for night shifts and afternoon shifts will apply.

(d) An employee working continuous work shifts will whilst on an afternoon or night shift be paid at the rate of **112.5% of the minimum hourly rate**.

(e) The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on a Saturday will be **125% of the minimum hourly rate**. This rate will be in substitution for and not cumulative upon the shift premiums prescribed in clauses 55.1(c) and 55.1(d).

56.2 Penalty rates for shiftworkers—Sunday shifts

[New 56.2 inserted by PR722598 ppc 29May20]

(a) Where an employee works an afternoon or night shift on a Sunday, the work done will be paid for at the rate of 200% of the minimum hourly rate.

(b) A shift commencing before 10.45 pm on a Sunday will be regarded as a Sunday shift and all work done during that shift will be paid for at the rate of 200% of the minimum hourly rate.

(c) A shift commencing at 10.45 pm or between 10.45 pm and midnight on a Sunday will not be regarded as a Sunday shift and work done during that shift will not entitle an employee to the Sunday rate.

(d) A shift commencing before midnight on the day preceding a Sunday and extending into the Sunday will be regarded as Sunday shift and all work done during that shift will be paid for at the rate of 200% of the minimum hourly rate.

56.3 Penalty rates for shiftworkers—public holiday shifts

[56.3 inserted by PR722598 ppc 29May20]

(a) An employee who works an afternoon or night shift on a public holiday will be paid for that work at the rate of 250% of the minimum hourly rate.

(b) A shift commencing before 10.45 pm on a public holiday will be regarded as a public holiday shift and all work done during that shift will be paid for at the rate of 250% of the minimum hourly rate.

(c) Except as provided in clause 56.3(e) a shift commencing at 10.45 pm or between 10.45 pm and midnight on a public holiday will not be regarded as a public holiday shift and work done during that shift will not entitle an employee to the public holiday rate.

(d) Except as provided in clause 56.3(e) a shift commencing before midnight on the day preceding a public holiday and extending into the public holiday will be regarded as a public holiday shift and all work done during that shift will be paid for at the rate of 250% of the minimum hourly rate.

(e) Notwithstanding clauses 56.3(c) and 56.3(d) where an employee is rostered for a shift which terminates on a public holiday and a shift which commences on the same public holiday, one shift only will be regarded as the public holiday shift and such shift will be the one, the major portion of which falls on the public holiday.

[56.3(f) varied by PR747335 ppc 14Nov22]

(f) For the purpose of clause 56.3 public holiday means a day or part-day provided for in clause 40—Public holidays.

56.4 Payments stand alone

[56.2 corrected and renumbered by PR722598 ppc 29May20]

Payments prescribed by clause 56 will stand alone and will not be included for any other purposes of this award.

56.5

57. Overtime—vehicle manufacturing employees

[Varied by PR718982, PR729449; 56 renumbered as 57 by PR740144 ppc 02May22; varied by PR740856, PR762282, PR774063, PR786712, PR799448]

57.1 Time off instead of payment for overtime

(a) Time off instead of payment for overtime may be provided if an employee so elects and is agreed to by the employer.

(b) Time off instead of payment for overtime must be taken at a mutually convenient time within 4 weeks of the overtime being worked. However, an employee with the agreement of the employer may elect to bank up to 8 hours of time off instead of overtime to be taken no later than 8 weeks after the overtime was worked.

(c) Any agreement reached in accordance with clause 57.1 should be placed in writing and recorded with the employee's wage records and for file. Any hours banked and cleared in accordance with clause 57.1 must be recorded in the employees wage records.

(d) Time off instead of payment for overtime must equate to the overtime rate i.e. if the employee works one hour overtime and elects to claim time off instead of payment the time off would be equal to time and a half.

(e) Provided that where an employee's employment is terminated or the employee resigns or the entitlement has not been taken, the entitlement will be paid out at the rate at which it was accrued.

(f) Clause 57.1 will not apply when the time is worked:

(i) by arrangement between the employees themselves;

(ii) for the purpose of effecting the customary rotation of shifts; or

(iii) in accordance with clause 17.7—Make up time in this award.

57.2 Overtime crib breaks

(a) An employee required to work overtime for more than 1.5 hours after working ordinary hours will be allowed a crib break of 20 minutes before starting such overtime. The crib break will be paid at the minimum hourly rate.

(b) An employee required to work overtime will be allowed a crib break of 20 minutes without deduction of pay after each 4 hours of overtime worked provided work continues after the crib break.

(c) Where a day worker is required to work overtime on a Saturday, the first prescribed crib break if occurring between 10.00 am and 1.00 pm will be paid at the minimum hourly rate.

(d) An employer and employee may agree to any variation of clause 57.2 to meet the circumstances of the work in hand, provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

(e) Clause 57.2 will not apply to an employee working overtime on a Sunday or public holiday unless the employee is rostered to work any of their ordinary hours on that day

57.3 Crib breaks – Sundays and public holidays

(a) An employee working on a Sunday or a public holiday for more than 9.5 hours will at the end of 8 hours be allowed a crib break of 20 minutes which will be paid for at the minimum rate.

(b) An employee working on a Sunday or a public holiday for more than 8 hours will be allowed a crib break of 20 minutes without deduction of pay after each 4 hours worked beyond 8 hours providing the employee continues work after such crib break.

(c) An employer and employee may agree to a variation of clause 57.3 to meet the circumstances of the work in hand; provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

57.4 Meal allowance

[57.4(a) varied by PR718982, PR729449, PR740856, PR762282, PR774063, PR786712, PR799448 ppc 01Jul26]

(a) A meal allowance of **$18.67** per meal is payable to an employee who is required to work overtime for more than 1.5 hours and was not notified of the requirement to work overtime on the previous day or earlier.

(b) The meal allowance is not payable if the employer supplies the employee with a meal, or if the employee lives in the same locality as the workplace and can reasonably return home for meals.

(c) Unless an employer advises an employee on the previous day or earlier that the amount of overtime will include more than one meal, the employer will provide a 2nd meal and/or subsequent meal or pay a meal allowance to the employee for the second and/or subsequent meal.

(d) If an employee has been notified that they will be working overtime and has provided a meal or meals but is not required to work overtime or is required to work less overtime than the amount advised, the employee will still be paid the meal allowance.

(e) Clause 57.4 will not apply to an employee working overtime on a Sunday or a public holiday, unless the employee is rostered to work any of their ordinary hours on that day.

57.5 Minimum break between shifts

(a) When overtime work, including work on a rostered day off or work on a Sunday or a public holiday, is necessary, it will wherever reasonably practicable be arranged so that an employee works not more than 14 hours in any period of 24 consecutive hours and so that each employee may have at least 10 consecutive hours off duty in each such 24 consecutive hours.

(b) Subject to the exceptions referred to in clause 57.6, on the completion of a period of work an employee is required to have a period of 10 consecutive hours off duty from their ordinary working time without loss of pay until recommencing work.

(c) If, on the direction of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at **200%** of the minimum hourly rate until released from duty. The employee will then be entitled to be absent for 10 consecutive hours off duty without loss of pay for any ordinary working time occurring during such absence.

57.6 Call backs

(a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours' work at the appropriate rate for each time recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full 3 hours if the employee was recalled to perform work which is completed within a shorter period.

(b) Clause 57.6 will not apply where:

(i) it is customary for an employee to return to an employer's premises for periods not exceeding 30 minutes each to perform a specific job outside the ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time recalled; or

(ii) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.

(c) Where the actual time worked is less than 3 hours on such recall or each of such recalls, overtime worked in the circumstances specified in clause 57.6 will not be regarded as overtime for the purposes of clause 57.6(a).

Schedule A—Classification Structure and Definitions

[Varied by PR744246, PR780202]

A.1 The classification structure and definitions set out in clauses A.3 and A.4 apply to employees covered by this award, except where otherwise specified.

A.2 This Schedule does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The classification structure and definitions for these employees are prescribed in Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators of this award.

A.3 Classification structure

A.3.1 C1–C14 Levels

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
C1	Professional Engineer Professional Scientist	Degree	180/210%
	NOTE: Professional Engineers and Professional Scientists in Level C1 are covered by the *Professional Employees Award 2010*		
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	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.	150%
	Principal Supervisor/ Trainer/Co-ordinator	Advanced Diploma or equivalent of which at least 50% of the competencies are in supervision/training.	
C3	Engineering Associate/ Laboratory Technical Officer—Level II	Advanced Diploma of Engineering, Advanced Diploma of Laboratory Operations, or equivalent.	145%

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
C4	Engineering Associate/ Laboratory Technical Officer—Level 1	80% towards an Advanced Diploma of Engineering, 80% towards an Advanced Diploma of Laboratory Operations, or equivalent.	135%
C5	Advanced Engineering Tradesperson—Level II	Diploma of Engineering—Advanced Trade, or equivalent.	130%
	Engineering/Laboratory Technician—Level V	Diploma of Engineering—Technical, Diploma of Laboratory Technology, or equivalent.	
C6	Advanced Engineering Tradesperson—Level 1	C10 + 80% towards a Diploma of Engineering—Advanced Trade, or equivalent.	125%
	Engineering/Laboratory Technician—Level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering—Technical, 50% towards an Advanced Diploma of Laboratory Operations or 85% towards a Diploma of Laboratory Technology, or equivalent.	
C7	Engineering/ Manufacturing Tradesperson—Special Class Level II	Certificate IV in Engineering, or C10 + 60% towards a Diploma of Engineering, 60% towards a Diploma of Laboratory Technology, or equivalent.	115%

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
	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, 45% towards an Advanced Diploma of Laboratory Operations, or 70% towards a Diploma of Laboratory Technology, or equivalent	
C8	Engineering/ Manufacturing Tradesperson—Special Class Level I	C10 + 40% towards a Diploma of Engineering, or equivalent	110%
	Engineering/Laboratory Technician—Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering—Technical, 40% towards an Advanced Diploma of Laboratory Operations, 60% towards a Diploma of Laboratory Technology, 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	

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
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		
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%

A.3.2 The percentage wage relativities to C10 in the table in clause A.3.1 reflect the percentages prescribed in 1990 in *Re Metal Industry Award 1984—Part I* (M039 Print J2043). The minimum rates 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.

A.3.3 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 rate paid to the highest technically qualified employee supervised or trained subject to clause 20.2(g)(i).

(b) Supervisor/Trainer/Coordinator—Level II: **115%** of the minimum rate paid to the highest paid employee supervised or trained subject to clause 20.2(g)(ii).

(c) Supervisor/Trainer/Coordinator—Technical: **107%** of the minimum rate applicable to the employee's technical classification.

A.4 Classification definitions

A.4.1 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 the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, 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 metal and engineering 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 the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, and endorsed by Australian Industry Skills Committee; or

- where an employee has a qualification, clause 20.6(b)(iv) 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 20.6(c).

A.4.2 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.

A.4.3 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, work 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.

[A.4.3(a)(iii) inserted by PR780202 ppc 01Jan25]

(iii) Within a period of 3 months, the employee will be reclassified to Engineering/Manufacturing Employee – Level II

A.4.4 Wage Group: C13

(a) Engineering/Manufacturing Employee—Level II

[A.4.4(a)(i) substituted by PR780202 pc 01Jan25]

(i) An Engineering/Manufacturing Employee—Level II is an employee who has completed up to 3 months' employment at Level I 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.

A.4.5 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.

A.4.6 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.

A.4.7 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.

A.4.8 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 A.3.1 of Schedule A—Classification Structure and Definitions 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.

A.4.9 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 A.3.1 of Schedule A—Classification Structure and Definitions 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.

A.4.10 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 A.3.1 of Schedule A—Classification Structure and Definitions 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.

A.4.11 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 A.3.1 of Schedule A—Classification Structure and Definitions 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.

A.4.12 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 A.3.1 of Schedule A—Classification Structure and Definitions 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.

A.4.13 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 A.3.1 of Schedule A—Classification Structure and Definitions 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, work 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.

A.4.14 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 A.3.1 of Schedule A—Classification Structure and Definitions 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.

A.4.15 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 work 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).

A.4.16 Wage Group: C2(b)
Principal Technical Officer

(a) 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:

(i)	• 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
(ii)	• 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.

(b) 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.

A.5 Indicative Tasks for employees covered by clause 20.6(c)

A.5.1 For an employee covered by clause 20.6(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 A.1–A.4.

A.5.2 For the purposes of clause A.4.4 (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.

A.5.3 For the purposes of clause A.4.5 (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.

A.5.4 For the purposes of clause A.4.6 (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 3 cubic metres;

- bulk paint tinting and resin manufacturing.

A.5.5 For the purposes of clause A.4.7 (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 B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators

B.1 This Schedule applies only to vehicle manufacturing employees covered by clause 4.8(a)(xi).

B.2 V1—Vehicle industry/production employee Level 1

B.2.1 A Vehicle industry/production employee—Level 1 is an employee 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, work health and safety, equal employment opportunity and quality control/assurance.

B.2.2 An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

(a) performs general labouring and cleaning duties;

(b) exercises minimal judgment;

(c) works under direct supervision; and

(d) is undertaking structured training so as to enable them to work at V2 Level.

B.2.3 Classifications at Level V1:

- Assembler, cushion and squab including spring frame
- Dipper solder or tin
- Degreaser at liquid or vapour bath
- Electroplater—3rd class
- Garage attendant
- Greaser and/or oiler
- Grinder using fixed gear
- Heat treat attendant—first 3 months
- Janitor and/or convenience attendant
- Machinist (metal)—3rd class
- Packer other than as defined
- Paster trim
- Paintshop assistant
- Pickler
- Plastics developer (b) second class (2) first month's experience
- Pleat stuffer
- Press operators assistant
- Shot and/or sand blast operator
- Spring coil machinist not required to set up machine

- Washer using phenyl etc.

B.3 V2—Vehicle industry/production employee Level 2

B.3.1 A Vehicle industry/production employee—Level 2 is an employee who has met the requirements of the Certificate I in Automotive Manufacturing (AUM10113), or equivalent.

B.3.2 An employee at this level performs work above and beyond the skills of an employee at Level V1 and to the level of their training:

(a) works under direct supervision either individually or in a team environment;

(b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and

(c) understands and utilises basic statistical process control procedures.

B.3.3 Indicative of the tasks which an employee at this level may perform are the following:

(a) repetition work on automatic, semiautomatic or single purposes machines or equipment;

(b) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;

(c) basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;

(d) uses selected hand tools;

(e) boiler cleaning; and

(f) maintains simple records.

B.3.4 Classifications at Level V2:

- Assembler when not on line
- Concrete worker
- Case maker and/or repairer
- Dogman
- Drier
- Furnace person other than on cupola
- Grinder using portable machine foundry
- Guillotine machinist
- Packer as defined in Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators
- Press operator light
- Process Worker
- Sewing machinist
- Spring coiling machinist required to set up machine
- Spring maker required to set up machine
- Tradespersons assistant

- Welder—electric spot and buff
- Vyceman
- Wood machinist—2nd class

B.4 V3—Vehicle industry/production employee Level 3

B.4.1 A Vehicle industry/production employee—Level 3 is an employee who has met the following training requirements, or equivalent:

(a) Completion of **75%** of the units of competency of a Certificate II in Automotive Manufacturing Production - Passenger Motor Vehicle (AUM20113); or

(b) Completion of **75%** of the units of competency of a Certificate II in Automotive Manufacturing Production - Bus, Truck and Trailer (AU20213).

B.4.2 An employee at this level performs work above and beyond the skills of an employee at V2 and to the level of their training:

(a) is responsible for the quality of their own work subject to routine supervision;

(b) works under routine supervision either individually or in a team environment; and

(c) exercises discretion within their level of skills and training.

B.4.3 Indicative of the tasks which an employee at this level may perform are the following:

(a) operates flexibly between assembly stations;

(b) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level V2;

(c) non-trade vehicle industry skills;

(d) basic tracing and sketching skills;

(e) receiving, dispatching, 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;

(f) basic inventory control in the context of a production process;

(g) basic keyboard skills;

(h) advanced soldering techniques;

(i) boiler attendant;

(j) operation of mobile equipment including fork-lifts, hand trolleys, pallet trucks, (overhead cranes and winch operation);

(k) ability to measure accurately;

(l) assists one or more tradespersons; and

(m) welding which requires the exercise of knowledge and skills above Level V2.

Classifications at Level V3:

- Air hammer operator
- Assembler and/or wirer tractor and assembler etc.
- Band sawyer
- Boiler attendant or fireman

- Cold setter
- Dismantler
- Driller of body panels
- Electric machine cutter trim
- Electroplater second class
- Furnace person foundry
- Grinder other than in assembly plant
- Heat treatment attendant
- Machinist—2nd class
- Machine setter other
- Material chaser
- Moulder
- Painter on prime coats other than in assembly plant, on floors, chassis, etc.
- Painter's wet rubber
- Plastics developer—2nd class
- Polisher
- Press operator over 250 tonnes
- Slinger
- Solder other
- Spring maker by hand
- Stopper up
- Storeworker or packer

B.5 V4—Vehicle industry/production employee Level 4

B.5.1 A Vehicle industry/production employee—Level V4 is an employee who has met the following training requirements, or equivalent:

(a) Completion of **80%** of the Certificate III in Automotive Manufacturing Technical Operations - Passenger Motor Vehicle (AUM30213); or

(b) Completion of **60%** of the Certificate III in Automotive Manufacturing Technical Operations - Bus, Truck and Trailer (AUM30313).

B.5.2 An employee at this level performs work above and beyond the skills of an employee at V3 and to the level of their training:

(a) works from complex instructions and procedures;

(b) assists in the provisions of on the job training to a limited degree;

(c) co-ordinates work in a team environment or works individually under general supervision; and

(d) is responsible for assuring the quality of their own work.

B.5.3 Indicative of the tasks which an employee at this level may perform are the following:

(a) uses precision measuring instruments;

(b) machine setting, loading and operation;

(c) rigging (certificated);

(d) inventory and store control including;

(e) licensed operation of all appropriate materials handling equipment including driver GVM up to 8 tonnes;

(f) use of tools and equipment within the scope (basic non-trades) maintenance;

(g) computer operation at a level higher than that of an employee at Level V3;

(h) intermediate keyboard skills;

(i) basic vehicle industry and fault finding skills;

(j) performs basic quality checks on the work of others;

(k) licensed and certified for fork-lift, engine driving and crane driving operations to a level higher than Level V3; and

(l) has a knowledge of the employer's operation as it relates to production process.

B.5.4 Classifications at Level V4:

- Annealer and/or case hardener
- Assembler and/or wirer chassis
- Assembler of bodies or parts when on line
- Body maker—2nd class
- Boiler attendant
- Crane driver
- Dent knocker
- Die setter press
- Fork-lift driver, mobile crane driver and driver of motor vehicle up to 8 tonnes.
- Grinder using portable machine assembly plant
- High stack operator
- Metal finisher
- Painter on prime coats vehicle assembly plants
- Rigger
- Solderer on the line
- Spotter and/or toucher up
- Squab or cushion maker

- Trimmer sectional
- Welder other than trade using oxy, etc.

B.6 V5—Vehicle industry tradesperson—Level 1 & Production systems employee—Level 5

B.6.1 Vehicle industry tradesperson—Level 1

(a) A Vehicle industry tradesperson—Level 1 is an employee who holds a trade certificate or tradesperson's rights certificate in one of the electrical/electronic, mechanical or fabrication vehicle industry streams, or equivalent, and is able to exercise the skills and knowledge of that trade.

(b) An Vehicle industry tradesperson—Level 1 works above and beyond an employee at V4 and to the level of their training:

(i) understands and applies quality control techniques;

(ii) exercises good interpersonal, communications skills;

(iii) exercises keyboard skills higher than Level V4;

(iv) exercises discretion within the scope of this grade;

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

(vi) operates all lifting equipment incidental to their work;

(vii) perform non-trade tasks incidental to their work; and

(viii) performs work which, while primarily involving the skills of the employees trade, is incidental or peripheral to the primary tasks and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

B.6.2 Vehicle industry production system employee—Level 5

(a) A Vehicle industry production systems employee —Level 5 is an employee who has met the requirements of a Certificate III in Automotive Manufacturing Technical Operations - Bus, Truck and Trailer (AUM30213) or a Certificate III in Automotive Manufacturing Technical Operations - Passenger Motor Vehicle (AUM30313), or equivalent.

(b) A Vehicle industry production systems employee—Level 5 works above and beyond an employee at V4 and to the level of their training:

(i) understand and applies quality control techniques;

(ii) exercises good interpersonal communications skills;

(iii) exercises discretion within the scope of this grade;

(iv) exercises keyboard skills at a level higher than V4; and

(v) performs work under general supervision either individually or in a team environment.

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

(i) approves and passes first off samples and maintains quality of product;

(ii) works from production drawings, prints and plans;

(iii) operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;

(iv) can perform a range of vehicle industry maintenance functions including;

(v) removing equipment fastenings including use of destructive cutting equipment;

(vi) lubrication of production equipment;

(vii) running adjustments to production equipment;

(viii) operates all lifting equipment;

(ix) 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;

(x) understands and applies computer techniques as they relate to production process operations;

(xi) first class engine drivers' certificate;

(xii) high level stores and inventory responsibility beyond the requirements of an employee at Level V4;

(xiii) assists in the provision of on-the-job training in conjunction with tradespersons and trainers; and

(xiv) has a good knowledge of the employers operations as it relates to the production process.

B.6.3 Classifications at Level V5:

- Automotive electrician
- Bodymaker—1st class
- Boilermaker
- Cabinet maker
- Carpenter
- Die setter when working on try outs
- Electrical fitter
- Electroplater—1st class
- Fitter and turner
- Heat treater
- Jigmaker
- Machinist—1st class
- Motor mechanic
- Motor tuner and tester
- Motor body developer
- Painter
- Patternmaker
- Plastics developer first class
- Plumber
- Refrigerator mechanic

- Signwriter
- Smith tradesperson
- Spring maker
- Tradesperson marker off
- Trouble chaser
- Trimmer
- Welder
- Wood machinist—1st class

B.7 V6—Vehicle industry tradesperson—Level II & Vehicle industry/technician—Level I

B.7.1 Vehicle industry tradesperson—Level II

(a) A Vehicle industry tradesperson—Level II is a tradesperson who has met the requirements of an Engineering/Manufacturing Tradesperson – Level II (classification level C9), as set out in the classification structure at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(b) A Vehicle industry tradesperson—Level II works above and beyond a tradesperson at Level V5 and to the level of their skills and competence and training performs work within the scope of the level:

(i) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;

(ii) exercises discretion within the scope of this grade;

(iii) works under general supervision either individually or in a team environment;

(iv) understands and implements quality control techniques;

(v) provides trades guidance and assistance as part of a work team; and

(vi) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Vehicle industry tradesperson Level I.

B.7.2 Vehicle industry/technician—Level I

(a) Vehicle industry/technician – Level I is a technician who has met the requirements of an Engineering/Laboratory Technician – Level I (classification level C9), as set out in the classification structure at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(b) The skills exercised by the Technician—Level I are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.

(c) At this level the employee is engaged on routine tasks in the technical fields.

B.8 V7—Vehicle industry tradesperson—Level III & Vehicle industry/technician Level II

B.8.1 Vehicle industry tradesperson Level III—special class

(a) A Vehicle industry tradesperson—Level III is a tradesperson who has met the requirements of an Engineering/Manufacturing Tradesperson – Special Class Level I (classification level C8), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(b) A Vehicle industry tradesperson—Level III works above and beyond a tradesperson at Level V6 and to the level of their skills, competence and training performs work within the scope of the level:

(i) is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;

(ii) provides trade guidance and assistance as part of a work team;

(iii) assists in the provision of training, in conjunction with supervisors and trainers;

(iv) understands and implements quality control techniques; and

(v) works under limited supervision either individually or in a team environment.

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

(i) exercises high precision trade skills, using various materials and/or specialised techniques;

(ii) performs operations on a Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) terminal in the performance of routine modifications to Numeric Control/Computer Numeric Control (NC/CNC) programs; and

(iii) high voltage switching.

(d) Vehicle industry technician—Level II

(i) Vehicle industry technician—Level II is a technician who has met the requirements of an Engineering/Laboratory Technician – Level II (classification level C8), as set out in the classification structure at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(ii) The skills exercised by the Technician - Level II are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.

(iii) At this level the employee is required to exercise judgment and skill in excess of that required at V6 under the supervision of technical or professional staff.

B.9 V8—Vehicle industry tradesperson—Level IV & Vehicle industry technician—Level III

B.9.1 Vehicle industry tradesperson Level IV—special class

(a) A Vehicle industry tradesperson Level IV is a tradesperson who has met the requirements of an Engineering/Manufacturing Tradesperson – Special Class Level II (classification level C7), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(b) A Vehicle industry tradesperson Level IV—special class works above and beyond an employee at Level V7 and to the level of their skills, competence and training performs work within the scope of the level:

(i) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;

(ii) is able to provide trade guidance and assistance as part of a work team;

(iii) assists in the provision of training in conjunction with supervisors and trainers;

(iv) understands and implements quality control techniques; and

(v) works under limited supervision either individually or in a team environment.

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

(i) works in machines or equipment which utilise complex electric/electronic circuitry;

(ii) and/or hydraulic/pneumatic controls or a combination thereof;

(iii) works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles;

(iv) applies advanced computer numerical control techniques in machining, cutting, welding or fabrication;

(v) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;

(vi) works on complex or intricate interconnected electrical circuits; and

(vii) works on complex radio/communication equipment.

(d) Vehicle industry technician—Level III

(i) Vehicle industry technician—Level III is a technician who has met the requirements of an Engineering/Laboratory Technician—Level III (classification level C7), as set out in the classification structure at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(ii) The skills exercised by the Vehicle industry technician—Level III are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.

(iii) At this level the employee is engaged in detailed drafting and/or planning or technical duties requiring judgment and skill in excess of a technician at Level V7 under the supervision of technical staff or professional staff.

(e) Vehicle Industry automotive developer – Level I

Vehicle industry automotive developer—Level I is an employee who has met the requirements of a Certificate IV in Automotive Manufacturing (Release 1), or equivalent.

B.10 V9—Vehicle industry tradesperson—Level V & Vehicle industry technician—Level IV

B.10.1 Vehicle industry tradesperson—Level V

(a) A Vehicle industry tradesperson—Level V is a tradesperson who has met the requirements of an Advanced Engineering Tradesperson—Level I (classification level C6), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(b) A Vehicle industry tradesperson—Level V works above and beyond a Tradesperson at Level V8 and to the level of their skills, competence and training performs work within the scope of the level:

(i) undertakes quality control and work organisation at a level higher than Level V8;

(ii) provides trade guidance and assistance as part of a work team;

(iii) assists in the provision of training to employees in conjunction with supervisors/trainers;

(iv) works under limited supervision either individually or in a team environment;

(v) prepares reports of a technical nature on specific tasks or assignments as directed;

(vi) exercises broad discretion within the scope of this level;

(vii) operates lifting equipment incidental to their work; and

(viii) performs non-trade tasks incidental to their work.

(c) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

(i) working on combinations of machines or equipment which utilise complex electrical, electronic, mechanical or fluid power principles;

(ii) working on instruments which make up a complex control system which utilises some combination of electrical, or electronic, mechanical or fluid power principles and electronic circuitry containing complex digital and/or analogue control systems utilising integrated circuitry;

(iii) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for V8;

(iv) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry;

(v) a Vehicle industry tradesperson—Level V works above and beyond a tradesperson at Level V8 and the level of their skills, competencies and training performs work with the scope of this level;

(vi) provides technical guidance or advice within the scope of this level;

(vii) prepares reports of a technical nature on specific tasks or assignments within the employees skills and competencies;

(viii) 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;

(ix) assists in the provision of on-the-job training in conjunction with supervisors and trainers;

(x) operates lifting equipment incidental to their work; and

(xi) performs non-trade tasks incidental to their work.

(d) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

(i) through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;

(ii) set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a Vehicle industry tradesperson—Level IV;

(iii) works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry; and

(iv) works on complex electronics, instruments, communications equipment or control systems which utilise electronic principles and electronics circuitry containing complex analogue and/or digital control systems using integrated circuitry.

B.10.2 Vehicle industry technician—Level IV

(i) Vehicle industry technician—Level IV is a technician who has met the requirements of an Engineering/Laboratory Technician – Level IV (classification level C6), as set out in the classification structure at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(ii) The skills exercised by the Vehicle industry technician—Level IV are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.

(iii) At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgment and skill in excess of that required of a technician at V8 under the supervision of technical and/or professional staff.

B.11 V10—Vehicle industry tradesperson—Level VI & Vehicle industry technician Level V

B.11.1 Vehicle industry tradesperson—Level VI

(a) A Vehicle industry tradesperson—Level VI is a tradesperson who has met the requirements of an Advanced Engineering Tradesperson – Level II (classification level C5), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

B.11.2 Vehicle industry technician—Level V

(a) A Vehicle industry technician—Level V is a technician who has met the requirements of an Engineering/Laboratory Technician—Level V (classification level C5), as set out in the classification structure at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(b) The skills exercised by the Vehicle industry technician—Level V are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

(c) At this level the employee is required to exercise judgment and skill in excess of that required at Level V9.

B.11.3 Vehicle Industry automotive developer—Level II

Vehicle industry automotive developer—Level II is an employee who has met the requirements of a Diploma of Automotive Manufacturing (Release 1), or equivalent.

B.12 V11—Vehicle industry engineering associate—Level I

A Vehicle industry engineering associate—Level I is an employee who has met the requirements of an Engineering Associate/Laboratory Technical Officer – Level I (classification level C4), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent, and is engaged in:

(a) 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 or equipment facilities or products, including computer software, quality processes, work health and safety and/or standards and plant and material security processes and like work; or

(b) 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.13 V12—Vehicle industry engineering associate—Level II

A Vehicle industry engineering associate—Level II is an employee who has met the requirements of an Engineering Associate/Laboratory Technical Officer—Level II (classification level C3), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent, and is engaged in:

(a) performing drafting, planning or technical duties which require the exercise of judgment and skill in excess of that required by a Vehicle engineering associate—Level I; or

(b) possesses the skills of a Vehicle engineering associate—Level I in a technical field and exercises additional skills in a different technical field as defined.

B.14 V13—Vehicle industry leading technical officer & Principal engineering supervisor/trainer/co-ordinator

B.14.1 Vehicle industry leading technical officer

(a) A Vehicle industry leading technical officer is an employee who has met the requirements of a leading Technical Officer(classification level C2(a)), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent.

(b) An employee at Level V13 is able to perform or co-ordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgment and/or skill in excess of that required of a Vehicle industry engineering associate—Level II.

B.14.2 Principal engineering supervisor/trainer/co-ordinator

(a) A Vehicle industry principal trainer/supervisor/co-ordinator is an employee who has met the requirements of a principal Supervisor/Trainer/Co-ordinator (classification level C2(a)), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent, and who when engaged in this level:

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

(b) 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; and
- plans and directs the work of engineering/production employees especially in new work organisation environments e.g. group work arrangements, CIM production techniques.

B.15 V14—Vehicle industry principal technical officer

A Vehicle industry principal technical officer works above and beyond an employee at the V13 level and who has successfully completed the requirements of a Principal Technical Officer(classification level C2(b)), as set out at clause A.3.1 in Schedule A—Classification Structure and Definitions of this award, or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

(a) performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgment;

(b) looks after and is responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation;

(c) is responsible for the co-ordination of general and specialist employees engaged on projects requiring complex and specialised knowledge;

(d) plans and implements those programs necessary to achieve the objectives of a particular project;

(e) 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 company's operation; and

(f) operates within broad statements of objectives without requiring detailed instructions;

OR

(g) performs work at the above level of skill in a particular technical field;

(h) has as the overriding feature of their employment the ability to perform creative, original work of a highly complex and sophisticated nature; and

(i) provides specialised technical guidance to other employees performing work within the same technical field.

B.16 V15—Vehicle industry supervisor/trainer/co-ordinator

B.16.1 Vehicle industry supervisor/trainer/co-ordinator—Level I

A trainer/supervisor/co-ordinator—Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. The requirements for a trainer/supervisor/co-ordinator—Level I are set out at clause A.3.3(a) in Schedule A—Classification Structure and Definitions of this award.

B.16.2 Vehicle industry supervisor/trainer/co-ordinator—Level II

A trainer/supervisor/co-ordinator—Level II is an employee who is responsible for supervision and/or training of trainer/supervisor/co-ordinator—Level I. The requirements for a trainer/supervisor/co-ordinator—Level I are set out at clause A.3.3(b) in Schedule A—Classification Structure and Definitions of this award.

B.17 Driver classifications

B.17.1 Vehicle industry driver—Level I—D1

(a) Vehicle industry driver—Level I means an employee who is a driver Gross Vehicle Mass (GVM) 8 to 11 tonnes.

(b) Existing classification—motor vehicle driver 8 to 11 tonnes.

B.17.2 Vehicle industry driver—Level II—D2

(a) Vehicle industry driver—Level II means an employee who is a driver GVM 12 tonnes or greater.

(b) Existing classification—motor vehicle driver 11 tonnes and above.

B.17.3 Vehicle Industry Driver—Level III—D3

(a) Vehicle industry driver—Level III means an employee who is a driver of articulated vehicles up to 25 tonnes.

(b) Existing classification—driver articulated vehicle 9 tonnes and over.

B.17.4 Vehicle Industry Driver—Level IV—D4

Vehicle industry driver—Level IV means an employee who is a driver of articulated vehicles over 25 tonnes.

B.18 Definitions in Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators.

In this Schedule, unless the contrary intention appears:

boilermaker means a tradesperson required to develop work from drawings or prints, or to make templates, or to apply general trade experience in the fabrication, erection and/or repairing of steel or iron ships, boilers or other vessels subject to greater pressure than the weight of their contents including iron and steel receivers or retorts, also riveting by hand/or machine, caulking, chipping and operating all machines used in connection with the foregoing (other than stationary drilling machines) and carrying out such marking off, welding or oxy burning as is incidental to the work of a boilermaker

coremaker, jobbing means a moulder engaged in making cores for metal moulds by the use of loam or stickle boards or by loose boxes other than loose boxes used for repetition production of cores requiring little or no skill to produce

coremaker, machine means an employee making cores by machine where the core box is a fixture to or part of such machine, or making repetition cores requiring little or no skill to produce

dismantler means an employee engaged in the dismantling of engine assemblies including gear box, in the reconditioning of engines (other than aero engines) by specialised methods

dogman means an employee who (elsewhere than in actual process of manufacturing) transports goods from point-to-point by mechanical power and uses therein clamps, dogs or other standard gear

drier means an adult employee using air hose to dry off after acid wash

electrical mechanic means a tradesperson mainly engaged on electrical installation, repair and maintenance work

heat treater means an employee required to apply general trade experience as a heat treater and who carries out the operation of heat treatment to produce in the materials treated such requirements as hardness, toughness, ductibility, resistance to abrasion, elasticity, tensile strength, machine ability and resistance to creep and who works to limits in size, shape and straightness in tool work

jigmaker means a tradesperson engaged in the making of jigs

machine setter means a tradesperson engaged in setting up machines specified in the definition of Machinist (metal)—1st class, for other employees

material chaser or stock to follow up means an employee having the supervision of the delivery according to schedule, of materials between departments or sections

motor body developer means a tradesperson required to develop and mark up tooling work from body drafts, but not including an employee performing work normally done by pattern makers, tool makers, template makers, jig makers or body makers

moulder, jobbing means a metal moulder engaged in floor moulding, loam mouldings, trickle moulding or moulding from loose patterns

on the line means sectionalised body building and assembling in which bodies in the course of building are moved on from one operative group of operatives to another operative or group of operatives

or equivalent means any training which a registered provider (e.g. TAFE), or State recognition authority recognises as equivalent to a qualification which the Australian Industry Skills Committee recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications. This definition applies to all vehicle manufacturing classification levels

packer means an employee responsible for the selection of parts or accessories according to requisitions or for the packing and method of packing for dispatch

rigger means an employee responsible for the erection of tackle

spring maker by hand means an employee required to manufacture spiral coils, flat or leaf springs by hand where such work does not fall within the definition of a tradesperson

structural steel tradesperson means a tradesperson engaged in assembling, plating, bolting (temporary or otherwise), riveting by hand/or machine, caulking, chipping, staying, reaming, drilling (other than on stationary machines) or such marking off, welding or oxy burning as is incidental to the foregoing, or who in the course of the work operates machines for punching and shearing, rolling, bending, angle or plate straightening, or hydraulic presses or nipping and

notching machines, in connection with the making and/or repairing of tanks, water locks, towers (other than agricultural and pastoral types) wagons, tenders, trucks, rolling stock, bridges girders, columns, principals (roofs or otherwise), trusses, structural iron and steel work, but not including parts of standardised frame buildings made in quantities, or motor vehicle chassis, or new vehicles made by mass production methods

tooling smith means a tradesperson smith who for the greater part of their time is engaged on smithing work for the tool room

toolmaker means a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out their work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker

trimmer, tradesperson means a tradesperson required to perform developmental work and/or work on used vehicles and/or work on custom built units and/or each and every function or production trim operations as directed by the employer

trouble chaser means a tradesperson (any section) engaged in tracing through all necessary stages of drawing, development, tooling and production, and defining the origin of recurring faults which manifest themselves in the course of production, and who is responsible for recommendations for their rectification

tyre fitter means an employee fitting tyres and/or tubes to rims and/or wheels, including, without limiting the generality of the foregoing, wheel balancing and all operations associated with the removal and/or replacement of rims and/or wheels from or onto vehicles and/or wheeled equipment, including operations involving the use of the employee of compressing, mechanical and/or power operated apparatus

tyre repairing and retreading processes includes functions/operations of warming mill, extruder, detreading, buffing, gouging, pulling sleeves or patches, repairing, building up and/or retreading and/or recapping used tyres including aeroplane tyres, relugging earthmover, grader or tractor tyres by hand, moulding or curing of retreaded, rebuilt, recapped or relugged tyres in unit heater and autoclaves

vehicle manufacturing employee means an employee classified appropriate to the employee's skills, the duties required by the employer to be performed and the skill level definitions detailed at Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators

wood machinist—1st class means a machinist who in the course of employment is called upon to grind and set knives only to braze, set and sharpen jig saws and to set and sharpen circular saws or to set up machines operated by other machinists or to grind knives or set and operate one or more of the following machines: shaper, spindle, linderman machine, router, tenoner, sill hing and other gainer machines

Schedule C—Summary of Hourly Rates

[Corrected by PR722598; varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291]

C.1 Table of Rates

[C.1.1 corrected by PR722598 ppc 29May20]

C.1.1 The following table provides a summary of the penalty rates that apply under the award. Penalty rates are payable for working overtime, shift work, on a Saturday, on a Sunday, on Public Holidays and on other occasions specified at C.1.2. The rates of pay applicable to these penalty rates are then set out in C.2 for full and part-time employees and in C.3 for casual employees.

Working hours	**% of ordinary hourly rate/casual ordinary hourly rate/minimum hourly rate/casual minimum hourly rate**
Employees other than afternoon and night shiftworkers	
Ordinary hours	100%
Ordinary hours on a Saturday (clauses 17.2(g)(i) and 33.1(a)(i))	150%
Ordinary hours on a Sunday (clauses 17.2(g)(ii) and 33(a)(ii))	200%
Work on a public holiday (clauses 17.2(h) and 33.1(b))	250%
Overtime on a public holiday (clause 32.7(a))	250%
Overtime – first 3 hours per day Monday to Saturday (clause 32.2(a))	150%
Overtime –after 3 hours per day Monday to Saturday (clause 32.2(b))	200%
Overtime on a Sunday (clause 32.6)	200%
Shiftworkers other than those engaged in vehicle manufacturing covered by clause 4.8(a)(xi)	
Shiftworker – afternoon and night shift (clause 33.2(d))	115%
Shiftworker – permanent night shift (clause 33.2(f)(iii))	130%
Employed on continuous shift work – on a shift other than a rostered shift (clause 33.2(g)(ii))	200%
Employed on other than continuous shift work – Work on shift other than rostered shift - first 3 hours (clause 33.2(g)(ii))	150%
Employed on other than continuous shift work – Work on shift other than rostered shift - after 3 hours (clause 33.2(g)(ii))	200%
Shiftworker – ordinary hours on a Saturday (clause 33.2(i)(i))	150%
Shiftworker – ordinary hours on a Sunday (clause 33.2(j)(ii))	200%
Continuous shiftworker – ordinary hours on a public holiday (clause 33.2(j)(i))	200%
Afternoon or night shift – non-successive shifts – first 3 hours (clause 33.2(e))	150%
Afternoon or night shift – non-successive shifts – after 3 hours (clause 33.2(e))	200%
Other than continuous shiftworker – ordinary hours on public holiday (clause 32.7(c))	250%
Full-time and part-time shiftworkers other than those engaged in vehicle manufacturing covered by clause 4.8(a)(xi).	

Working hours	% of ordinary hourly rate/casual ordinary hourly rate/minimum hourly rate/casual minimum hourly rate
Continuous shiftworker – overtime on a public holiday (clause 32.7(b))	200%
Continuous shiftworker – overtime (clause 32.4)	200%
Other than continuous shiftworker – overtime – first 3 hours Monday to Saturday (clause 32.2(a))	150%
Other than continuous shiftworker – overtime – after 3 hours Monday to Saturday (clause 32.2(b))	200%
Other than continuous shiftworker – overtime – Sunday (clause 32.6)	200%
Other than continuous shiftworker – overtime on a public holiday (clause 32.7(c))	250%
Shiftworkers engaged in vehicle manufacturing covered by clause 4.8(a)(xi).	
Continuous shiftworker – overtime – first 3 hours (clause 32.4(b)(i))	150%
Continuous shiftworker – overtime – after 3 hours (clause 32.4(b)(ii))	200%
Other than continuous work shift – afternoon and night shift which does not continue for 5 successive afternoons or nights (clause 55.1(b)(ii))	150%
Other than continuous work shift – night shift only (clause 55.1(b)(ii))	130%
Other than continuous work shift – alternating night and afternoon shifts (clause 55.1(b)(ii))	118%
Other than continuous work shift – alternating day and night shifts—rate for the night shift (clause 55.1(b)(ii))	112.5%
Other than continuous work shift – afternoon shift only (clause 55.1(b)(ii))	118%
Other than continuous work shift – alternating day and afternoon shifts—rate for the afternoon shift (clause 55.1(b)(ii))	112.5%
Other than continuous work shift – alternating day, afternoon and night shifts—rate for the afternoon and night shift (clause 55.1(b)(ii))	112.5%
Continuous afternoon or night shift (clause 55.1(d))	112.5%
Saturday (clause 55.1(e))	125%

C.1.2 Other Circumstances Attracting a Penalty Payment

Circumstances	% of ordinary hourly rate/minimum casual ordinary hourly rate
Working through meal breaks on a Saturday or Sunday (clause 18.5(b)(ii))	200%
Working through meal break on a shift where employees are entitled to a **15%** loading (clause 18.5(b)(iii))	165%
Working through meal break on a shift where employees are entitled to a **30%** loading (clause 18.5(b)(iv))	180%
Working through meal break in all other circumstances (clause 18.5(b)(i))	150%

Circumstances	% of ordinary hourly rate/minimum casual ordinary hourly rate
Ship Trials (clause 19.4)	125 or 150%
Travelling time payment Sunday or public holiday (clause 30.5(e)(i)).	150%
Unrelieved shiftworker for work on RDO (clause 32.3)	200%
Rest period after overtime (clause 32.12(d))	200%
Call back other than shiftworker (clause 32.13(b)(i))	150% for first 3 hours 200% thereafter
Call back continuous shiftworker (clause 32.13(b)(ii))	200%

C.2 Full-time and part-time employees' hourly rates

C.2.1 Where an allowance is payable for all purposes in accordance with clause 30.2, this forms part of an employee's ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties, overtime and leave payments.

[C.2.2 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

C.2.2 The minimum rates in the table below do not contain any clause 30.2 all-purpose allowances. Where an employee is entitled to a clause 30.2 all-purpose allowance an employee's ordinary hourly rate is calculated according to C.2.1.

Classification[1]	Hourly rate % of minimum hourly rate[2]								
	100%	**112.5%**	**115%**	**118%**	**125%**	**130%**	**150%**	**200%**	**250%**
	$	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**
C14 / V1	25.74	**28.96**	29.60	**30.37**	**32.18**	33.46	38.61	51.48	64.35
C13 / V2	26.44	**29.75**	30.41	**31.20**	**33.05**	34.37	39.66	52.88	66.10
C12 / V3	27.08	**30.47**	31.14	**31.95**	**33.85**	35.20	40.62	54.16	67.70
C11 / V4	27.97	**31.47**	32.17	**33.00**	**34.96**	36.36	41.96	55.94	69.93
C10 / V5	29.45	**33.13**	33.87	**34.75**	**36.81**	38.29	44.18	58.90	73.63
C9 / V6	30.38	**34.18**	34.94	**35.85**	**37.98**	39.49	45.57	60.76	75.95
C8 / V7	31.30	**35.21**	36.00	**36.93**	**39.13**	40.69	46.95	62.60	78.25
C7	32.13		36.95			41.77	48.20	64.26	80.33
V8	32.22	**36.25**		**38.02**	**40.28**	41.89	48.33	64.44	80.55
C6 / V9	33.77	**37.99**	38.84	**39.85**	**42.21**	43.90	50.66	67.54	84.43
C5 / V10	34.46	**38.77**	39.63	**40.66**	**43.08**	44.80	51.69	68.92	86.15
C4 / V11	35.38	**39.80**	40.69	**41.75**	**44.23**	45.99	53.07	70.76	88.45
C3 / V12	37.24	**41.90**	42.83	**43.94**	**46.55**	48.41	55.86	74.48	93.10
C2(a) / V13	38.16	**42.93**	43.88	**45.03**	**47.70**	49.61	57.24	76.32	95.40
C2(b) / V14	39.83	**44.81**	45.80	**47.00**	**49.79**	51.78	59.75	79.66	99.58
Driver classifications									
D1	**28.33**	**31.87**		**33.43**	**35.41**	**36.83**	**42.50**	**56.66**	**70.83**

Classification[1]	Hourly rate % of minimum hourly rate[2]								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
	$	$	$	$	$	$	$	$	$
D2	**28.67**	**32.25**		**33.83**	**35.84**	**37.27**	**43.01**	**57.34**	**71.68**
D3	**29.02**	**32.65**		**34.24**	**36.28**	**37.73**	**43.53**	**58.04**	**72.55**
D4	**29.42**	**33.10**		**34.72**	**36.78**	**38.25**	**44.13**	**58.84**	**73.55**

[1] Rates in bold are for Vehicle Manufacturing employees covered by clause 4.8(a)(xi) only.

[2] Rates in table are calculated based on the minimum hourly rate, see clauses C.2.1 and C.2.2.

C.3 Casual employees

C.3.1 **Casual minimum hourly rate** includes the casual loading which is payable for all purposes. Where an allowance is payable for all purposes in accordance with clause 30.2, this forms part of an employee's casual ordinary hourly rate and must be added to the applicable permanent minimum hourly rate in C.2. prior to the application of the **25%** or **17.5%** casual loading to form the casual employee's ordinary hourly rate. The casual ordinary hourly rate applies for all purposes and is used to calculate penalties and overtime.

C.3.2 The rates in the table below do not contain any clause 30.2 all-purpose allowances. Where a casual employee is entitled to a clause 30.2 all-purpose allowance the casual employee's ordinary hourly rate is calculated according to C.3.1.

(a) Casual rates—inclusive of 25% casual loading in accordance with clause 11.2(a)

[C.3.2(a) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

Classification[1]	Hourly Rate % of casual minimum hourly rate[2] (inclusive of 25% casual loading in accordance with clause 11.1(a))								
	100%	112.5 %	115%	118%	125%	130%	150%	200%	250%
	$	$	$	$	$	$	$	$	$
C14 / V1	32.18	**36.20**	37.01	**37.97**	**40.23**	41.83	48.27	64.36	80.45
C13 / V2	33.05	**37.18**	38.01	**39.00**	**41.31**	42.97	49.58	66.10	82.63
C12 / V3	33.85	**38.08**	38.93	**39.94**	**42.31**	44.01	50.78	67.70	84.63
C11 / V4	34.96	**39.33**	40.20	**41.25**	**43.70**	45.45	52.44	69.92	87.40
C10 / V5	36.81	**41.41**	42.33	**43.44**	**46.01**	47.85	55.22	73.62	92.03
C9 / V6	37.98	**42.73**	43.68	**44.82**	**47.48**	49.37	56.97	75.96	94.95
C8 / V7	39.13	**44.02**	45.00	**46.17**	**48.91**	50.87	58.70	78.26	97.83
C7	40.16		46.18			52.21	60.24	80.32	100.40
V8	40.28	**45.32**		**47.53**	**50.35**	52.36	60.42	80.56	100.70

Classification[1]	Hourly Rate % of casual minimum hourly rate[2] (inclusive of 25% casual loading in accordance with clause 11.1(a))								
	100%	**112.5 %**	**115%**	**118%**	**125%**	**130%**	**150%**	**200%**	**250%**
	$	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**
C6 / V9	42.21	**47.49**	48.54	**49.81**	**52.76**	54.87	63.32	84.42	105.53
C5 / V10	43.08	**48.47**	49.54	**50.83**	**53.85**	56.00	64.62	86.16	107.70
C4 / V11	44.23	**49.76**	50.86	**52.19**	**55.29**	57.50	66.35	88.46	110.58
C3 / V12	46.55	**52.37**	53.53	**54.93**	**58.19**	60.52	69.83	93.10	116.38
C2(a) / V13	47.70	**53.66**	54.86	**56.29**	**59.63**	62.01	71.55	95.40	119.25
C2(b) / V14	49.79	**56.01**	57.26	**58.75**	**62.24**	64.73	74.69	99.58	124.48
Driver classifications									
D1	**35.41**	**39.84**		**41.78**	**44.26**	**46.03**	**53.12**	**70.82**	**88.53**
D2	**35.84**	**40.32**		**42.29**	**44.80**	**46.59**	**53.76**	**71.68**	**89.60**
D3	**36.28**	**40.82**		**42.81**	**45.35**	**47.16**	**54.42**	**72.56**	**90.70**
D4	**36.78**	**41.38**		**43.40**	**45.98**	**47.81**	**55.17**	**73.56**	**91.95**

[1] Rates in bold are for Vehicle Manufacturing employees covered by clause 4.8(a)(xi) only.

[2] Rates in table are calculated based on the minimum hourly rate, see clauses C.3.1 and C.3.2.

(b) Casual rates—inclusive of 17.5% casual loading for certain vehicle manufacturing employees in the technical field covered by clause 4.8(a)(xi). See clause 11.2(e) and clause 47.1.

[C.3.2(b) varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

Classification	Hourly Rate % of casual minimum hourly rate[1] (inclusive of 17.5% casual loading in accordance with clause 11.1(e))							
	100%	**112.5%**	**118%**	**125%**	**130%**	**150%**	**200%**	**250%**
	$	**$**	**$**	**$**	**$**	**$**	**$**	**$**
V1	30.24	34.02	35.68	37.80	39.31	45.36	60.48	75.60
V2	31.07	34.95	36.66	38.84	40.39	46.61	62.14	77.68
V3	31.82	35.80	37.55	39.78	41.37	47.73	63.64	79.55

Classification	Hourly Rate % of casual minimum hourly rate[1] (inclusive of 17.5% casual loading in accordance with clause 11.1(e))							
	100%	**112.5%**	**118%**	**125%**	**130%**	**150%**	**200%**	**250%**
	$	**$**	**$**	**$**	**$**	**$**	**$**	**$**
V4	32.86	36.97	38.77	41.08	42.72	49.29	65.72	82.15
V5	34.60	38.93	40.83	43.25	44.98	51.90	69.20	86.50
V6	35.70	40.16	42.13	44.63	46.41	53.55	71.40	89.25
V7	36.78	41.38	43.40	45.98	47.81	55.17	73.56	91.95
V8	37.86	42.59	44.67	47.33	49.22	56.79	75.72	94.65
V9	39.68	44.64	46.82	49.60	51.58	59.52	79.36	99.20
V10	40.49	45.55	47.78	50.61	52.64	60.74	80.98	101.23
V11	41.57	46.77	49.05	51.96	54.04	62.36	83.14	103.93
V12	43.76	49.23	51.64	54.70	56.89	65.64	87.52	109.40
V13	44.84	50.45	52.91	56.05	58.29	67.26	89.68	112.10
V14	46.80	52.65	55.22	58.50	60.84	70.20	93.60	117.00

[1] Rates in table are calculated based on the minimum hourly rate, see clauses C.3.1 and C.3.2.

Schedule D—Summary of Monetary Allowances

[Varied by PR718827, PR718982, PR729264, PR729449, PR740685, PR740856, PR750759, PR762118, PR762282, PR773894, PR774063, PR786548, PR786712, PR799291, PR799448]

D.1 Wage-related allowances

[D.1.1 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

D.1.1 The wage-related allowances in this award are based on the standard rate defined in clause 2—Definitions as the minimum hourly rate prescribed for the C10/V5 level in clause 20.1 = **$29.45**.

D.1.2 Wage-related allowances

[D.1.2 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

See clause 30—Allowances and special rates for details of wage-related allowances payable under this award. In addition, clause 53—Allowances and related matters—vehicle manufacturing employees deals with certain additional or alternative wage-rated allowances for vehicle manufacturing employees covered by clause 4.8(a)(xi) of the award.

Allowance	Clause	% of standard rate	$	Payable
Leading hand allowance—In charge of 3–10 employees[1]	30.2(a)(i)	166.3	48.98	per week
Leading hand allowance—In charge of 11–20 employees[1]	30.2(a)(i)	248.4	73.15	per week
Leading hand allowance—In charge of more than 20 employees[1]	30.2(a)(i)	316.2	93.12	per week
Ship repairing—Tradespersons[1]	30.2(b)(i)	75.5	22.23	per week
Ship repairing—All other employees[1]	30.2(b)(i)	61.1	17.99	per week
Technical computing equipment[1]	30.2(e)(i)	196.5	57.87	per week
Supervisor/Trainer/Coordinator—Technical allowance[1]	30.2(f)(i)			107% of the minimum rate applicable to the employee's technical classification
Artificial fertilisers and chemicals—Industry allowance—work in relation to fertilisers and related activities (other than acid)[1]	30.2(g)(i)	40.1	11.81	per week
Artificial fertilisers and chemicals—Industry allowance—otherwise[1]	30.2(g)(i)	52.7	15.52	per week

Allowance	Clause	% of standard rate	$	Payable
Artificial fertilisers and chemicals—General duties[1]	30.2(g)(ii)	7.2	2.12	per day
Artificial fertilisers and chemicals—Acid production and related activities[1]	30.2(g)(ii)	11.5	3.39	per day
Artificial fertilisers and chemicals—Fertiliser production and despatch[1]	30.2(g)(ii)	12.3	3.62	per day
First aid allowance	30.3(b)	75.6	22.26	per week
Engine driver and fireperson—Attending to refrigeration compressors	30.3(g)(i)	159.7	47.03	per week
Engine driver and fireperson—Attending to an electric generator or dynamo exceeding 10kW capacity	30.3(g)(i)	159.7	47.03	per week
Engine driver and fireperson—Being in charge of plant	30.3(g)(i)	159.7	47.03	per week
Engine driver and fireperson—Attending to a switchboard where the generating capacity is 350kW or over	30.3(g)(i)	49.8	14.67	per week
Cleaner, greaser or oiler allowance	30.3(h)	148.0	43.59	per week
Manganese dioxide and other pigments allowance—First 2 hours	30.3(i)(i)	8.5	2.50	per hour
Manganese dioxide and other pigments allowance—More than 2 hours	30.3(i)(ii)	60.3	17.76	per day
Inspector's allowance (paid in excess of rate payable to employee whose work is inspected)[2]	53.2	155.04	45.66	per week
Carpenter's allowance[2]	53.3	1.25	0.37	per hour

[1] These allowances apply for all purposes of this award.

[2] These allowances only apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

D.1.3 Wage-related allowances—Special rates

[D.1.3 varied by PR718827, PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

See clause 30—Allowances and special rates for details of wage-related allowances—special rates payable under this award. In addition, clause 53—Allowances and related matters—vehicle manufacturing employees deals with certain additional or alternative wage-rated allowances for vehicle manufacturing employees covered by clause 4.8(a)(xi) of the award.

Allowance	Clause	% of standard rate	$	Payable
Cold places allowance	30.4(c)(i)	2.8	0.82	per hour
Hot places allowance—Between 46 and 54 degrees Celsius	30.4(d)(i)	2.9	0.85	per hour
Hot places allowance—In excess of 54 degrees Celsius	30.4(d)(i)	3.8	1.12	per hour
Wet places allowance	30.4(e)(i)	2.9	0.85	per hour
Confined spaces allowance	30.4(f)	3.8	1.12	per hour
Dirty work—other than ship repair work	30.4(g)(i)	2.9	0.85	per hour
Dirty work—ship repair work	30.4(g)(ii)	3.8	1.12	per hour
Height money	30.4(h)	2.1	0.62	per hour
Meat digesters and oil tanks allowance	30.4(i)	2.9	0.85	per hour
Sanitary works allowance	30.4(j)	2.0	0.59	per hour
Insulation materials allowance	30.4(k)(i)	3.8	1.12	per hour
Slaughtering yards allowance	30.4(l)	2.1	0.62	per hour
Boiler repairs—smoke boxes, fire-boxes, furnaces etc.	30.4(m)(i)	2.1	0.62	per hour
Boiler repairs—repairs on oil fired boilers etc.	30.4(m)(ii)	7.4	2.18	per hour
Underground mine work - % of appropriate classification	30.4(n)	-	12%	for the time spent working underground
Explosive powered tools	30.4(o)	7.5	2.21	per day
Ships in dock	30.4(p)	2.1	0.62	per hour
Foundry allowance	30.4(q)(i)	2.2	0.65	per hour

Allowance	Clause	% of standard rate	$	Payable
Boiling down works	30.4(r)	2.1	0.62	per hour
Lead works	30.4(s)	2.1	0.62	per hour
Handlers of carbon black	30.4(t)(i)	4.8	1.41	per hour
Installing or repairing belting underground in mines	30.4(u)	1.5	0.44	per hour
Processing free coal dust	30.4(v)	2.1	0.62	per hour
Boiler cleaning—engine driver	30.4(w)(ii)	8.2	2.41	per hour
Foreign rock—Rock phosphate, superphosphate and mixed manure sections receiving ex ship or railway truck	30.4(y)	33.6	9.90	per week
Foreign rock—Handling rock phosphate to crushers and all other employees in the rock phosphate section	30.4(y)	31.8	9.37	per week
Foreign rock—Mixing superphosphate	30.4(y)	31.8	9.37	per week
Foreign rock—Excavating bins, and the manufacture or excavating of superphosphate until dumped on the heap for curing	30.4(y)	20.7	6.10	per week
Foreign rock—The handling of superphosphate from the heap until loading in wagons or trucks for despatch, etc	30.4(y)	12.6	3.71	per week
Farmers' own bags—Sorting, branding, bagging, etc	30.4(z)	2.5	0.74	per day
Farmers' own bags—Loading double-handling into railway or other trucks, etc	30.4(z)	4.6	1.35	per day
Farmers' own bags—Loading single-handling into railway or other trucks, etc	30.4(z)	6.2	1.83	per day
Soda ash	30.4(aa)	8.8	2.59	per hour
Raw materials	30.4(bb)	3.3	0.97	per hour

Allowance	Clause	% of standard rate	$	Payable
Skimming and floater setting—flat glass tank	30.4(cc)	12.6	3.71	per half hour
Glass furnace regenerators	30.4(dd)	69.4	20.44	per day
Float glass furnace repair - % of the minimum rate applicable to the employee	30.4(ee)	-	100%| format: '0.00'	for the time so engaged
Jack bolt tensioner	30.4(ff)	37.6	11.07	per shift or part thereof
Loading and unloading away from employer's premises	30.4(gg)	37.6	11.07	per shift or part thereof
Glass or slag wool[1]	53.5	3.69	1.09	per hour
Handling garbage[1]	53.6	2.86	0.84	per hour
Boiler house employees[1]	53.7	5.78	1.70	per hour
Fork-lift or cranes allowance[1]	53.8	11.02	3.25	per day

[1] These allowances only apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

D.1.4 Adjustment of wage-related allowances

[D.1.4 renamed and substituted by PR750759 ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.

D.2 Expense related allowances

[D.2.1 varied by PR718982, PR729449, PR740856, PR762282, PR774063, PR786712, PR799448 ppc 01Jul26]

D.2.1 See clause 30—Allowances and special rates for details of expense-related allowances payable under this award. In addition, clauses 53.1 and 57.4 deal with certain alternative expense-related allowances for vehicle manufacturing employees covered by clause 4.8(a)(xi) of the award.

Allowance	Clause	$	Payable
Tool allowance—tradespersons and apprentices[1]	30.2(c)(ii)	17.90[2]	per week
Tool allowance—carpenter or joiner or shipwright/boatbuilder[1]	30.2(d)(ii)	33.88	per week
Vehicle allowance	30.3(a)	1.00	per km
Meal allowance	30.3(c)(ii)	19.14	per occasion

Allowance	Clause	$	Payable
Handlers of carbon black—overall allowance	30.4(t)(ii)	0.36	per day
Expenses—meal	30.5(f)(ii)	19.14	per meal
Tool allowance—tradesperson[3]	53.1(a)	17.92	per week
Tool allowance—apprentices—level 1 or 1st year[3]	53.1(b)	7.58	per week
Tool allowance—apprentices—level 2 or 2nd year[3]	53.1(b)	9.81	per week
Tool allowance—apprentices—level 3 or 3rd year[3]	53.1(b)	13.48	per week
Tool allowance—apprentices—level 4 or 4th year[3]	53.1(b)	15.83	per week
Meal allowance[3]	56.4(a)	18.67	per meal

[1] These allowances apply for all purposes of this award.

[2] Tool allowance for apprentices is calculated as a percentage of this amount. See clause 30.2(c)(v) for calculating the tool allowance for apprentices.

[3] These allowances only apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

D.2.2 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

Schedule E——Supported Wage System

[Varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538, PR799280]

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* (Cth), as amended from time to time, or any successor to that scheme.

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

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

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

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 rates according to the following schedule:

Assessed capacity (clause E.5) %	Relevant minimum rates %
10	10
20	20
30	30
40	40
50	50

Assessed capacity (clause E.5) %	Relevant minimum rates %
60	60
70	70
80	80
90	90

[E.4.2 varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538, PR799280 ppc 01Jul26]

E.4.2 Provided that the minimum amount payable must be not less than **$113** 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 rates, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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 rates 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 SWS.

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum rates 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 4 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 rates for a continuing employment relationship will be determined.

[E.10.3 varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538, PR799280 ppc 01Jul26]

E.10.3 The minimum amount payable to the employee during the trial period must be no less than **$113** 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— School-based Apprenticeships

F.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.

F.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.

F.3 The relevant minimum rates 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.

F.4 For the purposes of clause F.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.

F.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.

F.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.

F.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.

F.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.

F.9 The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 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.

F.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.

F.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule G—National Training Wage

[Varied by PR718827; corrected PR724127; varied by PR729264, PR740685, PR744246, PR762118, PR773894, PR786548, PR799291]

G.1 Definitions

G.1.1 In this schedule:

adult trainee means a trainee who would qualify for the highest minimum rates in wage level A or B if covered by that wage level.

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to 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:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

(a) has been approved by the relevant State or Territory training authority; and

(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and

(c) leads to an AQF certificate level qualification.

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

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee.

wage level A or B see clause H.4.

Year 10 includes any year before Year 10.

G.1.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

(a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and

(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 after the completion during that year of a year of schooling.

G.2 Coverage

G.2.1 Subject to clauses H.2.2 to H.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause H.6 or by clause H.4.4.

G.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause H.6.

G.2.3 This schedule does not apply to:

(a) the apprenticeship system; or

(b) qualifications not identified in training packages; or

(c) qualifications in training packages that are not identified as appropriate for a traineeship.

G.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

G.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

G.3 Types of traineeship

The following types of traineeship are available:

G.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;

G.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

(a) wholly on the job; or

(b) partly on the job and partly off the job; or

(c) wholly off the job.

G.4 Minimum rates

[G.4 substituted by PR718827; corrected by PR724127; substituted by PR729264, PR740685, PR762118, PR773894, PR786548, PR799291 ppc 01Jul26]

G.4.1 Minimum weekly rates for full-time traineeships

(a) Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause G.6.1 is the weekly rate specified in column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	$	$	$
School leaver	432.30	476.00	566.20
Plus 1 year out of school	476.00	566.20	658.90
Plus 2 years out of school	566.20	658.90	766.80
Plus 3 years out of school	658.90	766.80	877.80
Plus 4 years out of school	766.80	877.80	
Plus 5 or more years out of school	877.80		

NOTE: See clause G.4.3 for other minimum rates provisions that affect clause G.4.1(a).

(b) Wage Level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause G.6.2 is the weekly rate specified in Column 2 of **Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	$	$	$
School leaver	432.30	476.00	551.70
Plus 1 year out of school	476.00	551.70	634.70
Plus 2 years out of school	551.70	634.70	744.40
Plus 3 years out of school	634.70	744.40	848.90
Plus 4 years out of school	744.40	848.90	
Plus 5 or more years out of school	848.90		

NOTE: See clause G.4.3 for other minimum rates provisions that affect clause G.4.1(b).

(c) AQF Certificate Level IV traineeships

(i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.

(ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in column 2 or 3 of **Table 3—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant

wage level for the relevant AQF Certificate Level III traineeship specified in column 1:

Table 3—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per week	per week
	$	$
A	911.10	945.70
B	881.20	914.70

NOTE: See clause G.4.3 for other minimum rates provisions that affect clause G.4.1(c).

G.4.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause G.6.1 is the hourly rate specified in column 2 of **Table 4—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in column 1.

Table 4—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	$	$	$
School leaver	14.21	15.66	18.61
Plus 1 year out of school	15.66	18.61	21.67
Plus 2 years out of school	18.61	21.67	25.21
Plus 3 years out of school	21.67	25.21	28.88
Plus 4 years out of school	25.21	28.88	
Plus 5 or more years out of school	28.88		

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(a).

(b) Wage Level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause G.6.2 is the hourly rate specified in Column 2 of **Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 **Experience level of trainee**	**Column 2** **Highest year of schooling completed**		
	Year 10	**Year 11**	**Year 12**
	per hour	**per hour**	**per hour**
	$	**$**	**$**
School leaver	14.21	15.66	18.16
Plus 1 year out of school	15.66	18.16	20.88
Plus 2 years out of school	18.16	20.88	24.49
Plus 3 years out of school	20.88	24.49	27.93
Plus 4 years out of school	24.49	27.93	
Plus 5 or more years out of school	27.93		

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(b).

(c) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A or B by clause G.6 is the hourly rate in column 1 or 2 of **Table 6—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 6—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1 **Year 11 or lower**	**Column 2** **Year 12**
per hour	**per hour**
$	**$**
14.21	15.66

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(c).

(d) AQF Certificate Level IV traineeships

(i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.

(ii) The minimum hourly rate for a part-time adult trainee undertaking a part-time AQF Certificate Level IV traineeship is the hourly rate in column 2 or 3 of **Table 7—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**, according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in column 1:

Table 7—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per hour	per hour
	$	$
A	29.98	31.1
B	28.99	30.08

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(d).

(e) Calculating the actual minimum rates

(i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses G.4.2(a) to (d) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses G.4.2(a) to (d) applies to each ordinary hour worked by the trainee.

(iii) If 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 hourly rate in clauses G.4.2(a) to (d) minus 20% applies to each ordinary hour worked by the trainee.

G.4.3 Other minimum rates provisions

(a) Clause G.4.3 applies despite anything to the contrary in clause G.4.2 or G.4.4.

(b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

(c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause G.4.3(b) casual loadings are to be disregarded.

(d) 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 rate provided in this schedule, if a higher minimum rate is provided for the new AQF certificate level.

G.4.4 Default wage rate

The minimum rate for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause G.6 is the relevant minimum rate 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.

G.5 Employment conditions

G.5.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.

G.5.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

G.5.3 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.

G.5.4 The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is wholly off-the-job is determined by clauses H.4.2(e)(ii) and (iii) and not by clause H.5.3.

G.5.5 Subject to clause H.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

G.6 Allocation of traineeships to wage levels

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

G.6.1 Wage level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Business Services	I, II, III
Chemical, Hydrocarbons & Refining	I, II, III
Electrotechnology	I, II, III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Metal and Engineering (Technical)	III

Training package	AQF certificate level
Plastics, Rubber and Cablemaking	III
Telecommunications	II, III
Training and Assessment	III
Transport and Logistics	III

G.6.2 Wage level B

Training package	AQF certificate level
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Caravan Industry	II, III
Furnishing	I, II, III
Manufactured Mineral Products	II
Metal and Engineering (Production)	II, III
Plastics, Rubber and Cablemaking	II
Transport and Logistics	I, II

Schedule H—Agreement for time off instead of payment for overtime

Link to PDF copy of Agreement for Time Off Instead of Payment for Overtime.

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule I—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 K—Part-day Public Holidays deleted by PR747335 ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by PR721323, PR723048, PR728080, PR736911; deleted by PR746868 ppc 17Oct22]

Schedule J—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 K—Part-day Public Holidays deleted by PR747335 ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by PR721323, PR723048, PR728080, PR736911; deleted by PR746868 ppc 17Oct22]