

**From:** Lena Lettau [<mailto:lena.lettau@amwu.org.au>]  
**Sent:** Friday, 12 May 2017 3:49 PM  
**To:** Chambers - Hatcher VP  
**Subject:** AM2014/93 - Materials for Report Back with VP Hatcher 15 May

Dear Associate,

Please find **attached** three documents for Vice President Hatcher to consider in respect of the upcoming report back listed for Monday, in respect of the AM2014/93 proceedings.

The documents include:

1. A marked up version of the VRSR Exposure Draft (12 May), which contains all of the agreed proposed changes to date made by the parties to the proceeding (AMWU, MTAs, SDA and AiG).
2. A marked up version of the Manufacturing Award Exposure Draft (12 May), which highlights agreed provisions and changes made by the AMWU and the AiG to date.
3. A list of outstanding award issues in regards to the VRSR ED Award (27 March) drafted by the MTAs. This document, along with the previously provided table of issues provided to the Commission, contains detailed comments on all of the proposed changes to the VRSR Award.

The parties will speak further to these documents at the report back, however I thought the Vice President may wish to have an opportunity to view them before we meet.

Finally, please note that these documents do not reflect the final view of all parties. Whilst we are fairly close to reaching consensus on proposed amendments to both awards, the parties still require some time to conduct a final review of the drafts and to attend to a small number of outstanding matters.

Kind regards,

Lena

Lena Lettau  
Industrial Officer  
AMWU

Mobile: 0419 286 145

## 12 May Version

### Key

Yellow highlight = Change made to ED in line with parties' agreed position

Blue highlights = Comments in respect of changes that parties submit still need to be made to ED

### Notes

- Schedule B is still subject to submissions by the MTAs
- The following provisions still need to be updated:
  - Facilitative provisions (once award is finalised)
  - Minimum hourly rates for juniors
  - .Wage rates
- Vehicle Salespersons – there is a typo with the overtime rate; % to fix after award finalised
- Clause 23.3 (Casual rates for driveway attendants, roadhouse attendants and console operators) is still to be dealt with. The SDA intend to resubmit submissions in respect of this, after which parties will draft an updated provision.

# EXPOSURE DRAFT

## Vehicle Repair, Services and Retail Award 2016

This exposure draft is based on the *Vehicle Manufacturing, Repair, Services and Retail Award 2010* (the Vehicle award) as at 16 November 2015. Sections of the award relating to manufacturing are coloured red and struck through. These provisions are proposed to be incorporated into the Manufacturing and Associated Industries Award 2014. This draft has been amended to take into account the positions put by the parties, formatting and wording suggestions and recent Full Bench conclusions

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/93](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award.

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

### Table of Contents (updated)

<b>Part 1— Application and Operation of Award .....</b>	<b>4</b>
1. Title and commencement .....	4
2. The National Employment Standards and this award .....	4
3. Coverage.....	4
4. Award flexibility .....	6
5. Facilitative provisions .....	8
<b>Part 2— Types of Employment and Classifications .....</b>	<b>10</b>
6. Types of employment.....	10
7. Juniors .....	14
8. Apprentices (including adult and school-based apprentices) and trainees.....	15
9. School-based apprentices .....	18
10. Classifications .....	18
<b>Part 3— Wages and Allowances .....</b>	<b>19</b>
11. Minimum wages .....	19
12. Payment of wages.....	30
13. Supported wage system .....	33
14. Wage related allowances .....	33
15. Expense related allowances.....	37
16. Accident pay.....	42
17. Superannuation.....	45

<b>Part 4— Ordinary Hours of Work .....</b>	<b>47</b>
18. Ordinary hours of work, breaks and rostering.....	47
19. Saturday, Sunday and public holiday work.....	48
20. Overtime.....	49
21. Shiftwork penalties.....	53
22. Breaks.....	54
23. Special provisions—driveway attendant, console operator and roadhouse attendant	56
24. Special provisions—persons employed principally to sell vehicles .....	59
<b>Part 5— Leave, Public Holidays and Other NES Entitlements .....</b>	<b>64</b>
25. Annual leave.....	64
26. Personal/carer’s leave and compassionate leave.....	66
27. Parental leave and related entitlements .....	66
28. Public holidays .....	66
29. Community service leave .....	67
30. Termination of employment.....	67
31. Redundancy.....	67
<b>Part 6— Consultation and Dispute Resolution.....</b>	<b>68</b>
32. Consultation.....	68
33. Dispute resolution.....	69
<b>Schedule A —Vehicle Industry RS&amp;R—Skill Level Definitions .....</b>	<b>95</b>
<b>Schedule B —Summary of Hourly Rates of Pay .....</b>	<b>120</b>
<b>Schedule C —Summary of Monetary Allowances .....</b>	<b>149</b>
<b>Schedule D —Supported Wage System.....</b>	<b>155</b>
<b>Schedule E —School-based Apprentices .....</b>	<b>158</b>
<b>Schedule F —National Training Wage.....</b>	<b>159</b>
<b>Schedule G —201415 Part-day Public Holidays.....</b>	<b>170</b>
<b>Schedule H —Definitions .....</b>	<b>172</b>

## Part 1—Application and Operation of Award

### 1. Title and commencement

- 1.1 This award is the *Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2015 2016*.
- 1.2 ~~This modern award, as varied, commenced operation on 1 January 2010.~~ A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 1.3 Schedule H—Definitions sets out definitions that apply in this award.

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

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

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

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 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.

### 3. Coverage

- 3.1 This award covers employers throughout Australia of employees engaged in ~~vehicle manufacturing and/or~~ vehicle **industry** repair, services and retail **industry**, as defined in this clause to the exclusion of any other modern award and where the employer's establishment, plant or undertaking is principally connected or concerned with:
- (a) the selling, distributing, dismantling/wrecking/restoring, recycling, preparing for sale **including by assembling**, storage, repairing, maintaining, towing, servicing, **customisation, modifying** and/or parking of motor vehicles of all kinds, including **motor cars, trucks, caravans, trailers, motorcycles, trailerable boats, agricultural machinery, trailers, or the like** or the like and equipment or parts or components or accessories thereof including the establishments concerned for such vehicles and the like;

Exposure draft – Vehicle **Manufacturing, Repair, Services and Retail Award 2016**

- (b) operations or allied businesses concerned with selling, distributing or supplying running requirements for vehicles (including motor fuels, gas and oils);
- (c) the selling and/or handling and/or retreading and/or storing/distribution and/or fitting and/or repairing of tyres or the like made of any material;
- (d) the repair and servicing of motor vehicles in the establishment of an employer not falling within clauses 3.1(a), (b) and (c) but who is engaged in the motor vehicle rental business;
- (e) the repairing of carriages, carts, wagons, bodies, railway cars, tram cars, side-cars or other vehicles or parts or components or accessories in wood, metal and/or other materials;
- ~~(e) 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;~~
- (f) installing, servicing, maintaining, reconditioning or repairing of engines or vehicle servicing equipment and agricultural machinery or implements or the like;
- ~~(f) manufacturing, assembling, fabricating, installing, servicing, maintaining, reconditioning or repairing of engines or vehicle servicing equipment and agricultural machinery or implements or the like where such employer immediately prior to 31 December 2009 was bound by clause 1.5.4(a) of the *Vehicle Industry Award 2000* [AP801818CRV];~~
- (g) any operation concerned with roadside/mobile service; or
- (h) driving school instruction.

3.2 For the purposes of coverage of this award employees engaged in vehicle repair, services and retail industry means employees covered by the classifications in Schedule A.

~~3.2 For the purposes of coverage of this award:~~

- ~~(a) employees engaged in **vehicle industry repair, services and retail** means employees covered by the classifications at clause 31 and for whom Section 1 – Vehicle RS&R Employees applies; and~~
- ~~(b) employees engaged in **vehicle manufacturing** means employees covered by the classifications at clause 31 and for whom Section 2, Section 3 and Section 4 applies.~~

### 3.3 Exclusions

This award does not cover:

- (a) an employee in a car park where the employee's undertaking does not provide repairs and service and/or servicing facilities of motor vehicles other than supplying petrol and oil;

- (b) employees excluded from award coverage by the Fair Work Act 2009 (Cth) (the Act);
- (c) 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
- (d) 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; ~~or~~
- (e) ~~an employer who, on 31 December 2009 was engaged in the manufacture and/or assembly of metal parts or accessories and was bound to observe the Metal, Engineering and Associated Industries Award 1998.~~

**3.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

**3.5** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.4 Subject to the exclusions from coverage set out above, this award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Subject to the exclusions in clause 3.2, this award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed.

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

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

#### 4. Award flexibility

This provision is being reviewed as a common issue

- 4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3 The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4 The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.



- 4.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a) subject to four weeks' notice of termination.
- 4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## 5. Facilitative provisions

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

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

- ~~(a) clause 6.6(c)(iii) full time or part time conversion;~~
- ~~(b) clause 6.6(e) variation of casual conversion 6 month eligibility period;~~
- ~~(c) clause 11.1(c) Meal breaks;~~
- ~~(d) clause 11.3 Overtime crib breaks;~~
- ~~(e) clause 13.1 Payment of wages frequency;~~
- ~~(f) clause 13.2 Payment of wages other than cash;~~
- ~~(g) clause 13.7 Make up time after stand down;~~
- ~~(h) clause 16.17(b) boiler house employees provision of overalls;~~
- ~~(i) clause 21.6(b) Time off instead of overtime payment;~~
- ~~(j) clause 22.7(d) Close down; and~~
- ~~(k) clause 25.2 Substitution of public holidays by agreement.~~

~~5.3 Facilitative provisions relating to Vehicle Industry RS&R employees are contained in the following clauses:~~

- ~~(a) clause 33.2(e) Ordinary hours length of work cycle;~~

~~(b) clause 33.4—Twelve hour shifts; and~~

~~(e) clause 38.1(a) Persons employed principally to sell vehicles—days off per week.~~

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

Clause	Provision
6.7(c)(iii)	Full-time or part-time conversion
6.7(e)	Variation of casual conversion 6 month eligibility period
0	Payment of wages—other than cash
<del>16.17(b)</del>	<del>Boiler house employees—provision of overalls</del>
20.6(b)	Time off instead of overtime payment
22.3	Overtime crib breaks
24.1(a)	Persons employed principally to sell vehicles—days off per week

5.3 The following facilitative provisions can be utilised by agreement between an employer and a majority of employees:

Clause	Provision
0	Payment of wages—frequency
18.5	Twelve hour shifts
22.1(c)	Meal breaks
25.7(d)	Close down

5.4 The following facilitative provisions can be utilised by agreement between an employer and an individual employee or a majority of employees:

Clause	Provision
12.5	Make-up time after stand-down
0	Ordinary hours—length of work cycle
28.2	Substitution of public holidays by agreement

~~5.4 Facilitative provisions relating to Vehicle Manufacturing employees are contained in the following clauses:~~

~~(a) clause 40.1(c) Ordinary hours—spread of hours;~~

~~(b) clause 40.2 Maximum daily hours;~~

~~(c) clause 40.3 Methods of arranging ordinary working hours;~~

~~(d) clause 40.5 Substitute rostered day off;~~

~~(e) clause 43.1(e) Ordinary hours of work—continuous shiftworkers;~~

~~(f) clause 43.2(c) Ordinary hours of work—non-continuous shiftworkers; and~~

~~(g) clause 44.1(c) Crib break.~~

~~5.5 Facilitative provisions relating to Drafting, Planning and Technical employees are contained in the following clauses:~~

~~(a) clause 48.1 Meal breaks;~~

~~(b) clause 49.1 Minimum wages casual employees;~~

~~(c) clause 51.1(b) Sunday work;~~

~~(d) clause 51.2(b) Public holiday work;~~

~~(e) clause 52 Annual leave deferment of annual leave;~~

~~5.6 A facilitative provision relating to Supervisory employees is contained in clause 53.5(b) Time off instead of payment for overtime.~~

## Part 2—Types of Employment and Classifications

### 6. Types of employment

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

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

6.2 The employer shall specify whether an employee is engaged on a full-time, part-time or casual basis at the commencement of employment.

6.3 An employee who does not attend for duty will not be paid for the non-attendance, except as provided for elsewhere in this award.

#### 6.4 Full-time employees

A full-time employee is engaged to work no less than an average of 38 ordinary hours per week.

#### 6.5 Part-time employees

- (a) A part-time employee may be employed in any classification in this award. This clause 6.5 does not apply to a person principally employed as a vehicle salesperson.
- (b) A part-time employee:
  - (i) is engaged to work less than 38 ordinary hours per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- (c) At the time of engagement, the employer and the part-time employee will agree in writing on the following:
  - (i) the hours worked each day;
  - (ii) which days of the week the employee will work;
  - (iii) the actual starting and finishing times each day;
  - (iv) that any variation must be in writing;
  - (v) all time worked in excess of agreed hours is paid at overtime rates; and
  - (vi) the times of taking and the duration of meal breaks.
- (d) Any agreed variation to the hours of work will be recorded in writing.
- (e) All time worked in excess of the hours agreed under clause 6.5(c) or varied under clause 6.5(d) will be paid as overtime.
- (f) For each ordinary hour worked, a part-time employee must be paid the minimum hourly rate for the class of work performed and is entitled, on a pro-rata basis, to shift premiums where applicable.
- (g) ~~Award provisions applicable to full time employees also apply to part-time employees except that~~ a part-time employee is entitled to payment in respect of annual leave, public holidays, personal/carer's leave and jury service, arising from this award on a proportionate basis calculated on the normal, ordinary hours the employee would have worked.
- ~~(h) Subject to the provisions contained in this clause, all other provisions of the award relevant to full-time employees will apply to part-time employees.~~
- (h) No part-time employee may be employed on more than five days per week other than at the request in writing of the employee concerned.
- ~~(j) An employee who does not attend for duty will not be paid for the non-attendance, except as provided for elsewhere in this award.~~

#### 6.6 **Casual employees**

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) At the time of engagement, an employer will inform the employee that they are employed as a casual, stating the identity of the employer, the employee's classification level and rate of pay and the likely number of hours required to be worked.
- (c) **Casual loading**

Casual employees, except for casual employees referred to in clause 6.4(d), 6.6(e) will be paid at the appropriate minimum hourly rate prescribed by ~~clause 11 – Minimum wages~~ this Award for the work they perform plus a loading as set out in the following table:

<b>Day or time worked</b>	<b>% loading</b>
Monday to Friday between 6.00 am and 6.00 pm	25%
Monday to Friday between 6.00 pm and 6.00 am	50%
Saturdays at any time	75%
Sundays at any time	125%
Public holidays at any time	175%
<b>Overtime</b>	<b>% loading</b>
First 3 hours	75%
After 3 hours	125%

(i) The loadings prescribed above in 6.6(c) will not be cumulative and will operate to the exclusion of any other loading in respect of hours of work within this award. Where more than one loading is as prescribed above applies, the employee will be entitled to the highest applicable rates.

(ii) For the purpose of Clause 6.6(c), the appropriate minimum hourly rates are set out in Clauses 11.2, 11.3, 11.7, 11.6(a) and (b) (unapprenticed junior rates).

• ~~Clause 11.2 – Vehicle RS&R employees;~~

• ~~Schedule B – Casual driveway attendants, console operators and roadhouse attendants;~~

• ~~Clauses 11.2, 24.4 and 24.5 – Casual vehicle salespersons~~

~~(c) Casual loading~~

~~Casual employees are entitled to payment in accordance with:~~

~~☐ clause 36.2 – Vehicle RS&R employees;~~

~~☐ clause 37.4 – Casual rates for driveway attendants, roadhouse attendants and console operators;~~

~~☐ clause 38.2 – Casual vehicle salespersons;~~

~~☐ clause 41.7 – Vehicle Manufacturing employees;~~

~~☐ clause 49.1 – Drafting, Planning and Technical employees; and~~

~~☐ clause 53.6 – Supervisory employees.~~

(d) Clause 6.6(c) does not apply to casual employees employed as follows:

(i) driveway attendant, console operator, roadhouse attendant (for casuals doing this type of work see clause ~~23~~ 23.3); or

(ii) those principally employed to perform vehicle sales related duties (for casuals doing this type of work see clause 24.2).

6.7 **Casual conversion to full-time or part-time employment**

This provision is being reviewed in AM2014/196 and AM2014/197

**(a) Eligible casual employee**

An eligible casual employee is a casual employee:

- (i) who works on a regular and systematic basis;
- (ii) who is employed for a sequence of periods of six months; and
- (iii) whose employment is to continue beyond the period of six months.

An eligible casual employee has the right, after six months, to elect to have their contract of employment converted to full-time or part-time employment.

**(b) Notice and election of casual conversion**

- (i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 6.7 within four weeks of the employee having reached the six month period.
- (ii) The eligible casual employee retains their right of election under clause 6.7 if the employer fails to comply with clause 6.7(b)(i).
- (iii) An eligible casual employee may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment either:
  - upon receiving notice under clause 6.7(b)(i); or
  - after the expiry of the time for giving notice.
- (iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment within four weeks of receiving written notice is deemed to have elected against any conversion.

**(c) Full-time or part-time conversion**

- (i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment.
- (ii) An eligible casual employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked.
- (iii) However, the employer and the employee may agree on an alternative arrangement.
- (iv) If an eligible casual employee has elected to have their contract of employment converted to full-time or part-time employment in

accordance with clause 6.7(b)(iii), the employer and employee must, subject to clause **56.7(d)**, discuss and agree on:

- which form of employment the employee will convert to, being full-time or part-time; and
  - if the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 6.5(c).
- (v) Following agreement being reached, the employee converts to full-time or part-time employment.

**(d) Employer consent or refusal to casual conversion**

- (i) The employer must consent or refuse the election within four weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.
- (ii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (iii) After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.

**(e) Variation of the casual conversion six-month eligibility period**

- (i) Clause 6.7(a) may be varied as if the reference to six months is a reference to 12 months by agreement between the employer and:
- the majority of the employees in the workplace;
  - the majority of the employees in a section or sections of the workplace; or
  - the casual employee concerned.
- (ii) An agreement to vary the six-month period with an individual employee must be reached within the two months before the period of six months referred to in clause 6.7(a).
- (iii) The employer may only make an agreement with an individual employee or group of employees who are currently engaged.
- (iv) Any agreement reached must be kept by the employer as a time and wages record.
- (f) An employee must not be **dismissed or ceased to be** engaged and re-engaged to avoid any obligation under this award.

## **7. Juniors**

- 7.1 Except as provided for in clause **7.2(a)** ~~to (f)~~, unapprenticed juniors may be employed in any occupation covered by this award.

**7.2 Prohibited work**

- (a) An unapprenticed junior employee (other than a probationer for apprenticeship) will not be employed in any apprenticeship trade listed in Federal, State or Territory training legislation.
- (b) However minors other than apprentices or probationers for apprenticeship may be employed in all aspects of the work described in the definition of automotive parts interpreter in this award.
- (c) A junior employee under the age of 16 years will not be employed on oil or gas burners or fires used for heating of small articles, or using electric arc or oxy acetylene blow pipe.
- (d) A junior employee under the age of 18 years will not be employed as a furnace person, assistant furnace person or as an operator of a power-driven guillotine or on die-setting work on a power press.
- (e) A junior employee under the age of 18 years will not work unsupervised between the hours of 7.00 pm and 9.00 pm and must not be employed between the hours of 9.00 pm and 6.30 am.
- (f) No employee under the age of 16 years will be required or permitted to work on afternoon or night shift.

**7.3 Proof of age**

If an employer has reasonable grounds for suspecting that an employee is under the age of 21 years, the employee will, if required, provide evidence of the employee's age by means of a birth certificate, other proof satisfactory to the employer or a statutory declaration by the employee's parent or guardian. The employer will be entitled to rely on such proof.

**8. Apprentices (including adult and school-based apprentices) and trainees**

This provision is being reviewed in [AM2014/93](#)

Note: agreement was reached between parties at conference regarding removal of state based words

- 8.1 The terms of this award will apply to apprentices whether full-time or part-time, including adult apprentices, school-based apprentices and trainees, subject to the provisions of the applicable contract of apprenticeship or training contract operating under Federal, State or Territory apprenticeship or training legislation.
- 8.2 The following will be the apprenticeship trades for the purposes of this award:
  - (a) Automotive electrician
  - (b) Automotive engine reconditioner
  - (c) Automotive parts interpreter (specialist)



- (d) Bodymaker—1st class and/or wheelmaker and wheel-right in wood and/or metal and/or substitutes
- ~~(e) Boilermaker and/or structural steel tradesperson~~
- (e) Brake mechanic
- (f) Electrical fitter and/or armature winder (auto)
- (g) Electroplater—1st class
- (h) **Electrical mechanic**
- (i) Fitter and/or turner
- (j) Machinist (metal)—1st class
- (k) Motorcycle or motor scooter mechanic
- (l) Motor mechanic
- (m) Painter—tradesperson
- (n) Panel beater
- ~~(n) Moulder and/or coremaker (jobbing)~~
- (o) Plant mechanic
- (p) Signwriter
- (q) Smith, including coachsmith, springmaker and spring fitter, wheelwright smith and general smith
- (r) Trimmer—tradesperson
- (s) Welder—tradesperson
- (t) Wheel aligner.
- (u) **Wood machinist—1st class**

### 8.3 **Training fees—apprentices and trainees**

- (a) Any costs associated with all 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 registered training organisation commencing training with the registered training organisation (RTO)**, whichever is the later, unless there is unsatisfactory progress;
- (b) 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 8.3(a) above.

#### 8.4 **Travel costs—apprentices and trainees**

- (a) 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 in attending such training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (b) For the purposes of this clause 8.4, 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.
- (c) Excess travel costs payable under this clause may be offset by any amount the apprentice is eligible to receive for travel costs under a Government apprentice assistance scheme. Provided that an offset only applies where the employer has confirmed in writing to the apprentice their eligibility to claim the assistance under a specified scheme/s within one month before the apprentice attends the block release training.

#### 8.5 **Minimum wages**

The minimum wages applying to junior and adult apprentices are dealt with in clauses 32.9 11.9 and 32.10 11.10 of the Award. in Section 1 and clauses 41.8 and 41.10 in Section 2. Traineeship minimum wages are dealt with in Schedule F.

#### 8.5 **No payment by results**

An apprentice will not work under any system of payment by results. This does not preclude an apprentice receiving an above award bonus payment.

#### 8.6 **Overtime and shiftwork**

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.

#### 8.7 **Recognition of training and conditions of employment**

- (a) 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.
- (b) Time spent by an apprentice, ~~other than an apprentice undertaking a school-based apprenticeship~~, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule E – School-based Apprentices.
- (c) The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.

## 9. School-based apprentices

For school-based apprentices, see Schedule E—School-based Apprentices

### ~~Part 3—Ordinary Hours of Work~~

#### ~~10.—Ordinary hours of work and rostering~~

~~10.1—Ordinary hours of work and rostering for employees covered by this award are set out in the following clauses:~~

<del>Employees</del>	<del>Ordinary hours and rostering clause</del>
<del>Vehicle Industry RS&amp;R employees</del>	<del>33</del>
<del>—Driveway attendant, console operator and roadhouse attendant</del>	<del>37.1</del>
<del>—Persons employed principally to sell vehicles</del>	<del>38.1</del>
<del>Vehicle Manufacturing employees</del>	<del>40</del>
<del>Drafting, Planning and Technical employees</del>	<del>47</del>

#### ~~31.—Classifications~~

~~31.1—All adult employees (other than adult apprentices) covered by this section must be classified according to the structure set out in clause 32—Minimum wages according to the skill levels and duties required to be exercised by the employee in order to carry out the principal function of the employment as determined by the employer. The skill level definitions, according to which employees are to be classified, are set out Schedule A—Vehicle Industry RS&R—Skill Level Definitions.~~

~~31.2—Employers must advise each employee in writing of their classification and of any subsequent changes in their classification.~~

~~31.3—Employees must perform all work within their skill and competence consistent with the classification structure and the skill level definitions including work which is incidental or peripheral to their main tasks or functions, provided that such duties are not designed to promote de-skilling.~~

## 10. Classifications

This provision is being reviewed in [AM2014/93](#)

10.1 All adult employees (other than adult apprentices) covered by this award must be classified according to the structure set out in clause 11.2 or 11.3, as applicable, to

~~recognise~~ carry out the principal employment function as determined by the employer.

10.2 Employers must advise each employee in writing of their classification and of any subsequent changes in their classification.

~~10.1 All adult employees (other than adult apprentices) covered by this award must be classified according to the structure set out in clause 11.2 or 11.3, as applicable, to recognise~~ carry out the principal employment function as determined by the employer. Employers must advise each employee in writing of their classification and of any subsequent changes in their classification.

10.3 Employees must perform all work within their skill and competence consistent with the relevant Skill Level Definitions in Schedule A and the Driver classifications in Clause 11.3 ~~classification structure~~, including work which is incidental or peripheral to their main tasks or functions, provided that such duties are not designed to promote de-skilling.

## Part 3—Wages and Allowances

### 11. Minimum wages

~~12.1~~ Minimum wages for employees covered by this award are set out at:

<del>Employees</del>	<del>Clause</del>
<del>Vehicle Industry RS&amp;R Employees</del>	<del>32</del>
<del>Casual driveway attendant, console operator and roadhouse attendant</del>	<del>37.4</del>
<del>Persons employed principally to sell vehicles</del>	<del>32</del>
<del>Vehicle Manufacturing Employees</del>	<del>41</del>
<del>Drafting, Planning and Technical Employees</del>	<del>49</del>
<del>Supervisory employees</del>	<del>53.6</del>

~~12.2~~ Calculation of hourly rates

~~The minimum hourly rate where it appears in this award is calculated by dividing the specified minimum weekly rate by 38 and rounding to the nearest cent. The casual hourly rate is calculated by applying the casual loading to the minimum hourly rate and then rounding to the nearest cent.~~

11.1 Minimum wages for employees covered by this award are set out in this clause, except that:

- (a) the minimum hourly rates for casual driveway attendants, console operators and roadhouse attendants are set out in **Clause 23.3 Schedule B**;

(b) additional provisions concerning minimum wages for persons employed principally to sell vehicles are set out in clauses 24.4 and 24.6.

11.2 An adult employee in the classification (wage group level) specified in the table below will be paid the following rates for ordinary hours worked by the employee:

Employee classification	Wage group level	Minimum weekly rate	Minimum hourly rate
		\$	\$
Vehicle RS&R industry employee—Level 1	R1	656.90	17.29
Vehicle RS&R industry employee—Level 2	R2	675.90	17.79
Vehicle RS&R industry employee—Level 3	R3	701.80	18.47
Vehicle RS&R industry employee—Level 4	R4	725.90	19.10
Vehicle RS&R industry employee—Level 5	R5	743.80	19.57
Vehicle RS&R industry employee—tradesperson or equivalent Level I	R6	764.90	20.13
Vehicle RS&R industry employee—tradesperson or equivalent Level II	R7	836.70	22.02

NOTE: Casual loadings are set out at clause 36.

~~32.2 Any wage increases arising from the implementation of the new classification Vehicle industry RS&R tradesperson or equivalent Level II R7 are subject to absorption into existing over award payments.~~

11.3 **Driver classifications—minimum wages**

	Minimum weekly rate	Minimum hourly rate
	\$	\$
<b>Driver—forklift:</b>		
• Lifting capacity up to 4500 kg	725.80	19.10
• Lifting capacity in excess of 4500kg	725.80	19.10
<b>Driver—mobile crane:</b>		
• Lifting capacity up to 10 tonnes	725.80	19.10
• Lifting capacity in excess of 10 tonnes	725.80	19.10

	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
<b>Driver—commercial vehicle used in the course of the employer’s business:</b>		
• Makers capacity of 3 tonnes or less	725.80	19.10
• Makers capacity of over 3 tonnes but under 8 tonnes	725.80	19.10
<b>Driver—articulated vehicle</b>		
• Makers capacity up to and including 10 tonnes	753.50	19.83
<b>Driver—tow truck</b>		
• Class 1	725.80	19.10
• Class 2 and 3	725.80	19.10
• Class 4	764.90	20.13
<b>NOTE: Casual loadings are set out at clause 36. Note: Class definitions for tow-truck drivers are set out in Schedule H - Definitions</b>		

See Schedule B for a summary of hourly rates of pay including casual loadings.

11.4 **Driver Classifications - Wage related allowances**

**(a) Driver—commercial vehicle used in the course of the employer’s business**

The following allowances are payable to a driver of a commercial vehicle used in the course of the employer’s business:

- (i)** for each additional complete tonne over 8 tonnes an allowance of **\$1.45** per week;
- (ii)** employees engaged in driving a motor vehicle drawing an empty trailer will be paid an additional **\$1.88** per day;
- (iii)** employees engaged in driving a motor vehicle drawing a loaded trailer will be paid an additional **\$3.41** per day.

**(b) Driver—articulated vehicle**

An allowance of **\$1.38** per week is payable for each additional complete tonne over 10 tonnes to a driver who is required to drive an articulated vehicle in the course of the employer’s business.

**(c) Driver—tow truck**

An allowance of **\$19.28** per week is payable to a driver who is required to drive a tow truck. This allowance will stand alone and is not subject to penalty additions.

11.5 **Higher duties**

- (a) An employee required by the employer to perform duties carrying a higher rate than the employee’s ordinary classification for more than two hours on one day or shift, will be paid the higher rate for such day or shift.
- (b) If the work at the higher rate is for two hours or less on one day or shift, the employee will be paid the higher rate for the actual time worked at the higher level.

11.6 **Vehicle industry RS&R—unapprenticed juniors**

**\*\* Note: the parties want to include minimum hourly rates to be consistent with the rest of the Award\*\***

- (a) The minimum weekly rate for a junior employed in the classifications as set out in clause 32.6(b), 11.6(b), will be the following:

Age	% of Level 1 rate	\$ per week
16 years and under	47.5	312.03
17 years	50.0	328.45
18 years	62.5	410.56
19 years	75.0	492.68
20 years	87.5	574.79

- (b) For the purpose of 32.6(a)-11.6(a), the following classifications apply:

- Battery repairer
- Car cleaner and/or washer
- Car polisher—by hand
- Detailer
- Driver—courtesy vehicle in relation to sales or sales promotion or in the course of registration or collection from or delivery to customer
- Driveway attendant
- Electroplater—2nd class
- Grinder and/or buffer metal using portable machine
- Lubritorium attendant
- Machinist (metal)—2nd class
- Office cleaner

- Painter—brush and/or spray on mechanical and/or chassis components
- Painter’s wet rubber
- Parking attendant
- Process worker
- Roadhouse attendant, required to cook takeaway foods
- Salesperson, first six months’ experience
- Service receptionist (not being a tradesperson)
- Sewing machinist
- Spring service worker, spring coiling machinist and spring maker
- Steam cleaner and/or proof coater
- Tradesperson’s assistant
- Tyre fitter
- Vehicle salesperson and/or agricultural vehicle salesperson—up to six months’ experience
- Welder—electric spot and buff

(c) The minimum weekly rate for an unapprenticed junior employed to perform any of the functions contained in the skill level definitions for the Levels 1, 2 and 3 classifications in Schedule A will be the following:

Age	% of Level 1 rate
16 years and under	47.5%
17 years	50.0%
18 years	62.5%
19 years	75.0%
20 years	87.5%

Age	% of Level 1 rate	\$ per week
16 years and under	47.5	312.03
17 years	50.0	328.45
18 years	62.5	410.56
19 years	75.0	492.68
20 years	87.5	574.79

(c) The minimum weekly rate for a junior employed in the classifications set out in clause 32.6(d) 11.6(d), will be the following:



Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

Age	% of Level 4 rate	\$ per week
16 years and under	47.5	344.80
17 years	50.0	362.95
18 years	62.5	453.69
19 years	75.0	544.43
20 years	87.5	635.16

(d) For the purposes of clause 32.6(e), 11.6(c), the following classifications apply:

- Air hammer operator
- Assembler—accessories
- Assembler—body shop
- Assembler and/or wirer
- Automotive serviceperson and/or checker
- Bodymaker—2nd class
- Brake serviceperson
- Console operator
- Dent knocker
- Driver of commercial vehicle under 8 tonnes
- Driver of courtesy car or vehicle in relation to sales or sales in the course of registration, collection from or delivery to customer—vehicle with maker's capacity over three tonnes
- Exhaust repairer
- Fork-lift driver and mobile crane driver
- ~~Metal finisher~~
- Motorcycle assembler
- Radiator repairer, as defined
- Road house attendant, if engaged primarily to cook other than takeaway foods
- Salesperson, other
- Security person
- Spotter and/or toucher up
- Storeperson—more than 12 months' experience
- Storeperson and packer

- Trimmer sectional
- Vehicle salesperson and/or agricultural vehicle salesperson, after six months experience
- Welder other than trade using oxy, etc.
- Wheel aligner, other than a tradesperson
- Wheel builder and/or repairer
- Windscreen fitter and/or repairer
- Wrecker—automotive

(a) ~~The minimum weekly rate for an unapprenticed junior employed to perform any of the functions contained in the skill level definitions for the Level 4 classification in Schedule A will be the following:~~

Age	% of Level 4 rate
16 years and under	47.5%
17 years	50.0%
18 years	62.5%
19 years	75.0%
20 years	87.5%

Age	% of Level 4 rate	\$ per week
16 years and under	47.5	TBC
17 years	50.0	TBC
18 years	62.5	TBC
19 years	75.0	TBC
20 years	87.5	TBC

#### 11.7 Junior drivers

For drivers not covered by clause 11.6, the minimum weekly rate to be paid to junior drivers of commercial vehicles and/or tow trucks of this award is as follows:

Age	% of relevant adult driver rate
Under 19 years	70%
19 years	80%
20 years and over	100%

#### 11.8 Apprentice wage rates and progression

A junior or adult apprentice undertaking a full-time or part-time course can advance through an apprenticeship either by completing each stage of the required competencies in

accordance with an agreed training plan entered into by an employer, an employee and the required training provider and consistent with the regulations of the relevant State or Territory Apprenticeship training Authority, or by completing each year of service of an apprenticeship.

#### 11.9 Junior apprentices

- (a) A junior apprentice is an apprentice who is under 21 years of age.
- (b) **Minimum wage rates for junior apprentices commencing or continuing an apprenticeship prior to 1 January 2014**

For apprentices who commenced their apprenticeship prior to 1 January 2014 the minimum wages for a junior apprentice are as set out in the following table.

Year of apprenticeship	% of Level R6 rate
Stage 1 or 1st year	42%
Stage 2 or 2nd year	55%
Stage 3 or 3rd year	75%
Stage 4 or 4th year	88%

- (c) **Minimum wage rate for apprentices commencing an apprenticeship on and from 1 January 2014**

From the first pay period commencing on or after 1 January 2014 the minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014, except as provided for in clause 11.10 (Adult Apprentices), are set out below.

Year of apprenticeship	Has not completed year 12 (% of Level R6 rate)	Has completed year 12 (% of Level R6 rate)
Stage 1 or 1st year	50%	55%
Stage 2 or 2nd year	60%	65%
Stage 3 or 3rd year	75%	75%
Stage 4 or 4th year	88%	88%

#### 11.10 Adult apprentices

- (a) An adult apprentice is an apprentice who is over 21 years of age when commencing an apprenticeship.
- (b) **Minimum wage rates for adult apprentices commencing or continuing an apprenticeship prior to 1 January 2014**

For adult apprentices who commenced their apprenticeship prior to 1 January 2014 the minimum wages are as set out in the following table:

Year of apprenticeship	Award reference	Weekly wage \$
Level 1 or 1st year	National Training Wage Award—Skill Level B	579.70

<b>Year of apprenticeship</b>	<b>Award reference</b>	<b>Weekly wage</b> \$
Level 2 or 2nd year	Vehicle industry RS&R employee—Level 1	656.90
Level 3 or 3rd year	Vehicle industry RS&R employee—Level 2	675.90
Level 4 or 4th year	Vehicle industry RS&R employee—Level 3	701.80
Thereafter	Vehicle industry RS&R employee—tradesperson or equivalent—Level R6	764.90

**(c) Minimum wage rates for adult apprentices commencing an apprenticeship on and from 1 January 2014**

From 1 January 2014 the minimum wages for adult apprentices commencing an apprenticeship on and from 1 January 2014 are set out in the following table:

<b>Year of apprenticeship</b>	<b>Award reference</b>	<b>Weekly wage</b> \$
Stage 1 or 1st year	80% of Vehicle industry RS&R employee—tradesperson or equivalent—Level R6	611.90
Stage 2 or 2nd year	Vehicle industry RS&R employee—Level 1	656.90
Stage 3 or 3rd year	Vehicle industry RS&R employee—Level 2	675.90
Stage 4 or 4th year	Vehicle industry RS&R employee—Level 3	701.80
Thereafter	Vehicle industry RS&R employee—tradesperson or equivalent—Level R6	764.90

- (d)** Where a person was employed by an employer in the vehicle industry immediately prior to becoming an adult apprentice with that employer such person will not suffer a reduction in their rate of pay by virtue of becoming indentured.

**11.11 School-based apprentices**

For school-based apprentices, see Schedule E—School-based Apprentices.

**11.12 National training wage**

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

~~13. — Payment of wages~~

~~13.1 — Wages will be paid weekly, or with the agreement of the majority of employees in a workplace working under the terms of this award, fortnightly or monthly.~~

~~13.2 — Wages will be paid in cash, or with the agreement of the majority of employees or an individual employee working under the terms of this award, by cheque or direct bank transfer into an account at a bank or financial institution nominated by the employee. Where wages are paid by direct transfer, the employer will pay any bank or other charges associated with that method of payment.~~

~~13.3 — Wages will be paid as follows:~~

~~(a) — In the case of an employee whose ordinary hours of work are arranged so that the employee works up to 38 ordinary hours per week, wages will be paid weekly, fortnightly or monthly according to the actual ordinary hours worked each week.~~

~~(b) — In the case of an employee whose ordinary hours of work are so that the employee works up to an average of 38 ordinary hours each week during a work cycle, wages will be paid weekly, fortnightly or monthly according to a weekly average of ordinary hours worked even though more or less than 38 may be worked in a work cycle.~~

~~(c) — An established pay day and/or pay period will not be changed except by not less than four weeks' notice by the employer to their employees.~~

~~(d) — Wages will be paid in the employer's time not later than Thursday in any pay cycle, provided that wages will be paid if possible not later than Wednesday in a week in which a public holiday falls on the Thursday or Friday.~~

~~(e) — Where wages are paid after 1.30 pm on pay day the employer will not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such pay day and the previous day. Where wages are paid before 1.30 pm on pay day the employer will not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such pay day and the two previous days.~~

~~(f) — On or prior to pay day an employer will state to each employee in writing the total amount of wages to which the employee is entitled, the amount of overtime included, details of any deductions made and the net amount being paid.~~

~~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.~~

~~13.4 — Payment of wages on termination of employment~~

~~(a) — Upon termination of employment, the employer will pay wages due to an employee:~~

~~(i) — on the day of termination;~~

~~(ii) — by forwarding such wages to the employee on the next working day; or~~

~~(iii) at the employer's place of business on a stated day not later than seven days after such termination. If the employer requires the employee to visit such place of business to collect wages then, in addition to the amount of moneys due, the employer will pay the employee an additional four hours' ordinary pay.~~

~~(b) Except that where an employee abandons his or her employment or the employee's employment is terminated without notice for serious and wilful misconduct the employer will pay the wages due to the employee within two business days (not including a Saturday, Sunday or public holiday) of the termination.~~

~~(c) An employer may deduct from monies due to an employee such amount as is authorised in writing by the employee for a lawful purpose specified in the authority.~~

### ~~13.5 Absence from duty~~

~~An employee failing to attend for duty will not be entitled to pay for the time of such non-attendance except as provided for in the case of annual leave, public holidays, personal/carer's leave and compassionate leave or any other absences from work without loss of pay permitted by this award.~~

### ~~13.6 Make-up time~~

~~An employee on day work or shiftwork may elect, with the consent of their employer, to work make-up time, where the employee takes time off during ordinary hours and works those at a later time, at the rate which would have been applicable to the hours taken off.~~

### ~~13.7 Make-up time after stand-down~~

~~(a) In the event of a stand-down situation arising, an employer and employee(s) may agree that each employee may work make-up time, up to the number of hours of work lost as a result of the stand-down, at the rate which would have been applicable to the hours lost. Such make-up time must be worked within seven days of the end of the stand-down period or during the stand-down period if such hours are worked by agreement outside normal hours of work.~~

~~(b) For the purpose of this provision the hours of work may be worked at such time as is agreed despite any other provisions of this award.~~

~~(c) No employee may be required by an employer to agree to work such make-up time and, in the absence of an agreement by an employee to do so the usual overtime and penalty rates applicable under this award will apply to work required to be performed by such employees.~~

~~(d) Provided that an employee who is required to attend for work on any day but for whom, for the reason abovementioned, no work is provided will be entitled to two hours' pay. Provided further that where an employee commences work, the employee will be entitled to be provided with four hours' employment or be entitled to be paid as for four hours' work.~~

## 12. Payment of wages

**\*\*Note: the parties believe that there is a FB decision pending on this issue. It is proposed that once the decision is handed down that the model or new standard provisions should be included into the Award. In particular clause 12.7 should be reviewed after dealing with the decision\*\***

### ~~12.1 Frequency of payment~~

- ~~(a) Except as provided in clause 12(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 three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.~~

~~12.1 Wages will be paid weekly, or with the agreement of the majority of employees in a workplace working under the terms of this award, fortnightly or monthly.~~

### ~~12.2 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.~~

~~12.2 Wages will be paid in cash, or with the agreement of the majority of employees or an individual employee working under the terms of this award, by cheque or direct bank transfer into an account at a bank or financial institution nominated by the employee. Where wages are paid by direct transfer, the employer will pay any bank or other charges associated with that method of payment.~~

~~12.3 Wages will be paid as follows:~~

- ~~(a) In the case of an employee whose ordinary hours of work are arranged so that the employee works up to 38 ordinary hours per week, wages will be paid~~

weekly, fortnightly or monthly according to the actual ordinary hours worked each week.

- (b) In the case of an employee whose ordinary hours of work are so that the employee works up to an average of 38 ordinary hours each week during a work cycle, wages will be paid weekly, fortnightly or monthly according to a weekly average of ordinary hours worked even though more or less than 38 may be worked in a work cycle.
- (c) An established pay day and/or pay period will not be changed except by no less than four weeks' notice by the employer to their employees.
- (d) Wages will be paid in the employer's time not later than Thursday in any pay cycle, provided that wages will be paid if possible not later than Wednesday in a week in which a public holiday falls on the Thursday or Friday.
- (e) On or prior to pay day an employer will state to each employee in writing the total amount of wages to which the employee is entitled, the amount of overtime included, details of any deductions made and the net amount being paid.

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.

#### 12.4 **Payment of wages on termination of employment**

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

- (a) Upon termination of employment, the employer will pay wages due to an employee:
  - (i) on the day of termination;
  - (ii) by forwarding such wages to the employee on the next working day; or
  - (iii) at the employer's place of business on a stated day not later than seven days after such termination. If the employer requires the employee to visit such place of business to collect wages then, in addition to the amount of moneys due, the employer will pay the employee an additional four hours' ordinary pay.
- (b) Except that where an employee abandons his or her employment or the employee's employment is terminated without notice for serious and wilful misconduct the employer will pay the wages due to the employee within two business days (not including a Saturday, Sunday or public holiday) of the termination.
- (c) An employer may deduct from monies due to an employee such amount as is authorised in writing by the employee for a lawful purpose specified in the authority.



**12.4 — Day off coinciding with pay day**

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

**12.5 — Wages to be paid during working hours**

- ~~(d) Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.~~
- ~~(e) 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.~~

**12.6 — Absences from duty under an averaging system**

- ~~(f) 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:
  - ~~(i) The employee will accrue a credit for each day they work ordinary hours in excess of the daily average.~~
  - ~~(ii) 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.~~~~

**12.5 Make-up time**

~~An employee on day work or shiftwork may elect, with the consent of their employer, to work make-up time, where the employee takes time off during ordinary hours and works those at a later time, at the rate which would have been applicable to the hours taken off.~~

**12.6 Make-up time after stand-down**

- ~~(a) In the event of a stand-down situation arising, an employer and employee(s) may agree that each employee may work make-up time, up to the number of hours of work lost as a result of the stand-down, at the rate which would have been applicable to the hours lost. Such make-up time must be worked within seven days of the end of the stand-down period or during the stand-down period if such hours are worked by agreement outside normal hours of work.~~
- ~~(b) For the purpose of this provision the hours of work may be worked at such time as is agreed despite any other provisions of this award.~~
- ~~(c) No employee may be required by an employer to agree to work such make-up time and, in the absence of an agreement by an employee to do so the usual overtime and penalty rates applicable under this award will apply to work required to be performed by such employees.~~

- (d) Provided that an employee who is required to attend for work on any day but for whom, for the reason abovementioned, no work is provided will be entitled to two hours' pay. Provided further that where an employee commences work, the employee will be entitled to be provided with four hours' employment or be entitled to be paid as for four hours' work.

12.7 Clause 24 deals with additional requirements for Vehicle Salespersons.

### 13. Supported wage system

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

### ~~15. National training wage~~

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

### 14. Wage related allowances

#### 14.1 Allowances and special rates

- (a) Employers must pay to an employee the allowances and special rates the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.
- (b) The allowances and special rates prescribed by this clause will be paid irrespective of the times at which the work is performed and will not be subject to any premium or penalty additions.

#### 14.2 Leading hand's allowance

In addition to the rates prescribed elsewhere, a leading hand's allowance will be paid to leading hands as follows:

In charge of	\$ per week
Not less than 3 and not more than 10 employees	33.20
More than 10 and not more than 20 employees	50.02
More than 20 employees	63.56

### ~~16.3 Inspector's allowance~~

~~Inspectors will be paid \$31.21 per week in excess of the wage payable to the employee whose work an inspector is required to inspect.~~

### ~~16.4 Carpenters' allowance~~

~~A carpenters' allowance of \$0.25 per hour is payable to a carpenter engaged on large structural alterations to buildings, whether external or internal.~~

#### 14.5 First aid allowance

A first aid allowance of \$15.30 per week is payable to an employee holding first aid qualifications and appointed by the employer to perform first aid duty.

14.6 **Driver handling money allowance**

- (a) **Driver handling money** means an employee covered by clause 11.2 or clause 11.3 including a junior employee employed in either class of work and who collects and/or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out.
- (b) The following amounts are payable to a driver handling money:

<b>Amount handled</b>	<b>\$ per week</b>
Up to \$20	1.55
Over \$20 but not exceeding \$200	2.83
Over \$200 but not exceeding \$600	5.36
Over \$600 but not exceeding \$1000	6.80
Over \$1000	9.62

14.7 **Confined spaces**

- (a) A confined space allowance of **\$0.74** per hour is payable to an employee working a confined space, i.e. a compartment, space or place, the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation.
- (b) Clause 14.7 applies to work on the inside of tanks or tanker type vehicles such as those used in carrying petrol, milk, flour, cement and the like, but will not apply to other work on vehicles.

14.8 **Dirty work**

- (a) A dirty work allowance of **\$0.58** per hour is payable to an employee doing work which a foreperson and the employee agree is of an unusually dirty or offensive nature.
- (b) A minimum payment of **\$2.25** per day or shift applies to dirty work, provided that this amount will not be paid in respect of a specific job when other higher special rates are payable for that job on the same day or shift, and those higher rates exceed **\$2.25** on the particular day or shift.
- (c) Where there is a disagreement between the foreperson and the employee, the employee or a shop steward on the employee's behalf is entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer (if there is one), or otherwise by the employer or executive officer responsible for management or superintendence of the plant concerned. A decision will be made within 48 hours of the decision being requested (unless that time expires on a non-working day, in which case it will be given during the next working day), or the allowance will be paid.
- (d) Where a union alleges that an employer or the employer's representative is unreasonable or capricious in relation to such a claim, it can refer the question via the steps within the dispute resolution procedure at clause 33.

14.9 **Hot places**

- (a) An employee working for more than one hour in the shade will be paid as follows:
  - (i) an allowance of **\$0.58** per hour in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius; or
  - (ii) an allowance of **\$0.74** per hour in places where the temperature exceeds 54 degrees Celsius.
- (b) Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, an employee will also be entitled to a paid 20 minute rest break after every two hours' work.
- (c) The temperature will be decided by the foreperson after consultation with the employee who claims the allowance.

14.10 **Wet places**

- (a) A wet places allowance of \$0.52 per hour is payable to an employee who is required to work in any place where the employee's boots or clothing become saturated, whether by water, oil or otherwise, for the part of the day or shift when required to work in wet clothing or boots.
- (b) The wet places allowance is not payable to an employee supplied with protective clothing in accordance with clauses 15.6(f) and 15.12.

14.11 **Glass or slag wool**

An allowance of **\$0.74** 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.

14.12 **Handling garbage**

An allowance **\$0.58** per hour is payable to an employee employed as a driver or driver's assistant on a vehicle handling garbage.

14.13 **Livestock transport**

An allowance of **\$0.58** per hour is payable to an employee working on the underside or the body of the stock compartment of a vehicle which has been regularly used in the carriage of livestock and which has not been cleaned down immediately before service.

14.14 **Slicking with carbon black and hand spraying tyres**

An allowance of **\$0.86** per day is payable to an employee principally employed to fit tyres (as defined in Schedule H), and/or employed in tyre repairing and retreading processes as defined who is:

- (a) engaged in slicking and carbon black based slick or hand spraying motor and/or motorcycle tyres or earthmover tyres or tractor tyres or truck tyres; or
- (b) actually working on acid vats in reclaiming.

~~16.15 — Height money~~

~~An allowance of \$0.44 per hour is payable to an employee (other than a rigger and splicer) engaged in the erection, repair and/or maintenance of steel frame buildings and similar structures at a height of 15 metres or more directly above the nearest horizontal plane.~~

14.16 Large tyre fitting—offsite

An allowance of \$0.85 per day is payable to an employee required to fit earthmover, grader, truck or tractor tyres away from the employer’s place of business.

~~16.17 —~~

**14.17 Boiler house employees**

(a) An allowance of \$1.16 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.

(b) The allowance will not be payable where, by agreement between the employer and employee, the employer provides the employee with overalls that are acceptable to the employee.

~~16.18 — Electric generators or dynamos~~

~~An allowance of \$30.67 per week is payable to a boiler attendant or fireperson to an electric generator or dynamo exceeding 10 kilowatt capacity.~~

14.18 Fork-lifts or cranes

An allowance of \$2.22 per day is payable to the drivers of a fork-lift or crane, where two or more fork-lifts or cranes are involved in any one lift.

~~16.20 — Foundry allowance~~

~~Foundry work means:~~

~~(a) any operation in the production of casting metal in moulds made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting; and~~

~~(b) where carried on as an incidental process in connection with and in the course of production to which this definition applies, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), and knock out processes, but will not include any operation performed in connection with:~~

~~(i) non-ferrous die casting (including gravity and pressure);~~

~~(ii) casting of billets and/or ingots in metal moulds;~~

~~(iii) continuous casting of metal into billets;~~

~~(iv) melting of metal for use in printing; and~~

~~(v) refining of metal.~~

- ~~(c) A foundry allowance of \$0.45 per hour is payable to an employee engaged in foundry work to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.~~
- ~~(d) An employee will not be paid the foundry allowance for any work in the foundry during any period that foundry production is not being carried out, with the exception of any work during a period up to eight hours immediately following the cessation of foundry production. During any period in which the foundry allowance is not applicable, the appropriate disability provisions of this clause will apply.~~
- ~~(e) This allowance is payable instead of any disability allowance otherwise payable under clause 16.~~

14.20 **Combined disabilities**

Where two or more disabilities for which special rates prescribed in this clause occur at the same time such rates will accumulate except as to combinations of dirty work, handling garbage and livestock transport in which case the highest rate will be payable.

14.21 **Tyre fitting or tyre repairing and retreading—Thursday and Friday work**

A weekly employee, principally employed to fit tyres as defined, and or employed in tyre repairing and retreading process as defined in tyre retailing establishments working ordinary hours between the hours of 8.00 pm and 9.30 pm on a Thursday and/or Friday will receive an additional amount per hour calculated at one quarter of the minimum hourly rate based on the minimum weekly rate.

**15. Expense related allowances**

Employers must pay to an employee the allowances and special rates the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.

15.1 **Meal allowance**

This sub-clause 15.1 does not apply to a person principally employed to perform vehicle sales related duties.

- (a) A meal allowance of \$13.18 per meal is payable to an employee who is required to work overtime for more than one and a half 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 second 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 15.1 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.

15.2 **Travelling time, ~~accommodation and meals~~**

This provision is being reviewed in [AM2014/93](#)

- (a) This sub-clause does not apply to a person principally employed to perform vehicle sales related duties.
- (b) Where an employee is required on any day to perform ordinary work away from a location where the employee normally works, the employee will:
  - (i) if required to work normal working hours be paid at the minimum hourly rate for extra time spent when travelling, except on Saturdays, Sundays and public holidays which will be paid at **150%** of the minimum hourly rate;
  - (ii) if travelling in the employer's business time, do so without loss of wages;
  - (iii) if using their own means of transport with the approval of the employer for travelling to or from outside jobs or venues, be paid the amount of excess fares which the employee would have incurred using public transport unless there has been an arrangement with the employer for a regular allowance; and
  - (iv) if required by an employer to use their own vehicle on the employer's business, be paid an allowance of **\$0.78** per kilometre travelled.
- (c) The maximum travelling time to be paid will be 12 hours out of any period of 24 hours, or when a sleeping berth is provided by the employer for all night travel, eight hours out of every 24 hours.

15.3 **Transfer of employment**

An employee, **other than a person principally employed to perform vehicles sales related duties, who is:**

- (a) engaged in one locality to work in another; or
- (b) sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,

will be paid for time spent travelling between such localities and expenses for a period not exceeding three months, provided that the payment of expenses will cease after the employee has taken up permanent residence or found alternative accommodation at the new location.

15.4 **Accommodation and meals**

- (a) Where an employee, other than a person principally employed to perform vehicles sales related duties, is required to travel in circumstances requiring the employee to stay away from home overnight the employee, except to the extent that arrangements may be made for expenses to be charged to the employer, will be reimbursed for expenses reasonably incurred for accommodation and meals.
- (b) Expenses for the purpose of this clause means:
  - (i) All reasonable fares and expenses incurred whilst travelling including a meal allowance of **\$13.18** per meal.
  - (ii) A reasonable allowance to cover the cost incurred for board and lodging.

15.5 **Tool allowance—tradespersons, **carpenters** and apprentices**

- (a) A tool allowance of **\$11.38** per week is payable to a tradesperson employed in any of the RS&R classifications who is required by an employer to provide their own hand tools, for supplying and maintaining tools ordinary required in the performance of their work as a tradesperson.
- ~~(b) A tool allowance of **\$14.71** per week is payable to a tradesperson employed in any of the vehicle industry classifications in Section 2 Vehicle Manufacturing Employees who is required by an employer to provide their own hand tools.~~
- ~~(c) A carpenter will be paid a tool allowance of **\$15.03** per week.~~
- (b) A tool allowance is payable to apprentices employed under the classifications referred to in clause **11.8 to 11.10 8.2** where the apprentice is required by an employer to provide their own tools as follows:

<b>Year of apprenticeship</b>	<b>\$ per week</b>
Level 1 or 1st year	4.83
Level 2 or 2nd year	6.23
Level 3 or 3rd year	8.59
Level 4 or 4th year	9.98

- ~~(e) A tool allowance is payable to apprentices paid the minimum wage prescribed in clauses 41.8 and 41.10 in Section 2 Vehicle Manufacturing Employees where the apprentice is required by an employer to provide their own tools.~~

<b>Year of apprenticeship</b>	<b>\$ per week</b>
<del>Level 1 or 1st year</del>	<del>6.23</del>
<del>Level 2 or 2nd year</del>	<del>8.05</del>



<b>Year of apprenticeship</b>	<b>\$ per week</b>
<b>Level 3 or 3rd year</b>	<b>11.06</b>
<b>Level 4 or 4th year</b>	<b>12.99</b>

- (c) Notwithstanding anything else contained in this award, the tool allowance is not subject to overtime, shift premium or other penalty additions or annual leave loading.

#### 15.6 **Clothing, equipment and tools—tyre fitting and retreading**

Clause 15.6 will apply solely to persons employed principally to fit tyres as defined and/or a person employed in tyre retreading processes as defined.

(a) **Provision of tools**

Where the employer requires persons who are employed either principally to fit tyres and/or in the tyre repairing and retreading process to use tools in the performance of their work, the employer will reimburse the employee for the cost of purchasing such tools.

- (b) Employees will be paid a tool allowance in accordance with clause 15.5 where required by the employer to supply and maintain tools of trade necessary for the performance of their duties.
- (c) The tool allowance under clause 15.6 will not apply where the tools are supplied to the employee at the employer's expense.
- (d) An employer may require any employee to sign a receipt for any tools issued to an employee by the employer.
- (e) An employee who has been provided by the employer with facilities to lock up tools at the end of each shift will be held responsible for the safe custody of the tools issued and will replace or pay for any tools so provided if lost through the employee's negligence.

(f) **Protective clothing**

Where an employer requires an employee to work on acid vats or reclaiming or washing raw rubber or in wet places the employer will reimburse an employee for the cost of purchasing an apron or overalls and rubber or other suitable boots.

- (g) Clause 15.6(f) will not apply where protective clothing is supplied to the employee by the employer.

#### 15.7 **Clothing, equipment and tools—other than tyre fitting and retreading**

Clause 15.7 will apply to other employees, where applicable, not covered under clause 15.6.

(a) **Provision of tools**

Tradespersons or apprentices will be paid a tool allowance specified in clause **15.45** where they are required by the employer to supply and maintain tools necessary for the performance of their duties.

- (b) Notwithstanding the payment of a tool allowance under clause 15.7(a) where the employer requires an employee, in the performance of their work, to use tools as set out in this sub-clause, the employer must reimburse the employee for the cost of purchasing all necessary power tools, special purpose tools, precision measuring instruments and snips used in the cutting of stainless steel and similar hard metals.
- (c) Tradespersons or their apprentices will replace or pay for any tools so supplied by their employer if lost through the employee's negligence.

15.8 **Damage to clothing and tools**

- (a) The employer must reimburse an employee of the cost of replacing the employee's tools or work clothing where:
  - (i) the employee is required to use their own tools or wear their own work clothing in the course of employment; and
  - (ii) the clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- (b) Clause 15.8(a) does not apply where:
  - (i) the employee uses tools that are not ordinarily required in the performance of the employee's duties; or
  - (ii) the work clothing and tools are supplied to the employee at the employer's expense.

15.9 **Gloves**

- (a) The employer will reimburse the employee for the cost of purchasing suitable canvas or leather gloves where the employee is required to use such gloves in the performance of their duties.
- (b) Reimbursement for the cost of suitable gloves will apply to operating a pneumatic percussion tool used for chiselling, hammering or riveting or where by reason of the material or tackle being used it is necessary for slingers to wear leather gloves.
- (c) Clause 15.9 does not apply where the gloves are supplied to the employee at the employer's expense. Where such gloves are supplied without cost to the employee they will remain the property of the employer.

15.10 **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 15.10(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.

**15.11 Protective clothing**

- (a) The employer will reimburse an employee for the cost of purchasing protective clothing such as boots, rubber aprons and rubber boots where the employee is required to wear adequate protective clothing when working with acids or other substances of a like nature, engaged in wet rubbing or when working in the rain, car laundry, washing bay or in steam cleaning or proof coating operations.
- (b) The employer will not be required to reimburse the employee where such suitable protective clothing is supplied to the employee at the employer's expense.
- (c) Where protective clothing is supplied without cost to the employee, it will remain the property of the employer.

**15.12 Protective equipment—welding**

- (a) The employer will reimburse an employee for the cost of purchasing protective equipment when the employee is either required to wear suitable, sufficient and adequate protection when performing welding operations and, where necessary, for employees when working in close proximity to such operations.
- (b) Clause 15.12(a) does not apply where the protective equipment is supplied to the employee at the employer's expense.
- (c) Where protective equipment is supplied without cost to the employee, it will remain the property of the employer.

**15.13 Uniforms**

- (a) Where an employer requires an employee to wear a special uniform as a condition of employment, the employer must reimburse the employee for the cost of purchasing and cleaning the uniform.
- (b) Clause 15.13(a) does not apply where the uniform is supplied and cleaned free of cost by the employer.
- (c) Where the uniform is supplied by the employer without cost and cleaned free of cost to the employee, the uniform will remain the property of the employer.

**16. Accident pay**

**16.1 Definitions**

For the purpose of this clause, 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.

16.2 **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 this clause 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 this clause.

16.3 **Notice of injury**

**(a)**

When an employee receives an injury for which the employee claims to be entitled to payment under this clause, 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.

16.4 **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.

16.5 **Pro rata payments**

For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

16.6 **Return to work**

If an employee entitled to accident pay under this clause 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.

16.7 **When not entitled to payment**

~~(a) An employee will not be entitled to~~

~~(b) any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.~~

**(a)** An employee will not be entitled to any payment under this clause 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 this clause in respect of any injury during the first five normal working days of incapacity.

**(c)** An employee will not be entitled to any payment under this clause for any incapacity occurring during the first three weeks of employment, unless such incapacity continues beyond the first three weeks of employment. If the incapacity continues beyond the first three weeks of employment then the provisions of this clause (clause 16) will apply to the period of incapacity after the first three weeks.

- (d) An employee will not be entitled to any payment under this clause 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.

**16.8 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 this clause (clause 16) will cease to apply to the employee from the date of refusal or failure to commence the work.

**16.9 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.

**16.10 Damages independent of the 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 this clause and the employee will not be entitled to any further accident pay thereafter.

**16.11 When payments cease**

All rights to payment under this clause will cease on the death of an employee.

**16.12 Changes to rates in workers' compensation legislation**

The amount of accident pay payable under this clause shall not increase in the event that there are any changes to compensation rates under the applicable workers' compensation legislation.

**16.13 Engagement of employee**

Upon commencement of employment, an employee may be required to declare all workers' compensation claims made in the previous five 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 this clause.

**16.14 Casual employees**

For a casual employee the weekly payment referred to in clause 16.1(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.

**16.15 No obligation to take out insurance**

Nothing in this clause requires an employer to insure against liability for the payment of benefits under this clause.

**17. Superannuation**

**17.1 Superannuation legislation**

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

**17.2 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.

**17.3 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 their behalf 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 17.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from their wages from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 17.3(a) or 17.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or 17.3(b) was made.

17.4 **Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 17.2, and pay the amount authorised under clauses 17.3(a) or 17.3(b), to one of the following superannuation funds or its successor:

- (a) MTAA Superannuation Fund;
- (b) AustralianSuper;
- (c) Labour Union Cooperative Retirement Fund;
- (d) TWUSUPER;
- (e) CareSuper;
- (f) Statewide Superannuation Trust;
- (g) Tasplan Ltd;
- (h) Retail Employees Superannuation Trust (REST);
- (i) 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
- (j) a superannuation fund or scheme which the employee is a defined benefit member of.

17.5 **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 17.2 and pay the amounts authorised under clauses 17.3(a) or 17.3(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) of the employee due to work-related injury or work-related illness provided that:
- (c) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- (d) the employee remains employed by the employer.

## Part 4—Ordinary Hours of Work

### 18. Ordinary hours of work, breaks and rostering

**18.1** This clause will not apply to a person principally employed to perform vehicle sales related duties.

~~18.1 This clause specifies minimum working hours arrangements for all employees covered by this award. Additional provisions concerning ordinary hours of work in relation to driveway attendants, console operators and roadhouse attendants are contained in clause 23.1. Additional provisions concerning ordinary hours of work in relation to persons employed principally to sell vehicles are contained in clause 24.~~

18.2 Subject to the other provisions of this clause, ordinary hours of work of an employee will be an average of 38 hours per week, worked on not more than five days in any week, calculated on the following basis:

- (a) 38 hours within a work cycle not exceeding seven consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days;
- (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
- (e) Any other work cycle during which a weekly average of 38 ordinary hours is worked or may be determined by agreement between the employer and an employee or employees.

18.3 Employees may be required to work up to a maximum of 10 ordinary hours per day.

18.4 The commencing time of any permanent employee's daily hours once fixed may vary from day to day in a week but not by more than two hours.

**18.5 Twelve hour shifts**

**\*\* The preamble in this provision needs to be amended to reflect the August 2016 Full Bench Decision dealing with this award proceeding, at paragraph [16]\*\***

(a) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise, 12 hour days or shifts may be introduced subject to:

- (i) proper health monitoring procedures being introduced;
- (ii) suitable roster arrangement 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.

(b) At any enterprise or section of an enterprise where 12 hour days or shifts were rostered on a regular basis prior to **1 January 2016 date of variation**, 12 hour days or shifts may continue to be worked notwithstanding clauses 18.3 and 18.5(a)

#### **18.6 Crib breaks**

(a) ~~Employees on continuous work will work the ordinary hours prescribed in clause 18.1 on a daily basis continuously and will be allowed a paid break of 20 minutes each shift for crib, counted as time worked during these hours.~~

(b) ~~For the purposes of clause 18.6(a), continuous work is work which is carried on with consecutive shifts of employees throughout 24 hours of each of at least five consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.~~

### **19. Saturday, Sunday and public holiday work**

19.1 Clause 19.1 does not apply to any of the following employees who work any of their rostered hours on a Saturday or Sunday or a Public Holiday:

- (a) casual employees, including casuals principally employed to perform duties of a driveway attendant, console operator or a roadhouse attendant (see clause 23); or
- (b) a person engaged as a permanent to perform duties of a driveway attendant, console operator or roadhouse attendant (see clause 23).
- (c) a person principally employed to perform vehicle sales related duties (see clause 24);

19.2 An employee who works any of their ordinary hours on a Saturday, Sunday or public holiday will be paid at the following rates:

- (i) Saturday—**150%** of the minimum hourly rate;
- (ii) Sunday—**200%** of the minimum hourly rate; or
- (iii) **Public holiday—250% of the minimum hourly rate.**

19.3 An employee who works outside rostered hours on a Saturday, Sunday or public holiday will be paid at the overtime rates prescribed by clause 20—Overtime.

19.4 Payments for Saturday, Sunday or public holiday work will stand alone and will not be included for any other purpose of this award.

#### ~~**34.2 Public holiday work**~~

~~(a) The public holiday penalty rates do not apply to the following employees who work any of their ordinary hours on a public holiday:~~

- ~~(i) — persons principally employed to perform vehicle sales related duties (see clause 38.3); or~~
- ~~(ii) — casual employees and persons principally employed to perform duties of a driveway attendant, console operator or road house attendant (see clause 37.4).~~
- ~~(b) An employee who works any of their ordinary hours on a public holiday will be paid 250% of the minimum hourly rate.~~
- ~~(c) An employee who works outside their rostered hours on a public holiday will be paid for the hours so worked at the overtime rate prescribed by clause 21 — Overtime.~~
- ~~(d) Payments for public holiday work will stand alone and will not be included for any other purposes of this award.~~

## ~~20. — Penalty rates~~

~~20.1 — Penalty rates for employees covered by this award are set out at:~~

<del>Employees</del>	<del>Clause</del>
<del>Vehicle Industry RS&amp;R Employees</del>	<del>34 &amp; 35</del>
<del>Casual driveway attendant, console operator and roadhouse attendant</del>	<del>37.4</del>
<del>Other than casual — driveway attendant, console operator and roadhouse attendant</del>	<del>37.5</del>
<del>Persons employed principally to sell vehicles</del>	<del>38.3</del>
<del>Vehicle Manufacturing Employees</del>	<del>43, 44 and 45</del>
<del>Drafting, Planning and Technical Employees</del>	<del>51</del>

~~20.2 — Penalty rates are not payable for overtime hours worked by the employee.~~

## ~~20. Overtime~~

This provision is being reviewed in [AM2014/93](#)

20.1 This clause does not apply to:

- ~~(a) a person principally employed to perform vehicle sales related duties; or~~

- (b) permanent and casual employees employed as driveway attendants, roadhouse attendants and console operators working in fuel retailing establishments (for overtime rates, see clause 23.5 23.5); and
- (c) other casual employees (see clause 6.6).
- ~~(b) casual employees covered by clause 36 Vehicle Industry RS&R Casual employees or clause 37.4 Casual rates for driveway attendants, roadhouse attendants and console operators; or~~
- ~~(c) employees working at fuel retailing establishments.~~

## 20.2 Definition of overtime

- (a) For a full-time employee, overtime is any time worked outside the ordinary hours prescribed by clause 17-18.
- (b) For a part-time employee, hours worked in excess the employee's ordinary hours (agreed in accordance with clauses 6.5(c) and 6.5(d)) will be paid at the appropriate overtime rate.

## 20.3 Overtime rates

An employee required to work outside the ordinary hours as prescribed by the award will be paid as follows:

- (a) on a Sunday—at the rate of 200% of the minimum hourly rate;
- (b) on a public holiday—at the rate of 250% of the minimum hourly rate; and
- (c) on any other day:
  - (i) 150% of the minimum hourly rate for the first three hours; and
  - (ii) 200% of the minimum hourly rate after three hours.
  - (iii) Payment at 200% of the minimum hourly rate is to continue until the completion of the overtime work.
- (d) Clause 20.3 will 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) in accordance with clause 12.7 12.5

## 20.4 Extra rates not cumulative

The extra rates prescribed by clause 20.3 are in substitution for and not cumulative upon the shiftwork allowance prescribed by clause 21.2.

## 20.5 Minimum overtime payment on a Sunday or public holiday

- (a) An employee required to work overtime on a Sunday or public holiday in connection with maintaining the continuity of electric light or power, will be paid for:

- (i) a minimum of one hour at the appropriate rate; and
- (ii) time reasonably occupied getting to and from work, which will be counted as time worked, except where the work occupies more than two hours.

- (a) For work other than that referred to in clause 20.9, an employee required to work overtime on a Sunday or a public holiday must be provided with at least four hours' work, or paid for four hours at the appropriate rate.
- (b) Clause 20.5 does not apply where work is continuous with overtime or work commenced on the previous day or completed on the following day.

#### 20.6 Time off instead of overtime payment

**\*\* The parties believe that there is a FB decision on this issue [2016 FWCFB 6178 on 31 August 2016]. On this basis the parties seek insertion of any model clause into this Award \*\***

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- (a) An employee may elect to take time off instead of payment for overtime with the consent of the employer.
- (b) Time off instead of payment for overtime must be taken at a mutually convenient time within four weeks of the overtime being worked. However, with the agreement of the employer, an employee may elect to bank up to eight hours of time off instead of overtime to be taken no later than eight weeks after the overtime was worked.
- (c) An agreement reached in accordance with clause 20.6(b) should be placed in writing and recorded with the employee's wage records and for file. Any hours banked and cleared must be recorded in the employee's wage record.
- (d) Time off instead of payment for overtime must equate to the overtime rate, i.e. if the employee works one hour of overtime at the rate of 150% and elects to claim time off instead of payment the time off would be equal to one and a half hours.
- (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.

#### 20.7 Standing by

- (a) Subject to clause 20.7(b) where an employee is required regularly to hold themselves in readiness for a call-back, an employee directed by an employer to hold themselves in readiness to work outside their ordinary working hours

will for this period be paid standing by time at their ordinary time rate of pay commencing from the time an employee is required to hold themselves in readiness for a call-back.

- (b) Clause 20.7 will not apply to an employee in a garage and/or to an employee engaged as the driver of a tow and/or repair vehicle and/or to the assistant to such a driver.

**20.8 Call back (general)**

- (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 three 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 three hours if the employee was recalled to perform work which is completed within a shorter period.
- (b) Clause 20.8 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 three hours on such recall or each of such recalls, overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purposes of clause 22.4(a).
- (d) Clause 20.8 will not apply to an employee in a garage and/or to an employee engaged as the driver of a tow and/or repair vehicle and/or to the assistant to such a driver.

**20.9 Call-back (breakdowns etc.)**

- (a) An employee in a garage and/or an employee engaged as the driver of a tow and/or repair vehicle and/or the assistant to such a driver recalled outside normal working hours for breakdown, accident or other emergency work will be paid at the rate of 200% of the minimum hourly rate for the period of time recalled.
- (b) The calculation of the period of time of duty will include only the time reasonably occupied in travel or work between the time of the employee's departure from the normal place of residence and the time of return to such place after the performance of the work provided that:
  - (i) in the case of the first call-back in any one day an employee will be paid as for at least a period of two hours at **200%** of the minimum hourly rate; and

- (ii) in the case of each subsequent call-back in the same day as for at least a period of one hour at **200%** of the minimum hourly rate whether occurring within two hours of the first call-back or not.
- (c) Notwithstanding clause 20.9(a) and 20.9(b) where by mutual agreement, evidence of which will be recorded and maintained at the employer’s premises, an employee who is rostered to make themselves available outside normal working hours to be called upon for breakdown, accident or roadside service work will be paid at the rate of **200%** of the minimum hourly rate for the period so recalled provided that in the case of each call-back the employee will be paid for at least a period of one hour at **200%** of the minimum hourly rate.
  - (i) The calculation of the period of work will include only the time reasonably occupied in travel or work between the time of the employee’s departure from the normal place of residence or other starting point and the time of return to the employee’s residence.
  - (ii) An employee entitled to payment under this clause will make and tender to the employer on their next ordinary working day a record of work performed showing starting and finishing times.
- (d) Where the actual time worked is less than three hours for a recall or on each of the recalls, overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purposes of clause 22.4(a).

**20.10 Transport of employees**

Where an employee normally uses public transport and is required to commence and/or conclude overtime or shiftwork between 8.30 pm and 6.00 am at a time when public transport is not available, the employer will provide the employee with a conveyance to and/or from the employee’s residence, or pay the employee’s current wage for the time reasonably occupied in travelling to and/or from the residence.

**20.11 Breaks during and after overtime**

An employee is entitled to breaks during and after overtime in accordance with clauses 22.3 and 22.4.

**21. Shiftwork penalties**

21.1 Shiftwork penalties in **this clause** are not payable to:

- (a) a casual employee **principally** employed to perform duties of a driveway attendant, console operator, or a roadhouse attendant (see clause 23);
- (b) other casuals (see clause 6.6); or**
- (c) a person employed principally to perform vehicle sales related duties.

21.2 An employee working on afternoon or night shift will except on a Saturday, Sunday or a public holiday be paid an amount equal to the following relevant percentage of the **appropriate** minimum hourly rate:

Shift	% of minimum hourly rate

Shift	% of minimum hourly rate
Night shift only	130%
Afternoon shift only	118%
Alternating afternoon and night shifts	120%
Alternating day and night shifts—rate for the night shift	112.5%
Alternating day, afternoon and night shifts—rate for the afternoon and night shift	112.5%
Alternating day and afternoon shifts—rate for the afternoon shift	112.5%

21.3 An employee engaged on an afternoon or night shift which does not continue for at least five successive working days or such shorter work cycle as may be worked pursuant to clause 18—Ordinary hours of work, breaks and rostering will be paid at **150%** of the minimum hourly rate for each such shift.

21.4 Except at regular changeover of shift, an employee will not be required to work more than one shift in each 24 hours.

21.5 For the purposes of this clause:

(a) **afternoon shift** means a shift commencing after noon and not later than 6.00 pm

(b) **night shift** means a shift commencing after 6.00 pm and not later than 4.00 am

Payments prescribed by this clause will stand alone and will not be included for any other purpose of this award.

21.6 **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).

## 22. Breaks

22.1 **Meal and rest breaks**

(a) Clause 22.1 will not apply to a person principally employed to perform vehicle sales related duties, **console operators** or to employees on continuous shiftwork.

(b) Unpaid meal breaks will be not less than 30 minutes and not more than 60 minutes.

(c) Subject to the exceptions below, in clause ~~22.2~~ **22.1(d)**, an employee will not be required to work for more than five hours without a meal break.

- (d) The employer and the majority of employees in an establishment may agree that all employees in the establishment can be required to work up to six hours without a meal break.
- (e) 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.
- (f) An employer may in appropriate circumstances reasonably require an employee to change the timing of a scheduled meal break or rest break to meet operational requirements.

## 22.2 Working during or without a meal break

- (a) Subject to clause 22.2(b), an employee who works:
  - (i) beyond five hours without a meal break (or beyond six hours where agreed in accordance with clause 22.1(e) 22.1(d); or
  - (ii) during a meal break,will be paid at **150%** of the minimum hourly rate for the time worked until a meal break is allowed.
- (b) Where an employer directs an employee to perform regular maintenance for the purposes of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle, the employee will be paid at the minimum hourly rate for any such work performed during a meal break.

## 22.3 Overtime crib breaks

- (a) An employee required to work overtime for more than one and a half 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 four 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 22.3 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.
- (e) Clause 22.3 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.



22.4 **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 clauses 20.8 and 20.9, 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.

23. **Special provisions—driveway attendant, console operator and roadhouse attendant**

~~37.1—Ordinary hours of work and rostering~~

~~For a person employed on a weekly, part-time or casual basis to principally perform duties of a driveway attendant, console operator or a roadhouse attendant as defined, the ordinary hours prescribed by clause 33.2 will be worked at the option of the employer in either of the following ways:~~

- ~~(i) continuously, on a daily basis except for meal and morning or afternoon tea breaks at the discretion of the employer; or~~
- ~~(ii) continuously, on a daily basis, with 20 minutes during such hours each day or shift for crib, whilst maintaining customer service. The 20 minute crib break will be counted as time worked.~~

23.1 **Hours of work**

- (a) Ordinary hours of work for driveway attendants, console operators and roadhouse attendants will be worked at the option of the employer in either of the following ways provided the time worked on any day has exceeded five hours:
  - (i) continuously, on a daily basis, except for meal and morning or afternoon tea breaks taken at times determined at the employer's discretion in accordance with clause 22.1; or
  - (ii) continuously, on a daily basis, with 20 minutes during such hours each day or shift for crib, whilst maintaining customer service. The 20 minute crib break will be counted as time worked.
- (b) A driveway attendant or console operator who is working alone is entitled to close and secure the work site so as to attend the toilet.

~~(c) A junior employee under the age of 18 years will not work unsupervised between the hours of 7.00 pm and 9.00 pm and must not be employed between the hours of 9.00 pm and 6.30 am.~~

**23.2 Prohibited employees Prohibited work for certain juniors**

A junior employee under the age of 18 years will not work unsupervised between the hours of 7.00 pm and 9.00 pm and must not be employed between the hours of 9.00 pm and 6.30 am.

**23.3 Casual rates**

A casual employed as a driveway attendant, roadhouse attendant, console operator or roadhouse attendant engaged primarily to cook other than takeaway meals will be paid by the hour in accordance with the casual rates prescribed below:

This provision is being reviewed in [AM2014/93](#)

(a) An adult employed on a casual basis principally to perform the following duties will be paid:

	<b>Monday to Friday</b>	<b>Saturdays, Sundays and public holidays</b>
	<b>% of ordinary hourly rate</b>	
Duties of a driveway attendant	131.75%	170%
Duties of a roadhouse attendant required to cook takeaway foods	131.75%	170%
Duties of a console operator, or roadhouse attendant if engaged to primarily cook other than takeaway meals	130.35%	167%

(b) **Junior employees**

A junior employed on a casual basis in the duties in clause 23.3(a) will be paid as follows:

<b>Age</b>	<b>% of adult rate</b>
16 years and under	47.5%
17 years	50.0%
18 years	62.5%
19 years	75.0%
20 years	87.5%

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

23.4 **Ordinary hours on Saturdays, Sundays and public holidays**

- (a) A permanent employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:
  - (i) Saturday work until noon—**100%** of the minimum hourly rate;
  - (ii) Saturday work after noon—**150%** of the minimum hourly rate;
  - (iii) Sunday work—**150%** of the minimum hourly rate; and
  - (iv) public holidays—**200%** of the minimum hourly rate.
- (b) Payments prescribed by this clause will stand alone and will not be included for any other purpose of this award.
- (c) Despite the provisions of clause 23.4(a), where an employee covered by this sub-clause works a night shift which finishes on Saturday morning, the relevant night shift penalty in clause 21.2 will continue to apply for that portion of the shift falling on Saturday morning. If that Saturday is a public holiday then the public holiday rate in clause 23.4(a)(iv) will apply instead of the relevant night shift penalty rate in clause 21.2 for that portion of the shift falling on the public holiday.

23.5 **Overtime**

(a) **Definition of overtime**

For a permanent employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant, overtime is any time worked outside their ordinary hours.

(b) **Overtime rates—permanent employees**

A permanent employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant who works overtime must be paid the overtime rates as follows:

<b>For overtime worked on</b>	<b>% of minimum hourly rate</b>
Monday to Saturday—first 3 hours	150%
Monday to Saturday—after 3 hours	200%
Sunday all day	200%
Public holiday all day	200%

(c) **Minimum payment for overtime on a Sunday or a public holiday**

A permanent employee required to work overtime on a Sunday or on a public holiday must be paid for a minimum of three hours' work at the appropriate rate.

(d) **The extra rates in 23.5(b) are in substitution for an not cumulative upon the shiftwork allowances prescribed in clause 21.**

**(e) Overtime rates—casual employees**

A casual employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant who works in excess of 10 hours per day or 38 hours per week will be paid in accordance with the relevant overtime rates as set out in clause 23.3(a), (b) and (c). ~~170% of the minimum hourly rate for any overtime hours worked.~~

**24. Special provisions—persons employed principally to sell vehicles**

**24.1 Ordinary hours of work and rostering**

This provision is being reviewed in [AM2014/93](#)

**(a) Full-time employees**

A full-time vehicle salesperson will be allowed one and a half days free of duty per week or, by mutual agreement, three full days per fortnight.

**(b) Part-time employees**

**(i)** A part-time vehicle salesperson:

- will work a regular number of days not less than two per week; and
- will be paid a proportion of the weekly wage on a pro-rata basis.

**(ii)** A part-time vehicle salesperson will be entitled to the same pro rata entitlements as a full-time salesperson in respect of annual leave, public holidays, personal/carer's leave and **accident** make-up pay on a proportionate basis calculated on the number of hours worked.

**24.2 Casual employees**

**(a)** An adult casual vehicle salesperson will be paid the **appropriate** minimum hourly rate in clause 11.2 plus a **25%** casual loading.

**(b)** A junior casual vehicle salesperson will be paid the **appropriate** minimum hourly rate in clause 11.6 plus a 25% casual loading.

**(c)** Work performed on a Sunday will be paid at 200% of the **appropriate** minimum hourly rate per hour.

**(d)** Work on a public holiday will be paid at 275% of the ~~relevant~~ **appropriate** minimum hourly rate per hour.

**24.3 Penalty rates**

**(a) Payment for work on days off**

All work done by a vehicle salesperson on the instruction of an employer on a nominated rostered day or half-day off will be paid for at the rate of double time.

**double time** will mean:

- (i) if more than half a day is worked, two fifths of the salesperson's minimum weekly rate prescribed in clause 11.2 (adult rates) or clause 11.6 (junior rates); and
- (ii) if half a day or less is worked, one fifth of the salesperson's minimum weekly rate prescribed in clauses 11.2 and 11.6.

**(b) Payment for work on public holidays**

- (i) All work done by a vehicle salesperson on the instruction of an employer on a public holiday will be paid for at the rate of double time and a half.
- (ii) For the purpose of this subclause, **double time and a half** will mean:
  - if more than half a day is worked, half of the salesperson's minimum weekly rate prescribed by clauses 11.2 and 11.6 of this award; and
  - if half a day or less is worked, one quarter of the salesperson's minimum weekly rate prescribed by clauses 11.2 and 11.6 of this award.

**(c) Payment for work on a Sunday**

A vehicle salesperson required by an employer to work on a Sunday, other than a Sunday which is the normal rostered day off or a public holiday, will be paid the following amounts in addition to the minimum weekly rate:

- (i) if more than half a day is worked—**\$152.98 (20%** of the standard weekly rate); or
- (ii) half a day or less is worked—**\$76.49 (10%** of the standard weekly rate).

**24.4 Payment of commission**

Any commission payments negotiated between a vehicle salesperson and his or her employer are subject to the following provisions:

- (a) the basis on which commission will be paid will be committed to writing and a copy given to a vehicle salesperson within 21 days of them commencing employment and such basis will not be altered except by mutual consent or by a week's notice in writing from the employer to a salesperson;
- ~~(b) an employer will comply with clause 38.4(a) within 21 days of such date;~~
- (b) an employer will within 21 days after the last day of each month provide a vehicle salesperson with all relevant details of vehicles delivered and commission earned during the preceding month, **and** then this commission or any commission outstanding will be payable, **and**
- (c) **the** commission will be deemed to accrue upon the delivery of a vehicle to the customer;

- (d) where a sale is effected as a result of the efforts of two or more vehicle salespersons, the commission payable in respect of such sale will be divided between them in such proportion as they may mutually agree;
- (e) where the employment of a vehicle salesperson terminates prior to the delivery of a vehicle for which they would otherwise be entitled to commission, provided the vehicle is delivered within three months of the termination they will be paid two thirds of the commission they would otherwise have received;
- (f) where the employment of a vehicle salesperson terminates, the commission to which the vehicle salesperson is entitled in respect of vehicles which have already been delivered will be paid to them within 14 days of such termination; and
- (g) any sum payable under an agreement made pursuant to clause 24.4 will be deemed to be payable under this award.

#### ~~24.5 — Calculation of wages~~

~~For the purpose only of determining payment for personal leave, compassionate leave, deduction for unauthorised absences, wage calculation on termination of employment and casual rates, the hourly rate will be either the adult or junior minimum hourly rate as the case may be.~~

#### 24.6 Minimum remuneration and calculation of wages

~~(a) — A vehicle salesperson is entitled to be paid the minimum hourly rate under clause 11.2 or 11.6, as applicable, for all hours worked and the penalty rates in clause 24.3 (provided that the payments for work on a Sunday under clause 24.3(e) are in substitution for and not in addition to the minimum hourly rates in clause 11.2 or clause 11.6).~~

~~(b) — A vehicle salesperson who is paid commission in accordance with clause 24.4 must be paid the minimum remuneration required under clause 0 in at least each successive three month period subject to the following:~~

~~(i) — Any amount of commission paid during the three month period may be offset against the amount required to be paid under clause 0.~~

~~(ii) — An employer will conduct a reconciliation of total payments made to a vehicle salesperson against the minimum remuneration amount required by clause 0 at least every three months, and will pay any shortfall to the employee within 21 days of that reconciliation.~~

(a) A vehicle salesperson will be entitled to be paid the minimum hourly rate under clause 11.2 or clause 11.6, as applicable, and any applicable casual loading, for all hours required by the employer to be worked up to and exceeding 38 hours per week ("minimum remuneration"). A vehicle salesperson will also be entitled, where applicable, to:

(i) any penalties payable under clauses 24.3(a) (Payment for work on days off) and 24.3(b) (Payment for work on public holidays), or in

the case of casual employees clauses 24.2(c) and (d), instead of the applicable minimum hourly rate; and

- (ii) any penalties payable under clause 24.3(c) (Payment for work on a Sunday), in addition to the minimum hourly rate, for employees other than casual employees,

(b) In respect of a vehicle salesperson who is paid commission in accordance with clause 24.4:

- (i) an employer's obligation to pay a vehicle salesperson in respect of hours required to be worked in excess of 38 in any week may be met by the payment to the employee of any commission negotiated under clause 24.4; and
- (ii) an employer will at least every three months ensure compliance with clause 24.5(a) above and make any necessary additional payments within 21 days after the last day of the relevant month.

#### 24.7 Calculation of wages

For the purpose only of determining payment for personal leave, compassionate leave, deduction for unauthorised absences, wage calculation on termination of employment and casual rates, the hourly rate will be either the adult or junior minimum hourly rate as the case may be.

#### 24.8 Expense related allowances

Employers must pay to an employee the allowances the employee is entitled to under clause 24.7. See **Schedule B C** for a summary of monetary allowances and method of adjustment.

##### (a) Travelling expenses

A vehicle salesperson whose duties require them to stay overnight away from their usual residence will be reimbursed expenses reasonably incurred in performing duties associated with the role.

##### (b) Meal allowance

- (i) A meal allowance of **\$15.64** per meal is payable to a vehicle salesperson:
  - required to be on duty at a motor show, agricultural show or similar exhibition over the evening meal period;
  - required to be on duty at a motor show, agricultural show or similar exhibition on a public holiday over the evening meal period or for the midday meal;
  - required to work at a showroom or car yard for more than two hours after 6.00 pm on any day without being notified on the previous day or earlier that they would be required to work.
- (ii) The meal allowance is not payable if:

- the employee is supplied with a meal by the employer; or
- the employee lives in the same locality as their workplace and can reasonably return home for meals.

**(c) Use of motor vehicles**

- (i)** Where a vehicle salesperson is provided with a motor vehicle for use in the performance of duties associated with the role, the employer cannot deduct any amount from the employee's minimum wages on account of such use.
- (ii)** A vehicle salesperson engaged on terms which require use of their own vehicle will be reimbursed on a basis not less favourable to the salesperson as follows:
  - for motor vehicles up to and including 20 hp an overhead cost allowance of **\$173.51** per week, plus a weekly amount calculated at the rate of **\$0.20** per kilometre for the actual distance travelled by the employee's car each week in connection with their employment;
  - for motor vehicles over 20 hp an overhead cost allowance of **\$192.81** per week, plus a weekly amount calculated at the rate of **\$0.23** per kilometre for the actual distance travelled by the employee's car each week in connection with their employment,
- (iii)** For the purpose of calculating the per km allowance in clause 24.8(c)(ii), distance travelled to and from the place where the vehicle is customarily housed will be included.
- (iv)** The weekly vehicle allowance in clause 24.8(c)(ii) is payable each week of the calendar year except in respect of periods:
  - when a vehicle salesperson is absent from duty without the consent of the employer;
  - in excess of three consecutive weeks when the vehicle is unavailable due to accident or mechanical defect; or
  - in excess of a total of three complete weeks in any one year due to personal illness or incapacity of the salesperson, provided that any such claim for any period of less than one week will not be taken into account for the purpose of this clause.
- (v)** Other than in cases of termination of employment, four weeks' notice will be given to a salesperson by the employer that the salesperson is no longer required to provide their own vehicle.
- (vi)** In the cases of casual use by any vehicle salesperson of their own vehicle in the course of their duties and by agreement with their employer, the salesperson will be reimbursed at the rate of not less than **\$0.78** per kilometre.



## Part 5—Leave, Public Holidays and Other NES Entitlements

### 25. Annual leave

**\*\*Model clauses from recent Annual Leave decision need to be inserted here, where appropriate\*\***

This provision is being reviewed in [AM2014/47](#)

- 25.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.
- 25.2 An employee for each year of service with an employer and subject to clauses 25.3 and 25.4, is entitled to four weeks of paid annual leave
- 25.3 An employee’s entitlement to annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work.
- 25.4 **Seven day shiftworkers**
- For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- 25.5 **Payment for annual leave**
- (a) Instead of the base rate of pay as referred to in [s.90\(1\)](#) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period. During a period of annual leave an employee will also receive a loading as follows:
- (i) **Day workers**
- Employees who would have worked on day work only had they not been on leave—**17.5%** loading.
- (ii) **Shiftworkers**
- Employees who would have worked on shiftwork had they not been on leave—**17.5%** loading or the shift loading, whichever is the greater but not both.
- (b) Subject to clause 25.5(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) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

Note inserted in accordance with para [94] [2015] FWCFB 4658

NOTE: Where an employee is receiving overaward 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 ss.16 and 90 of the Act).

#### 25.6 Excessive annual leave

Notwithstanding s.88 of the Act, if the employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

#### 25.7 Annual close down

Where an employer closes down a plant, or a section or sections of the plant, for the purpose of allowing annual leave to all or the bulk of the employees in the workplace or section or sections of the workplace, the following provisions apply:

- (a) An employer may by giving not less than four weeks' notice of their intention to do so, stand off for the duration of the close down all employees in the workplace or section or sections of the workplace. In such event the employer may allow to those who are not qualified for the full entitlement to annual leave for the total close down period paid leave up to the total amount of leave accrued as at the commencement of the close down. Such leave will be at the appropriate wage rate as prescribed in clause 25.5. The balance of the close down for which the employee does not have sufficient accrued leave to cover such period will be leave without pay.
- (b) An employee who has accrued enough leave for the close down period must be allowed the leave, and be paid at the appropriate wage rate in clause 25.5.
- (c) An employer may close down for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down in two separate periods one of those periods must be for a period of at least 21 consecutive days.
- (d) Where the majority of the employees in the workplace or section or sections of the workplace agree, the employer may close down in accordance with this subclause in two separate periods neither of which is of at least 21 consecutive days or in three separate periods. In such cases the employer must advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

**25.8 Paid leave in advance of accrual**

- (a) An employer may allow an employee to take annual leave either wholly or partly in advance before the right has accrued. In such case the employee will not receive any annual leave to their credit until the period of service is such as to cover the annual leave provided in advance.
- (b) The employer will be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment where:
  - (i) annual leave or part thereof has been granted in advance before the right thereto has accrued; and
  - (ii) the employee subsequently leaves or is discharged from the service of the employer with a negative accrual.

**25.9 Payment of accrued annual leave on termination of employment**

Subject to clause 25.8(b), where an employee has outstanding or untaken annual leave upon termination of employment, they will be paid the amount that would have been payable under clause 25.5. The employee will not be paid the leave loading or shift loading set out in clause 25.5.

**26. Personal/carer's leave and compassionate leave**

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

**27. Parental leave and related entitlements**

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

**28. Public holidays**

28.1 Public holidays are provided for in the NES.

**28.2 Substitution of public holidays by agreement**

By agreement between the employer and the majority of employees in an enterprise, or between the employer and an individual employee, another day may be substituted for a public holiday.

**28.3 Rostered day off or accumulated time off falling on a public holiday**

Where an employee whose ordinary hours of work are arranged in a way that the employee is entitled to a rostered day off, the weekday to be taken off will not coincide with a public holiday. In the event that a public holiday is prescribed after a roster is arranged the employer will allow the employee to take an alternative weekday off instead of the public holiday.

**28.4 Part-day public holidays**

For provisions relating to part-day public holidays see Schedule G—201415 Part-day Public Holidays.

**29. Community service leave**

Community service leave is provided for in the NES.

**30. Termination of employment**

30.1 Notice of termination is provided for in the NES.

**30.2 Notice of termination by an employee**

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

**30.3 Job search entitlement**

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

**31. Redundancy**

31.1 Redundancy pay is provided for in the NES.

**31.2 Transfer to lower paid duties**

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

**31.3 Employee leaving during notice period**

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

31.4 **Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 30.3.

## Part 6—Consultation and Dispute Resolution

### 32. Consultation

32.1 Consultation regarding major workplace change

(a) **Employers to notify**

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

(b) **Employers to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 32.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 32.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the

changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

### 32.2 **Consultation about changes to rosters or hours of work**

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

## 33. **Dispute resolution**

- 33.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 33.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 33.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 33.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- 33.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 33.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 33.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 33.7 An employee representative and an employer may agree to negotiation skills training leave up to three days with pay, on each occasion, which is necessary to assist the employee representative in their dispute settlement role. The arrangements will be considered by the employer having regard to the normal staffing requirements in the employee representative work area. An employee representative taking such leave will be paid all ordinary time earnings which normally became due and payable during the period of leave, calculated in accordance with clause 25.5 of this award.

## ~~Section 2 – Vehicle Manufacturing Employees~~

### ~~39. Coverage and classifications~~

#### ~~39.1 Coverage under Section 2~~

~~Section 2 will have the coverage set out in clause 3.1(e) or 3.1(f) of clause 3 – Coverage.~~

#### ~~39.2 Classifications~~

- ~~(a) Adult employees, other than employees paid as casuals, apprentices and juniors, and under the supported wage will be entitled to receive the award rate of pay for the relevant classification as set out in this clause~~
- ~~(b) All adult employees (other than apprentices) covered by this Section must be classified according to the structure set out in clause 41.1 and according to the skill levels and duties required to be exercised by the employer 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.~~
- ~~(c) Employers must advise each employee in writing of the classification and of any subsequent changes to their classification.~~

### ~~40. Ordinary hours of work, breaks and rostering~~

#### ~~40.1 Ordinary hours of work – day workers~~

- ~~(a) Subject to clause 40.3 the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.~~

- ~~(b) Ordinary hours of work may be worked on any day Monday to Friday and between 7.00 am and noon on Saturday. In localities where the recognised half holiday is on a day other than Saturday, the day so recognised may be substituted for Saturday for all purposes of this award.~~
- ~~(c) 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 (i.e. 6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned, or, in appropriate circumstances, between the employer and an individual employee.~~
- ~~(d) All work performed outside the spread of hours is to be paid at overtime rates and will be deemed, for the purposes of this subclause, to be part of the ordinary hours of work.~~

#### ~~40.2 Maximum daily ordinary hours~~

~~The ordinary hours of work in this Section will not exceed 10 on any day. In any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement between an employer and the majority of employees.~~

#### ~~40.3 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 40.1(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned.~~
- ~~(b) Matters upon which agreement may be reached include:
  - ~~(i) how the hours of work are to be averaged within a work cycle established in accordance with clauses 40.1 and 40.2;~~
  - ~~(ii) the duration of the work cycle for day workers, provided that such duration will not exceed three months;~~
  - ~~(iii) rosters which specify the starting and finishing times of working hours;~~
  - ~~(iv) a period of notice of a rostered day off which is less than four weeks;~~
  - ~~(v) a substitution of rostered days off;~~
  - ~~(vi) accumulation of rostered days off;~~
  - ~~(vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and~~
  - ~~(viii) any arrangements of ordinary hours which exceed eight hours in a day.~~~~

#### ~~40.4 Rostered days off~~

~~Except as provided in clause 40.5, in cases where, by virtue of arrangement of ordinary working hours an employee is entitled to a day off during the work cycle, such employee~~



will be advised by the employer at least four weeks in advance of the weekday they are to take off. Provided that:

- ~~(a) the parties agree to flexibility in the arrangement and operation of working hours; and~~
  - ~~(b) in any particular section, the rostered day off will be arranged such that they are to be taken on each of the Fridays or Mondays in the work cycle.~~
- ~~In such cases, the rostered day off can, subject to agreement between the parties involved, be taken before the next rostered day off becomes due.~~

~~40.5 Substitute day~~

- ~~(a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.~~
- ~~(b) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.~~

~~40.6 Breaks rest breaks~~

- ~~(a) Where rostered breaks are available such breaks may be staggered for particular work sections within one hour of the break being scheduled.~~
- ~~(b) Crib breaks during work on a Sunday or public holiday are provided in clause 44.1.~~

~~41. Minimum wages~~

~~41.1 Employees will be paid the minimum rate assigned to the wage group as set out in this clause.~~

~~41.2 An adult employee in the classification (wage group level) specified in the table below will be paid the following rates for ordinary hours worked by the employee:~~

<del>Employee classification</del>	<del>Wage group level</del>	<del>Minimum weekly rate</del>	<del>Minimum hourly rate</del>
		<del>\$</del>	<del>\$</del>
<del>Vehicle industry/production employee Level 1</del>	<del>V1</del>	<del>656.90</del>	<del>17.29</del>
<del>Vehicle industry/production employee Level 2</del>	<del>V2</del>	<del>675.90</del>	<del>17.79</del>
<del>Vehicle industry/production employee Level 3</del>	<del>V3</del>	<del>701.80</del>	<del>18.47</del>
<del>Vehicle industry/production employee Level 4</del>	<del>V4</del>	<del>725.90</del>	<del>19.10</del>

**Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016**

<b>Employee classification</b>	<b>Wage group level</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
		<b>\$</b>	<b>\$</b>
<del>Vehicle industry tradesperson—Level I</del>	<del>V5</del>	<del>764.90</del>	<del>20.13</del>
<del>Vehicle industry tradesperson—Level II</del>	<del>V6</del>	<del>788.80</del>	<del>20.76</del>
<del>Vehicle industry tradesperson—Level III</del>	<del>V7</del>	<del>812.80</del>	<del>21.39</del>
<del>Vehicle industry tradesperson—Level IV</del>	<del>V8</del>	<del>836.70</del>	<del>22.02</del>
<del>Vehicle industry tradesperson—Level V</del>	<del>V9</del>	<del>876.90</del>	<del>23.08</del>
<del>Vehicle industry tradesperson—Level VI</del>	<del>V10</del>	<del>894.90</del>	<del>23.55</del>
<del>Vehicle industry engineering associate—Level I</del>	<del>V11</del>	<del>918.80</del>	<del>24.18</del>
<del>Vehicle industry engineering associate—Level II</del>	<del>V12</del>	<del>966.90</del>	<del>25.44</del>
<del>Vehicle industry leading technical officer &amp; Principal engineering trainer/supervisor/co-ordinator</del>	<del>V13</del>	<del>991.00</del>	<del>26.08</del>
<del>Vehicle industry principal technical officer</del>	<del>V14</del>	<del>1,034.30</del>	<del>27.22</del>
<del>Driver classifications</del>			
<del>Vehicle industry driver—Level I</del>	<del>D1</del>	<del>735.50</del>	<del>19.36</del>
<del>Vehicle industry driver—Level II</del>	<del>D2</del>	<del>744.40</del>	<del>19.59</del>
<del>Vehicle industry driver—Level III</del>	<del>D3</del>	<del>753.40</del>	<del>19.83</del>
<del>Vehicle industry driver—Level IV</del>	<del>D4</del>	<del>764.10</del>	<del>20.11</del>

~~41.3—The weekly wage rates for a Trainer/supervisor/co-ordinator Level I and Level II, as defined in Schedule B will be:~~

~~Trainer/supervisor/co-ordinator~~

~~(a) Level I not less than 122% of the highest rate paid to those supervised.~~

~~(b) Level II not less than 115% of the highest rate paid to those supervised.~~

~~41.4 Relationship of classification structure to definitions~~

~~The classification structure listed above will be read in conjunction with the definitions and classifications set out in Schedule B and have regard where relevant to the additional definitions listed in clause H.2 of Schedule H – Definitions.~~

~~41.5 Phasing in of wage rate of employee without relevant work experience~~

~~(a) An employee who possesses the appropriate level of academic qualifications and who is without prior experience in the industry or other relevant work experience will be paid in accordance with the following formula:~~

<del>Qualification</del>	<del>Years of relevant work experience</del>	<del>% of relevant pay rate</del>
<del>National Diploma</del>	<del>0</del>	<del>77% of V10 rate</del>
	<del>1</del>	<del>85% of V10 rate</del>
	<del>2</del>	<del>96% of V10 rate</del>
	<del>3</del>	<del>100% of V10 rate</del>
<del>National Advanced Diploma</del>	<del>0</del>	<del>72% of V12 rate</del>
	<del>1</del>	<del>79% of V12 rate</del>
	<del>2</del>	<del>89% of V12 rate</del>
	<del>3</del>	<del>93% of V12 rate</del>
	<del>4</del>	<del>100% of V12 rate</del>

~~(b) An employee commencing work in technical fields who is without the appropriate qualification for V5 classifications or above (or who is undertaking training in the qualifications prescribed) and who has not met the equivalent standard in accordance with the classification structure but who otherwise meets the requirements of the relevant classification definition will be paid in accordance with the following formula:~~

<del>Years of relevant work experience</del>	<del>% of V6 rate of pay</del>
<del>0</del>	<del>83</del>
<del>1</del>	<del>88</del>
<del>2</del>	<del>95</del>
<del>3</del>	<del>100</del>

~~(c) Employees not elsewhere provided for in this clause will receive the rate prescribed for the Vehicle industry/production Level 1 prescribed in clause 41.2.~~

~~41.6 — Part-time rates~~

~~A part-time employee will be paid the minimum hourly rate prescribed by clause 41.2 for the classification in which the employee is engaged.~~

~~41.7 — Casual rates~~

~~A casual employee employed under this Section and working ordinary hours will be paid at the minimum hourly rate prescribed by the relevant classification in clause 41.2 for the work so performed plus 25% which will be a part of the employee's all-purpose rate.~~

~~41.8 — Apprentice wage rates~~

~~(a) — Minimum wage rates for apprentices other than adult apprentices commencing or continuing an apprenticeship prior to 1 January 2014~~

~~The minimum wages for an apprentice other than an adult apprentice who commenced their apprenticeship prior to 1 January 2014 is as set out in the following table, provided that progression through the stages set out in this table is in accordance with clause 41.8(d).~~

<del>Year of apprenticeship</del>	<del>% of Level V5 rate</del>
<del>Stage 1 or 1st year</del>	<del>42</del>
<del>Stage 2 or 2nd year</del>	<del>55</del>
<del>Stage 3 or 3rd year</del>	<del>75</del>
<del>Stage 4 or 4th year</del>	<del>88</del>

~~(b) Minimum wage rates for apprentices other than adult apprentices commencing an apprenticeship on and from 1 January 2014~~

~~The minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014, other than an adult apprentice, are set out below, provided that progression through the stages set out in this table is in accordance with clause 41.8(d) (Conditions for progression through each stage).~~

<del>Year of apprenticeship</del>	<del>Has not completed year 12</del>	<del>Has completed year 12</del>
	<del>% of Level V5 rate</del>	
<del>Stage 1 or 1st year</del>	<del>50</del>	<del>55</del>
<del>Stage 2 or 2nd year</del>	<del>60</del>	<del>65</del>
<del>Stage 3 or 3rd year</del>	<del>75</del>	<del>75</del>
<del>Stage 4 or 4th year</del>	<del>88</del>	<del>88</del>

~~(c) — An employee who is under 21 years of age at the expiration of their apprenticeship and then works as a junior in the occupation in which they have been apprenticed will be paid not less than the adult rate prescribed by this award for that classification.~~

~~(d) — Apprentice wage rates and progression~~

~~A junior or adult apprentice undertaking a full-time or part-time course can advance through an apprenticeship either by completing each stage of the required competencies in accordance with an agreed training plan entered into by an employer, an employee and the required training provider and consistent with the regulations of the relevant State or Territory Apprenticeship training Authority, or by completing each year of service of an apprenticeship.~~

**41.9 — Higher engineering tradesperson**

~~For the trade of higher engineering tradesperson, the following will apply:~~

- ~~(a) the period of the apprenticeship will be four years or such other period as is approved by an apprenticeship authority on the basis of an approved competency based training program;~~
- ~~(b) apprentices in their first, second and third years are to be paid at a rate equivalent to that applying to an apprentice engineering tradesperson;~~
- ~~(c) apprentice higher engineering tradespersons in their fourth year are to be paid a rate of 88% of the V7 rate;~~
- ~~(d) the classification on completion of apprenticeship will be as a minimum V5. 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 V7 level of work they will be classified at V7; and~~
- ~~(e) the training program for each apprentice is to be consistent with the minimum training requirement for the classification of V7 special class tradesperson and is to have an off-the-job training structure of six core modules, 10 stream modules and 14 elective modules.~~

**41.10 — Adult apprentice wage rates**

- ~~(a) A person employed by an employer under this award in the vehicle industry immediately prior to entering into a training contract as an adult apprentice with that employer, will not suffer a reduction in their rate of pay by virtue of entering into the training contract.~~
- ~~(b) For the purposes only of fixing a rate of pay the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the skill level classification or class of work specified in this clause, in which the adult apprentice was engaged immediately prior to becoming indentured.~~
- ~~**(c) Minimum wage rates for adult apprentices commencing or continuing an apprenticeship prior to 1 January 2014**~~

~~Subject to clauses 41.10(a) and 41.10(b), the minimum rate of pay for an adult apprentice who commenced their apprenticeship prior to 1 January 2014 will be as follows:~~

<del>Year of apprenticeship</del>	<del>Award reference</del>	<del>Total weekly rate payable</del> \$
-----------------------------------	----------------------------	--

<del>Year of apprenticeship</del>	<del>Award reference</del>	<del>Total weekly rate payable \$</del>
<del>Stage 1 or 1st year</del>	<del>National Training Wage Award—Skill Level B exit rate</del>	<del>579.70</del>
<del>Stage 2 or 2nd year</del>	<del>Vehicle industry/production employee Level 1—V1</del>	<del>656.90</del>
<del>Stage 3 or 3rd year</del>	<del>Vehicle industry/production employee Level 2—V2</del>	<del>675.90</del>
<del>Stage 4 or 4th year</del>	<del>Vehicle industry/production employee Level 3—V3</del>	<del>701.80</del>

~~(d) Minimum wages for adult apprentices commencing on apprenticeship on and from 1 January 2014~~

~~The minimum wages for adult apprentices commencing an apprenticeship on and from 1 January 2014 are set out in the following table:~~

<del>Year of apprenticeship</del>	<del>Award reference</del>	<del>Total weekly rate payable \$</del>
<del>Stage 1 or 1st year</del>	<del>80% of Vehicle industry tradesperson—Level 1 (V5)</del>	<del>611.90</del>
<del>Stage 2 or 2nd year</del>	<del>Vehicle industry/production employee Level 1—V1</del>	<del>656.90</del>
<del>Stage 3 or 3rd year</del>	<del>Vehicle industry/production employee Level 2—V2</del>	<del>675.90</del>
<del>Stage 4 or 4th year</del>	<del>Vehicle industry/production employee Level 3—V3</del>	<del>701.80</del>

~~(e) The rates prescribed in clause 41.10 are based on the classification and wage structure specified in clause 41.2 as varied from time to time, except for 1st year/Level 1 as outlined above.~~

~~41.11 Junior wage rates~~

~~(a) The minimum weekly rate for an unapprenticed junior employee will be an amount equal to the following percentage of the minimum weekly rate prescribed by this award for the Vehicle industry/production employee—Level 1 (V1) in clause 41.2.~~

<del>Age</del>	<del>% of Level V1 rate</del>
<del>Under 16 years</del>	<del>35.0</del>
<del>At 16 years</del>	<del>45.0</del>
<del>At 17 years</del>	<del>55.0</del>
<del>At 18 years</del>	<del>65.0</del>
<del>At 19 years</del>	<del>78.5</del>

<del>Age</del>	<del>% of Level V1 rate</del>
<del>At 20 years</del>	<del>95.0</del>

~~(b) Except as provided at clause 7.2, unapprenticed junior workers may be employed in any occupation covered by this award.~~

## ~~42. Expense related allowances~~

~~42.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.~~

### ~~42.2 Travelling, transport and fares~~

~~(a) Where an employee is required to work at a job away from their usual workshop or depot at the direction of the employer and who presents for work at such job at the usual starting time will:~~

~~(i) be paid travelling time for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from home to such workshop or depot and returning); and~~

~~(ii) any fares reasonably incurred in excess of those normally incurred in travelling between home and such workshop or depot.~~

~~(b) An employee who, with the approval of the employer, uses their own means of transport for travelling to or from outside jobs will be paid the amount of excess fares which would have been incurred in using public transport unless there is an arrangement with the employer for a regular allowance.~~

### ~~42.3 Transfers involving change of residence~~

~~(a) An employee:~~

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

~~(ii) sent, other than at the employee's own request, from the usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,~~

~~will be paid travelling time whilst necessarily travelling between such localities and, for a period not exceeding three months, expenses.~~

~~(b) Provided that such expenses will cease after taking up permanent residence or abode at the new location.~~

~~(c) An employee sent from the usual locality to another (in circumstances other than those prescribed above) and required to remain away from the usual place of abode will be paid travelling time whilst necessarily travelling between such localities and expenses whilst so absent from the usual locality.~~

~~(d) The rate of pay for travelling time will be minimum hourly rates except on a Sunday or any public holiday prescribed in this award when it will be **150% of the minimum hourly rate.**~~

- ~~(e) The maximum travelling time to be paid for will be 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all night travel, eight hours out of every 24 hours.~~

#### ~~42.4 Expenses~~

- ~~(a) Expenses for the purpose of clause 42 means all fares reasonably incurred. For boat travel the fares allowed will be first class on coastal boats and on interstate boats where there is no second class as distinct from steerage, and for rail travel second class except where all night travelling is involved when they will be first class with sleeping berth where available.~~
- ~~(b) Reasonable expenses incurred while travelling include \$12.16 for each meal taken.~~

### ~~43. Shiftwork and rates~~

#### ~~43.1 Ordinary hours of work – continuous work shifts~~

- ~~(a) For the purposes of clause 43.1 and clause 43.3, **continuous work** means work carried out on consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks (if any).~~
- ~~(b) An employee working on continuous work shifts will work up to six 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 43.1(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 eight 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 change over 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.~~



~~43.2 Ordinary hours of work other than continuous work shifts~~

- ~~(a) This clause applies to shiftworkers not on continuous work as defined in clause 43.1(a).~~
- ~~(b) Subject to clause 40.3, 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 five 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 eight 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.~~~~

~~43.3 Penalty rates for shiftworkers~~

- ~~(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) The shift premiums in clause 43.3(b) are only payable to an employee who works an afternoon or night shift (other than a continuous work shift) that:
 
  - ~~(i) does not continue for five successive working afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop or for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 43.1(e) and 43.1(e)(iv); or~~
  - ~~(ii) which has been in operation for five successive afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop will be paid the following amounts:~~~~

<del>Shift (non-continuous)</del>	<del>% of minimum hourly rate</del>
<del>Night shift only</del>	<del>130%</del>
<del>Alternating night and afternoon shifts</del>	<del>118%</del>

<b>Shift (non-continuous)</b>	<b>% of minimum hourly rate</b>
<del>Alternating day and night shifts—rate for the night shift</del>	<del>112.5%</del>
<del>Afternoon shift only</del>	<del>118%</del>
<del>Alternating day and afternoon shifts—rate for the afternoon shift</del>	<del>112.5%</del>
<del>Alternating day, afternoon and night shifts—rate for the afternoon and night shift</del>	<del>112.5%</del>

- ~~(c) The extra rates prescribed above will be payable only when shifts are changed once in every three weeks or shift cycle agreed pursuant to clause 43.1(c) or clause 43.2(e), 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 43.3(b)(ii) and 43.3(d).~~

#### ~~43.4—Payments stand alone~~

~~Payments prescribed by clause 43.3 will stand alone and will not be included for any other purposes of this award.~~

### ~~44.—Sundays and public holidays~~

#### ~~44.1—Crib break~~

- ~~(a) An employee working on a Sunday or a public holiday for more than nine and a half hours will at the end of eight 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 eight hours will be allowed a crib break of 20 minutes without deduction of pay after each four hours worked beyond eight hours providing the employee continues work after such crib break.~~
- ~~(c) An employer and employee may agree to a variation of this subclause 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.~~

#### ~~44.2—Minimum break between shifts~~

~~An employee (other than a casual employee) not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work will, on being relieved from duty, be entitled to be absent until the employee has~~

~~had 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.~~

~~**44.3 — Payments to stand alone**~~

~~Payments prescribed by clause 44 will stand alone and will not be included for any other purposes of this award.~~

~~**44.4 — Sunday work**~~

~~(a) — Where an employee works 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.**~~

~~**44.5 — Public holiday work**~~

~~(a) — An employee who works 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 44.5(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 44.5(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 44.5(c) and 44.5(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.~~

~~(f) — For the purpose of this clause 44.5 **public holiday** means a day provided for in clause 25 — Public holidays.~~

~~44.6 — Minimum payment — maintenance employees~~

- ~~(a) — An employee, other than one on shiftwork, or other than one engaged in maintaining the continuity of electric light or power, required to work on a public holiday will be paid for a minimum of four hours work at the appropriate rate.~~
- ~~(b) — An employee required to work on a public holiday in connection with the maintenance of the continuity of electric light or power will be paid for a minimum of one hour at the appropriate rate in addition to the time reasonably occupied in getting to and from work which will be counted as time worked except where the work occupies more than two hours. This subclause will not apply in cases where by mutual consent it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, nor where such work is continuous with overtime commenced on the previous day.~~

~~45. — Security staff — Special conditions~~

~~45.1 — Application~~

~~Clause 45 — Security staff — Special conditions will apply instead of the rates prescribed in the following clauses:~~

- ~~(a) — Shiftwork (clause 43.3);~~
- ~~(b) — Sunday and public holiday work (clause 44);~~
- ~~(c) — penalty rates for Sunday work (clause 44.4);~~
- ~~(d) — penalty rates for public holiday work (clause 44.5); and~~
- ~~(e) — higher duties (clause 32.5).~~

~~45.2 — Shiftwork rates~~

- ~~(a) — Except as provided in clauses 45.2(b) and (c), security staff whilst on afternoon or night shift as defined in clause 43.3 will be paid at the rate of **115% of the minimum hourly rate**.~~
- ~~(b) — Except as provided in clauses 45.2(a) and (c), security staff employed on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop will be paid at the rate of **150% of the minimum hourly rate**.~~
- ~~(c) — Except as provided in clauses 45.2(a) and (b), security staff engaged on shiftwork who:
  - ~~(i) — during a period of engagement on shift, work night shift only;~~
  - ~~(ii) — remain on night shift for a longer period of four consecutive weeks; or~~
  - ~~(iii) — work 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 the working time off night shift in each shift cycle,~~~~

~~will be paid, for all time worked during ordinary hours in each such night shift during such engagement period or cycle, at the rate **130% of the minimum hourly rate.**~~

#### ~~45.3 — Saturday and Sunday work~~

~~The following rates will be paid to security staff in respect of work done by them on a shift the major part of which falls on a Saturday or Sunday:~~

~~(a) — Saturday shift — **150% of the minimum hourly rate;** and~~

~~(b) — Sunday shift — **175% of the minimum hourly rate** for the first eight hours and **200% of the minimum hourly rate** thereafter.~~

~~The rates prescribed in clause 45.3(a) and (b) will be in substitution for and not in addition to the rates prescribed in clause 45.2 — Shiftwork rates.~~

### ~~Section 3 — Drafting, Planning and Technical Employees~~

#### ~~46. — Coverage of Section 3~~

~~Section 3 will have the coverage set out in clause 3.1(e) or 3.1(f) of clause 3 — Coverage in respect to employees engaged in the technical field according to the following definitions.~~

#### ~~46.1 — Definitions~~

~~(a) — **Technical field** means:~~

~~(i) — production planning, including scheduling, work study and estimating materials, handling systems and like work.~~

~~(ii) — technical 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.~~

~~(iii) — design and drafting and like work.~~

~~(b) — **Or equivalent** means:~~

~~(i) — any training which a registered provider (e.g. TAFE), or by a State Recognition authority which has been recognised as equivalent to an accredited course for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or~~

~~(ii) — where competencies meet the requirements as agreed by the parties for the level.~~

~~(c) — **Work within the scope of this level** means for an employee who does not hold a qualification listed as a minimum training requirement, the employee will apply skills within the enterprise selected in accordance with the competencies agreed by the parties for this level.~~

~~(d) — **Engineering associate** is a generic term which includes engineering associates; technical officers in a wide range of disciplines including~~

~~laboratories and quality assurance; drafting officers, planners and other para-professionals;~~

~~(e) **Engineering streams** means the electrical/electronic; fabrication; and mechanical engineers stream. The streams are defined as:~~

~~(i) **electrical/electronic stream** including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, e.g. electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing;~~

~~(ii) **mechanical stream** including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment, e.g. Computer Numeric Controlled machine tools; or~~

~~(iii) **fabrication stream** including fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.~~

~~Subject to the exemptions and exceptions prescribed in clause 46.2 of this Section, this Section applies to all employees who are engaged in any of the classifications, occupations, industry or calling specified in this award in Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades and Post-trades.~~

#### ~~46.2 Exemptions from this Section~~

~~Persons mainly engaged in the supervision of employees where such employees are outside the coverage of this award.~~

#### ~~46.3 Relationship with Section 2~~

~~The provisions of Section 2 do not apply to employees covered by Section 3, except where specified otherwise in Section 3.~~

### ~~47. Hours of work and rostering~~

~~47.1 The following provisions apply to employees covered by Section 3:~~

~~(a) clause 11—Breaks;~~

~~(b) clause 21—Overtime;~~

~~(c) clause 40—Ordinary hours of work, breaks and rostering;~~

~~(d) clause 40.6—Breaks—rest breaks;~~

~~(e) clause 43—Shiftwork and rates; and~~

~~(f) clause 44—Sundays and public holidays;~~

## ~~48. Breaks~~

### ~~48.1 Meal breaks~~

~~In respect of employees covered under Section 3, the meal break 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.~~

### ~~48.2 Morning and afternoon tea~~

- ~~(a) Employees are entitled to a 10 minute morning tea rest period at a time fixed by the employer.~~
- ~~(b) Employees will be permitted without ceasing work to partake of refreshment in the afternoon. Employees are permitted to partake of a refreshment in the afternoon without interrupting work.~~

## ~~49. Minimum wages and related matters~~

### ~~49.1 Casual employment~~

- ~~(a) Clause 41.7 of Section 2 applies to employees covered by Section 3 except that casual employees under Section 3 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.~~
- ~~(b) 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.~~

### ~~49.2 Wages, classifications and related matters~~

~~The following provisions of this award apply to employees covered under Section 3:~~

- ~~(a) clause 12.2 – Calculation of hourly rates~~
- ~~(b) clause 16.5 – First aid allowance;~~
- ~~(c) clause 17.2 – Meal allowance~~
- ~~(d) clause 19 – Superannuation~~
- ~~(e) clause 41.2 – Minimum wage rates table;~~
- ~~(f) clause 41.6 – Part time rates;~~
- ~~(g) clause 41.7 – Casual rates;~~
- ~~(h) clause 42.2 – Travelling, transport and fares;~~
- ~~(i) clause 42.3 – Transfers involving change of residence;~~
- ~~(j) clause 42.4 – Expenses;~~

~~(k) Schedule B – Vehicle Manufacturing Employees – Skill Level Definitions – Trades, Non-trades and Post-trades;~~

~~(l) Schedule D – Supported Wage System;~~

~~(m) clause H.2 – Additional definitions – non trades, trades and post-trades.~~

#### ~~49.3 – Classifications – notification of classification~~

~~(a) The employer will advise an employee of their classification within two weeks of being engaged under Section 3 or being promoted to a position within the scope of Section 3.~~

~~(b) A person may acquire a relevant qualification for employment:~~

~~(i) whilst already employed and appropriately classified under this award, as provided in clauses 39 – Coverage and classifications and 41.1 to 41.5; or~~

~~(ii) prior to being employed and appropriately classified under this award, as provided in clauses 39 – Coverage and classifications and 41.1 to 41.5:~~

~~as a trainee, as set out in clause 49.7;~~

~~as a trainee under the National Training Wage as set out in Schedule F; or~~

~~as a cadet, as provided for in clause 49.9.~~

#### ~~49.4 – Phasing in of wages for employees without relevant work experience~~

~~(a) The provisions below apply in addition to clause 41.2 of Section 2.~~

~~(b) An employee commencing work in technical fields who is without the appropriate qualification for V5 classifications or above (or who is undertaking training in the qualifications prescribed) and who has not met the equivalent standard in accordance with clause 41.2 of the award but who otherwise meets the requirements of the relevant classification definition will be paid in accordance with the following table:~~

<del>Years of relevant work experience</del>	<del>% of V6 rate</del>
<del>0</del>	<del>83</del>
<del>1</del>	<del>88</del>
<del>2</del>	<del>95</del>
<del>3</del>	<del>100</del>

#### ~~49.5 – Lower grade and higher grade duty~~

~~(a) An employee who is called upon to perform work of a lower grade than that in which they are normally engaged, will suffer no reduction of salary on that account.~~

~~(b) An employee who is called upon to perform work of a higher grade than that in which they are normally engaged, will be paid for the time so employed at the~~



~~rate of the first year of the grading of the employee whose duties they are performing.~~

~~49.6—Trainees~~

~~(a)—Definition~~

~~A trainee is an employee of less than 21 years of age who is undergoing, and proves to the satisfaction of the employer when requested that they are continuing, a certificate course appropriate to their work prescribed by the appropriate education department in each State or Territory or any at least equivalent course.~~

~~(b)—Rates of pay~~

~~Trainees will receive, as minimum rates of pay, the following percentages of the minimum weekly rate for classification V6 level in the area where employed, as prescribed in clause 41.2 of Section 2:~~

<del>Years of age</del>	<del>% of V6 rate</del>
<del>17 years and under</del>	<del>52.5</del>
<del>18 years of age</del>	<del>62.6</del>
<del>19 years of age</del>	<del>75.7</del>
<del>20 years of age</del>	<del>88.8</del>

~~(c)—Payment of fees~~

~~(i)—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.~~

~~(ii)—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.~~

~~(iii)—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.~~

~~(d)—Daytime schooling~~

~~Trainees will be allowed reasonable time (not exceeding an average of eight hours per week during a school term) for the purpose of attending classes in connection with the appropriate certificate course on the same basis as apprentices in the establishment are allowed time off for day time schooling.~~

**49.7 — Junior tracers**

<b>Years of age</b>	<b>% of V3 rate</b>
16 years and under	54
17 years	59
18 years	67
19 years	76
20 years	83

**49.8 — Cadets**

A ~~cadet~~ is a person without prior experience in the metal and engineering industry or other relevant experience who is employed under a contract of training with an employer to complete the training qualification for the V12 classification that is an associate diploma or equivalent. The cadet must have achieved 50% of the modules required for the qualification as a full-time or part-time student.

**(a) — Minimum weekly rate**

A cadet is entitled to be paid as follows:

<b>Year of training</b>	<b>% of V12 rate</b>
1st year of contract of training	40
2nd year of contract of training	55
3rd year of contract of training	70

~~(b) — The cadet is not entitled to be classified at V12 and paid 100% of the V12 rate, notwithstanding the fact that the qualification may have been obtained, until the three year program is completed and the requirements of the V12 classification definition are met.~~

**50. — Allowances**

Employers must pay to an employee the allowances and special rates the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

**50.1 — Wage related allowance — application of technical computing equipment**

~~(a) — An allowance of \$39.55 per week is payable to an employee who is required to use technical computing equipment to perform work of a complex nature.~~

~~(b) — Work of a complex nature includes:~~

- ~~(i) — the application of new concepts in their field of work, including the use of three dimensional projections;~~
- ~~(ii) — the development of specialised programs for technical computing applications;~~
- ~~(iii) — system development, including the evaluation of existing and alternative systems ancillary software and/or hardware; or~~

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

~~(e) **Technical computing equipment** is defined as computer hardware, (including personal computers, micro computers, mini computers or mainframe computers) using software and/or engineering applications (including design, engineering, planning or data base programs) which are used for drafting, planning, quality control, machine programming, NC programming and engineering analysis.~~

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

## ~~50.2 Expense related allowances~~

### ~~(a) Overtime meal allowance~~

~~(i) An allowance \$12.16 per meal is payable to an employee on each occasion that the employee is entitled to a crib break in accordance with clause 11.3 when working overtime.~~

~~(ii) The allowance is not payable where the employee is provided with an adequate meal or where the employer has cooking and dining facilities.~~

~~(iii) This rate also applies for the purpose of meal allowances on public holidays in accordance with clause 17.2.~~

### ~~(b) Clothing and equipment~~

~~(i) 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 will be liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.~~

~~(ii) An employee will not be required to provide more than the following items of equipment compasses two set squares, protractor, a 30 centimetre scale and a slide rule.~~

~~(iii) Where an employee is required to work in abnormal conditions as to temperature, height, dirt, oil, wetness, danger, and the like, such reasonable precautions must be taken by the employer as may be necessary to facilitate the employee carrying out their duties with a maximum of safety and the employer will reimburse the employee for the cost of purchasing the special clothing that is required for the abnormal conditions. The provisions of this clause do not apply where the special clothing required for the abnormal conditions is paid for by the employer.~~

### ~~(c) Travelling expenses~~

~~(i) This clause applies in addition to clause 42.2.~~

~~(ii) If an employee is directed to work at a place other than their usual place of employment and the means of transport by which the employee is~~

~~directed to travel offers travellers' accommodation of more than one class, the fares which will be payable under this clause will be such as to enable the employee to travel first class.~~

~~(iii) An employee, should they so desire it, will be reimbursed by the employer to the extent of a first class return fare to their usual place of residence in respect of their normal place of employment after each period of four weeks on distant work (as defined) unless such work is inherent in the normal work of the establishment in which the employee is employed.~~

~~(iv) Distant work means work which makes it necessary for an employee to sleep at a place other than their usual place of residence in respect of the employee's usual place of employment.~~

~~(v) Air travel will be either first or economy class, to be determined in accordance with the usual policy for company personnel including management. In the case of economy air travel, an allowance of \$10.88 will be paid for each meal period that occurs during the duration of the travel, provided that the employee did not receive a meal in flight for each period concerned.~~

## ~~51. Penalty rates~~

### ~~51.1 Sunday work~~

~~Penalty rates for Sunday work set out in clause 44 will apply with the following amendments:~~

- ~~(a) a four hour minimum payment applies to employees covered under this Section; and~~
- ~~(b) by mutual agreement between the employer and the employee concerned, one day may be given for each public holiday worked and the day worked will be paid at normal rates instead of the penalty rates for public holidays specified in clause 44.5.~~

### ~~51.2 Public holiday work~~

~~Penalty rates for public holiday work set out in clause 44.5 will apply with the following amendments:~~

- ~~(a) a four hour minimum payment applies to employees covered under this Section; and~~
- ~~(b) by mutual agreement between the employer and the employee concerned, one day may be given for each public holiday worked and the day worked will be paid at ordinary rates instead of the penalty rates for public holidays specified in clause 44.5.~~

~~51.3 — Transport of employees on Sundays and public holidays~~

~~The provisions of clause 21.10 will also apply to work on Sundays and public holidays for employees covered by this 21.10, except for continuous shiftworkers.~~

~~52. — Annual leave — deferment of annual leave~~

~~An employee and employer may agree to defer payment of the annual leave loading in respect of annual leave taken in single days, until at least five consecutive annual leave days are taken.~~

~~Section 4 — Supervisory Employees~~

~~53. — Coverage under Section 4~~

~~(a) — Section 4 will have the coverage set out in clause 3.1(e) or 3.1(f) of clause 3 — Coverage.~~

~~(b) — Section 4 applies to all employees employed by employers bound by Section 4 within the coverage specified in clause 53.2 in the Supervisor/trainer/co-ordinator field as defined in clauses 53.2(a) and (b) but not (c).~~

~~53.2 — Supervisor/trainer/co-ordinator field includes employees who are:~~

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

~~(b) — responsible for supervision and/or training of other supervisors or trainers; or~~

~~(c) — responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.~~

~~53.3 — Relationship with other provisions in the award~~

~~(a) — Parts 1 and 2 of this award apply to Section 4.~~

~~(b) — Other than the provisions of clauses 18.5 and 50.2(b)(i) the remaining provisions within this award do not apply to Section 4.~~

~~53.4 — Contract of employment~~

~~(a) — The employer will in writing advise an employee covered by this part whether the contract of employment is on a weekly, fortnightly, bi-monthly or monthly basis and the period as advised will resume as the frequency for payment of wages and the period of notice or payment instead of notice required to terminate the contract of employment.~~

~~(b) — Nothing in this section will detract from an employer's right to dismiss any employee without notice for neglect of duty or misconduct.~~

**53.5 — Conditions of employment**

- ~~(a) — The conditions of employment to apply to employees covered by this Section will not be less favourable than those prescribed under the award.~~
- ~~(b) — However, where it has been the custom to do so and the employer and employee agree, time off with pay may be taken instead of payment for overtime work, shiftwork or work on Sundays or public holidays.~~
- ~~(c) — Within one month of commencement of employment as a Trainer/supervisor/co-ordinator Level 1 or 2 under this section, the employer will provide to an employee, details of classification, details of total remuneration and whether or not and over what period of time it includes any element compensating the employee in whole or in part for overtime work, shiftwork, or Sundays or public holidays.~~
- ~~(d) — Further upon request the employer will advise an employee of other details of the conditions of employment applicable to the employee.~~

**53.6 — Wages, classification and related matters**

- ~~(a) — The following provisions of the award apply to employees covered under Section 4:
  - ~~(i) — clause 12.2 — Calculation of hourly rates~~
  - ~~(ii) — clause 13 — Payment of wages;~~
  - ~~(iii) — clause 19 — Superannuation;~~
  - ~~(iv) — Clause 46.1 — Definitions of engineering streams and technical field;~~
  - ~~(v) — Clause 41.2 — Minimum wage rates table;~~
  - ~~(vi) — Clause 41.6 — Part time rates;~~
  - ~~(vii) — Clause 41.7 — Casual rates;~~
  - ~~(iix) — Schedule B — Vehicle Manufacturing Employees — Skill Level Definitions — Trades, Non-trades and Post-trades; and~~
  - ~~(ix) — Clause H.2 — Additional definitions — non-trades, trades and post-trades.~~~~
- ~~(b) — A Trainer/supervisor/co-ordinator Level 1 will be paid not less than 122% of the rate paid (excluding leading hand allowances) to the highest technically qualified employee supervised or trained as calculated in accordance with clause 53.8 for 38 ordinary hours of work including over award payments actually received. Provided that where the calculation is less than \$796.20 then the minimum weekly rate will be \$796.20. The minimum hourly rate to be paid will be \$20.95.~~
- ~~(c) — A Trainer/supervisor/co-ordinator Level 2 will be paid not less than 115% of the highest rate paid to persons supervised or trained as calculated in accordance with clause 53.8 below for 38 ordinary hours of work including over award payments actually received. Provided that where the calculation is less than \$860.90 then the minimum weekly rate will be \$860.90. The minimum hourly rate to be paid will be \$22.66.~~

~~53.7 — Method of calculation~~

- ~~(a) For the purpose of calculating the rates in clauses 53.7(b) and (c) above wages will be calculated each quarter on the basis of the average actually received by the adult employees during each of the weeks that 38 hours were worked during the previous quarter.~~
- ~~(b) The wage rates will be recalculated on 1 November, 1 February, 1 May, 1 August each year or over some other consistent pattern each quarter which will not disadvantage the employees concerned. The new wage rates so determined will operate from the beginning of the first pay to commence on or after the date the recalculation is to be made.~~
- ~~(c) For the purpose of calculating the rates in clauses 53.7(b) and (c) above, overtime payments and all allowances, loadings and penalty payments provided for under Section 2 will be excluded.~~
- ~~(d) An employee covered under Section 4 may check the relevant payroll record(s), should they wish to, to ensure that the wage rate has been correctly calculated.~~

## **Schedule A—Vehicle Industry RS&R—Skill Level Definitions**

### **A.1 Vehicle industry RS&R—employee—Level 1 R1 (entry)**

An employee at Level 1 is an employee who has undertaken little or no formal or informal training. A Level 1 employee may be undertaking up to 38 hours of induction training. The induction training may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level would acquire/possess skills relevant to the performance of routine duties essentially of a manual nature and to the level of their training:

- performs general labouring and/or cleaning duties;
- has basic numeracy skills;
- exercises minimal judgment;
- works to defined procedures and under direct supervision; and
- may be undertaking structured training so as to enable the employee to progress to a higher level.

#### **Classifications contained within Level 1 R1**

- Car cleaner/washer
- Workshop cleaner
- Car polisher—by hand
- Detailer—other
- Driveway attendant
- Office cleaner
- Parking attendant
- Process worker
- Tradesperson's assistant (see also Level 2)
- Employee not elsewhere prescribed

### **A.2 Vehicle industry RS&R—employee—Level 2 R2**

An employee at Level 2 is an employee who has completed up to three months structured training to enable an employee to attain/possess job skills relevant to tasks performed at this level and to the level of their training:

- works under direct supervision either individually or in a team environment;
- has some oral and written communication skills;



- can distinguish where a minor fault/error is made and undertake basic quality control of own work;
- is responsible for the quality of own work subject to routine supervision;
- has some input to job planning;
- can work from simple instructions;
- has some basic customer service skills;
- performs basic maintenance tasks;
- has basic knowledge of the range of services offered by the business;
- has simple numerical equipment skills; and
- may use selected hand tools.

#### **Classifications contained within Level 2 R2**

- Battery repairer
- Brake servicer—first six months
- Driver of courtesy car or vehicle in relation to sales or sales promotion or in the course of registration, collection from or delivery to customer—vehicles up to and including maker’s capacity of three tonnes
- Exhaust repairers—first six months
- Grinder and/or buffer metal—using a portable machine
- Lubritorium attendant
- Operator on warming mill
- Operator detreading, buffing, gouging, etc.
- Roadhouse attendant, when required to cook take away meals only
- Spring service worker
- Tradesperson’s assistant (see also Level I)
- Tyre fitter

### **A.3 Vehicle industry RS&R—employee—Level 3 R3**

An employee at this level has completed eight modules of a nationally accredited RS&R Certificate or equivalent training and uses skills above that of an employee at Level R2.

A Level R3 employee would be expected to have the job skills relevant to the tasks performed and would work with only general supervision of daily duties and to the level of their training:

- where appropriate use a variety of power and hand tools and/or other equipment necessary to carry out the relevant tasks;

- possesses good oral and/or written communication skills;
- is responsible for quality of own work subject to routine supervision;
- plans own work in consultation with supervisor;
- requires only general job instruction;
- possesses customer service skills;
- performs basic maintenance tasks;
- acquires multiple manual skills;
- may use various materials handling equipment;
- has fault finding skills;
- maintains simple numerical records from computer equipment;
- can assist with on-the-job instruction in conjunction with general supervision;
- uses some basic negotiation skills in service areas;
- basic inventory controls; and
- receiving, despatching, distributing, sorting, checking, packing, (other than repetitive packing in a standard container or containers in which such goods are customarily sold), documenting and recording of goods, materials and components.

**Classifications contained within Level 3 R3**

- Assembler—accessories
- Assembler—body shop
- Detailer (as defined)
- Machinist (metal)—2nd class
- Operator in charge of extruder
- Operator mainly engaged examining tyres prior to repairing, retreading, recapping or lugging
- Operator repairing and/or building up and/or retreading and/or recapping used in:
  - aeroplane tyres (for re-use on aeroplanes); and
  - tyres other than as referred to above
- Operator relugging earth mover and/or grader and/or tractor tyres by hand
- Operator engaged in moulding or curing of retreaded, rebuilt, recapped or relugged tyres in:
  - unit heaters
  - autoclaves

- Painter—brush and/or spray on mechanical chassis components
- Paint shop assistant
- Polisher/cutter using buff or wet and dry rubber
- Service receptionist—not being a tradesperson
- Steam cleaner and/or proof coater
- Storeperson—first 12 months
- Wheel aligner—not being a tradesperson but having up to six months experience
- Wheel builder and/or repairer—not being a tradesperson—first six months' experience
- Wrecker—automotive

#### **A.4 Vehicle industry RS&R—employee—Level 4 R4**

An employee at this level performs work above and beyond the skills of an employee at Level R3 and would normally have completed 16 modules of a nationally accredited RS&R Certificate or equivalent training.

A retail employee will be qualified to perform work within the duties and functions of an automotive parts salesperson other; motor vehicle and/or agricultural vehicle salesperson with less than six months' experience; salesperson other; and a console operator.

An employee required to work to the level of their training:

- works under general supervision, either individually or in a team environment;
- exercises discretion within their level of skills and training;
- understands and is responsible for quality of own work;
- possesses competent communications and written skills;
- intermediate key board skills;
- licensed and certified for lift driving;
- customer relation skills;
- inventory and store control including: licensed operation of all appropriate materials handling equipment; use of tools and equipment within the scope (basic non-trades maintenance); computer operation at a higher level than that of a Level 3 employee;
- assists in the provision of on-the-job training in conjunction with supervisor or trainer;
- possesses sales skills appropriate to this level;
- has cash register and console operation skills; and

- where applicable computer operation at a higher level than that of a Level R3 employee.

#### **Classifications contained within Level 4 R4**

- Bodymaker—2nd class
- Brake servicer—after six months' experience
- Console Operator
- Driver of courtesy car or vehicle in relation to sales or sales promotion or in the course of registration, collection from or delivery to customer—vehicle with maker's capacity over 3 tonnes
- Exhaust repairer—after six months
- Motorcycle assembler
- Roadhouse attendant if engaged primarily to cook other than take away foods
- Radiator repairer—other
- Wheel aligner—other than a tradesperson, after six months
- Wheel builder, repairer—after six months
- Automotive parts salesperson—other
- Motor vehicle and/or agricultural vehicle salesperson—less than six months' experience
- Salesperson—other
- Storeperson—more than 12 months' experience
- Driveway attendant operating a console
- Storeperson and packer
- Windscreen fitter and/or repairer

#### **A.5 Vehicle industry RS&R—employee—Level 5 R5**

A repair and service employee at this level performs work above and beyond the skills of an employee at Level R4 and would have 20 modules of a nationally accredited RS&R Certificate or equivalent training. A Level R5 employee is required to work to the level of their training.

A retail employee at this level will be qualified to perform work of an experienced automotive spare parts salesperson:

- requires minimum supervision;
- possesses technical job skills within the level of their training;
- works from detailed instructions and procedures;

- co-ordinates work in a team environment or works individually under limited supervision;
- exercises discretion within their level of skills and training;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers;
- may prepare reports and interpret written information relevant to tasks performed;
- understands and is responsible for quality of own work;
- possesses competent communications and written skills;
- possesses technical job skills within their level of training;
- possesses customer contact skills to perform tasks at this level;
- undertakes specialist troubleshooting, problem solving and maintenance skills at this level;
- has multiple manual skills;
- can use relevant tools and equipment;
- can operate numerical/computer equipment supplied in sales, distribution, repair, servicing and relevant to tasks at this level; and
- has adequate negotiating skills in sales and services to perform tasks at this level.

**Classifications contained within Level 5 R5**

- Automotive parts salesperson—experienced
- Automotive servicer or checker
- Radiator repairer—1st class

**A.6 Vehicle industry RS&R—tradesperson or equivalent Level I R6**

An employee at this level is an employee who holds a Trade Certificate, Tradesperson's Rights Certificate or equivalent, nationally accredited training achieved through Australian apprenticeship arrangements as prescribed by the National Quality Council in the Australian Qualifications Framework Qualifications Issuance Policy.

An employee at this level performs work above and beyond the skills of an employee at Level R5 and to the level of their training:

- assists in the provision of on-the-job training in conjunction with supervisors/trainers;
- works under limited supervision either individually or in a team environment;
- plans the work of others and solves the work planning problems;
- is responsible for the quality of their own work;

- exercises discretion within the scope of tasks performed at this level;
- possesses good communication skills;
- has keyboard skills relevant to the tasks performed at this level;
- understands and applies quality control techniques; and
- is able to inspect products and/or materials for conformity with established operational standards.

**Classifications contained with Level I R6**

- Automotive electrician
- Automotive engine reconditioner
- Automotive parts interpreter
- Bodymaker—1st class
- Brake mechanic
- Electroplater—1st class
- Fitter and/or turner
- Instrument mechanic—automotive
- Machinist (metal)—1st class
- Motorcycle or motor scooter mechanic
- Motor mechanic
- Painter
- Panel beater
- Signwriter
- Trimmer
- Motor Vehicle and/or agricultural vehicle salesperson—more than six months experience.
- Welder
- Wheel aligner
- Wheel builder and/or repairer

**A.7 Vehicle Industry RS&R—tradesperson or equivalent Level II R7**

An employee at this level is an employee who holds a Trade Certificate, Tradesperson's Rights Certificate or equivalent, nationally accredited training at the Certificate III qualification (Level R6 at B.6) achieved through Australian apprenticeships arrangements as prescribed by the National Quality Council in the Australian Qualifications Framework Qualifications Issuance Policy.

In addition, the employee will hold a Certificate IV (AQF Level 4) automotive qualification from the National Automotive, Retail, Service and Repair Training Package qualifications:

- Automotive Mechanical Diagnosis
- Automotive Mechanical Overhauling
- Automotive Body Repair Technology
- Automotive Electrical Technology
- Automotive Motorsport Technology
- Automotive Performance Enhancement

An employee at this level is required by the employer, as the principal function of employment as determined by the employer, to perform technical duties above and beyond the skills of an employee at R6 to the level of their training, and will possess high level technical and theoretical knowledge and concepts of motor vehicle technology with in-depth knowledge and skill in some areas.

Typical tasks include but are not limited to:

- diagnosing and evaluating multiple complex vehicle faults;
- undertaking vehicle repair and fault finding actions to a defined standard;
- understanding, interpreting and communicating technical data;
- high level communications skills that enable effective communication across the business and externally;
- responsibility for own outputs and that of others where advice and direction is provided;
- assistance with coordinating work flows and resources allocations within a team environment;
- assistance in the mentoring of technical skills to service centre staff and apprentices; and
- providing a lead role in workforce training development.

**Classifications contained within Level II R7**

- Master Technician
- Automotive Technical Advisor
- Performance Technical Advisor
- Automotive Workshop Technical Advisor
- Automotive Master Diagnostic Technician
- Workshop Technical Advisor for Panel and Paint

~~Schedule B – Vehicle Manufacturing Employees – Skill Level Definitions –  
Trades, Non-trades and Post-trades~~

~~B.1 – V1 – Vehicle industry/production employee Level 1~~

~~B.1.1 – 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, occupational health and safety, equal employment opportunity and quality control/assurance.~~

~~B.1.2 – 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.~~

~~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 three 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.2 V2 Vehicle industry/production employee Level 2~~

~~B.2.1 A Vehicle industry/production employee Level 2 is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.~~

~~B.2.2 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.2.3 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.~~

### ~~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 clause Schedule G~~
- ~~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.3 V3 Vehicle industry/production employee Level 3~~

~~B.3.1 A Vehicle industry/production employee Level 3 is an employee who has completed 12 skill units and four knowledge units towards the vehicle industry certificate, or nationally accredited equivalent training so as to enable the employee to perform work within the scope of this level.~~

~~B.3.2 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.3.3 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.4 V4 Vehicle industry/production employee Level 4~~

~~B.4.1 A Vehicle industry/production employee Level V4 is an employee who has completed 16 skill units and 14 knowledge units towards the vehicle industry certificate, or equivalent nationally accredited training so as to enable the employee to perform work within the scope of this level.~~

~~B.4.2 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.4.3 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 eight 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.~~

#### ~~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 eight 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.5 – V5 – Vehicle industry tradesperson – Level 1 & Production systems employee – Level 5**~~

~~**B.5.1 – 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 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.5.2 Vehicle industry production systems employee – Level 5~~

- ~~(a) A Vehicle industry production systems employee – Level 5 is an employee who, while still being primarily engaged in vehicle industry/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise.~~
- ~~(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.~~

**Classifications at Level V5:**

- ~~Automotive electrician~~
- ~~Bodymaker 1st class~~
- ~~Boilermaker~~
- ~~Cabinet maker~~
- ~~Carpenter~~
- ~~Die setter when working on try outs~~
- ~~Electrical fitter~~
- ~~Electrician special class~~
- ~~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.6 V6 Vehicle industry tradesperson Level II & Vehicle industry/technician Level I~~

### ~~B.6.1 Vehicle industry tradesperson Level II~~

- ~~(a) A Vehicle industry tradesperson Level II is a tradesperson who has completed the following training requirements:
  - ~~(i) three appropriate modules in addition to the training requirements of the Level V5;~~
  - ~~(ii) three appropriate modules towards a National Diploma;~~
  - ~~(iii) three appropriate modules towards a National Advanced Diploma;~~
  - ~~(iv) equivalent; or~~
  - ~~(v) a nominal 120 hours training towards the above qualification.~~~~
- ~~(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.6.2 Vehicle industry/technician Level I~~

- ~~(a) An employee who has the equivalent level of training of a Level V6 tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. 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.~~

~~(b) At this level the employee is engaged on routine tasks in the technical fields.~~

## ~~B.7 V7 Vehicle industry tradesperson Level III & Vehicle industry/technician Level II~~

### ~~B.7.1 Vehicle industry tradesperson Level III – special class~~

~~(a) A Vehicle industry tradesperson Level III means a special class engineering tradesperson or higher engineering tradesperson who has completed the following training requirement:~~

~~(i) six appropriate modules in addition to the training requirements of the Level V5;~~

~~(ii) six appropriate modules towards a National Diploma;~~

~~(iii) six appropriate modules towards a National Advanced Diploma;~~

~~(iv) a higher engineering tradesperson apprenticeship;~~

~~(v) equivalent; or~~

~~(vi) a nominal 240 hours training towards the above qualification.~~

~~(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 means an employee who has equivalent level of training to a V7 tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. 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.~~
- ~~(ii) 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.8 V8 Vehicle industry tradesperson – Level IV & Vehicle industry technician – Level III~~

~~B.8.1 Vehicle industry tradesperson Level IV – special class~~

- ~~(a) A Vehicle industry tradesperson Level IV means a special class tradesperson who has completed the following training requirement:
  - ~~(i) three appropriate modules in addition to the requirements of the Level V7;~~
  - ~~(ii) nine appropriate modules towards a National Diploma;~~
  - ~~(iii) nine appropriate modules towards a National Advanced Diploma;~~
  - ~~(iv) an AQF Level 4 National Certificate;~~
  - ~~(v) equivalent; or~~
  - ~~(vi) a nominal 360 hours training towards the above qualification.~~~~
- ~~(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 means an employee who has equivalent level of training to a Level V8 Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. 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.~~
- ~~(ii) 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.~~

~~B.9 – V9 – Vehicle industry tradesperson – Level V & Vehicle industry technician – Level IV~~

~~B.9.1 – Vehicle industry tradesperson – Level V~~

- ~~(a) A Vehicle industry tradesperson – Level V who has completed the following training requirement:
  - ~~(i) 12 modules of a National Diploma;~~
  - ~~(ii) 12 modules of a National Advanced Diploma; or~~
  - ~~(iii) 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.~~

~~(e) Vehicle industry technician—Level IV~~

- ~~(i) Vehicle industry technician—Level IV means an employee who has the level of training of a V9 Vehicle industry tradesperson—Level V or equivalent so as to enable the employee to apply skills within the scope of this level.~~
- ~~(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.10—V10—Vehicle industry tradesperson—Level VI & Vehicle industry technician Level V**~~

~~**B.10.1—Vehicle industry tradesperson—Level VI**~~

- ~~(a) A Vehicle industry tradesperson—Level VI means a tradesperson who has completed:~~
  - ~~(i) a National Diploma;~~
  - ~~(ii) 15 modules or 2nd year part-time of an Advanced Diploma; or~~
  - ~~(iii) equivalent.~~

~~(b) Vehicle industry technician—Level V~~

- ~~(i) A Vehicle industry technician—Level V means an employee who has the level of training and skills of a V10 Vehicle industry tradesperson—Level VI or equivalent so as to enable the employee to apply skills within the scope of this level. 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.~~
- ~~(ii) At this level the employee is required to exercise judgment and skill in excess of that required at Level V9.~~

~~**B.11 – V11 – Vehicle industry engineering associate – Level I**~~

~~**B.11.1** A Vehicle industry engineering associate – Level I means an employee who works above and beyond a technician at Level V10 and has successfully completed third year part time (or 22 modules) of an Advanced Diploma 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, occupational 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.12 – V12 – Vehicle industry engineering associate – Level II**~~

~~**B.12.1** A Vehicle industry engineering associate – Level II means an employee who works above and beyond a Vehicle engineering associate – Level I and has successfully completed an Advanced Diploma 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.13 – V13 – Vehicle industry leading technical officer & Principal engineering trainer/supervisor/co-ordinator**~~

~~**B.13.1** A Vehicle industry leading technical officer means an employee who works above and beyond an Vehicle industry engineering associate – Level II at Level V12 and has successfully completed seven modules in addition to the Advanced Diploma or equivalent. 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.~~

~~**(a) – Principal engineering trainer/supervisor/co-ordinator**~~

- ~~(i) A Vehicle industry principal trainer/supervisor/co-ordinator means a trainer/supervisor/co-ordinator who has completed an Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged in this level:~~
  - ~~□ possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading work of others; and~~

- ~~□ possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise.~~
- ~~(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; 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.14 V14 Vehicle industry principal technical officer~~

~~B.14.1 A Vehicle industry principal technical officer works above and beyond an employee at the V13 level and who has successfully completed 15 modules of accredited training in addition to an Advanced Diploma 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.14.2 Vehicle industry trainer/supervisor/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. Such an employee has completed nine modules in supervision and/or training.~~

~~**B.14.3—Vehicle industry trainer/supervisor/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. Such an employee has completed 15 modules appropriate to supervision and/or training.~~

~~**B.15—Driver classifications**~~

~~**B.15.1—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.15.2—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.15.3—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.15.4—Vehicle Industry Driver—Level IV—D4**~~

~~(a) Vehicle industry driver—Level IV means an employee who is a driver of articulated vehicles over 25 tonnes.~~



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

**B.1 Full-time and part-time RS&R employees**

**B.1.1 Full-time and part-time adult RS&R employees—ordinary and penalty rates**

<b>Employee classification</b>	<b>Ordinary hours</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holidays</b>
	<b>% of minimum hourly rate</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Vehicle RS&R industry employee—Level 1	17.29	25.94	34.58	43.23
Vehicle RS&R industry employee—Level 2	17.79	26.69	35.58	44.48
Vehicle RS&R industry employee—Level 3	18.47	27.71	36.94	46.18
Vehicle RS&R industry employee—Level 4	19.10	28.65	38.20	47.75
Vehicle RS&R industry employee—Level 5	19.57	29.36	39.14	48.93
Vehicle RS&R industry employee—tradesperson or equivalent Level I	20.13	30.20	40.26	50.33
Vehicle RS&R industry employee—tradesperson or equivalent Level II	22.02	33.03	44.04	55.05
<b>Driver</b> Forklift Mobile crane Commercial vehicle under 8 tonnes Tow truck – Class 1, 2 & 3	19.10	28.65	38.20	47.75
<b>Driver</b> Articulated vehicle – Makers capacity up to and including 10 tonnes	19.83	29.75	39.66	49.58
<b>Driver</b> Tow truck – Class 4	20.13	30.20	40.26	50.33

**B.1.2 Full-time and part-time adult RS&R employees—shiftwork rates**

<b>Employee classification</b>	<b>Afternoon shift only</b>	<b>Night shift only</b>	<b>Alternating afternoon and night shifts</b>	<b>Alternating day shifts<sup>1</sup></b>	<b>Afternoon or night shift that does not continue for at least 5 successive shifts</b>
	<b>% of minimum hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Vehicle RS&R industry employee—Level 1	20.40	22.48	20.75	19.45	25.94
Vehicle RS&R industry employee—Level 2	20.99	23.13	21.35	20.01	26.69
Vehicle RS&R industry employee—Level 3	21.79	24.01	22.16	20.78	27.71
Vehicle RS&R industry employee—Level 4	22.54	24.83	22.92	21.49	28.65
Vehicle RS&R industry employee—Level 5	23.09	25.44	23.48	22.02	29.36
Vehicle RS&R industry employee—tradesperson or equivalent Level I	23.75	26.17	24.16	22.65	30.20
Vehicle RS&R industry employee—tradesperson or equivalent Level II	25.98	28.63	26.42	24.77	33.03

Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

Employee classification	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of minimum hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Driver</b> Forklift Mobile crane Commercial vehicle under 8 tonnes Tow truck – Class 1, 2 & 3	22.54	24.83	22.92	21.49	28.65
<b>Driver</b> Articulated vehicle – Makers capacity up to and including 10 tonnes	23.40	25.78	23.80	22.31	29.75
<b>Driver</b> Tow truck – Class 4	23.75	26.17	24.16	22.65	30.20
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**B.1.3 Full-time and part-time adult RS&R employees—overtime rates**

Employee classification	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Vehicle RS&R industry employee—Level 1	25.94	34.58	34.58	43.23

Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

Employee classification	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Vehicle RS&R industry employee—Level 2	26.69	35.58	35.58	44.48
Vehicle RS&R industry employee—Level 3	27.71	36.94	36.94	46.18
Vehicle RS&R industry employee—Level 4	28.65	38.20	38.20	47.75
Vehicle RS&R industry employee—Level 5	29.36	39.14	39.14	48.93
Vehicle RS&R industry employee—tradesperson or equivalent Level I	30.20	40.26	40.26	50.33
Vehicle RS&R industry employee—tradesperson or equivalent Level II	33.03	44.04	44.04	55.05
<b>Driver</b> Forklift Mobile crane	28.65	38.20	38.20	47.75
Commercial vehicle under 8 tonnes Tow truck – Class 1, 2 & 3				
<b>Driver</b> Articulated vehicle – Makers capacity up to and including 10 tonnes	29.75	39.66	39.66	49.58
<b>Driver</b> Tow truck – Class 4	30.20	40.26	40.26	50.33

**B.1.4**

**B.1.5 Full-time and part-time junior RS&R employees—percentage of Level 1 rate**

The **junior hourly rate (Level 1)** is based on a percentage of the Level 1 adult rate in accordance with clause 0.

**(a) Full-time and part-time junior RS&R employees—percentage of Level 1 rate—ordinary and penalty rates**

Age	Ordinary hours	Saturday	Sunday	Public holidays
	<b>% of junior hourly rate (Level 1)</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	8.21	12.32	16.42	20.53
17 years	8.64	12.96	17.28	21.60
18 years	10.80	16.20	21.60	27.00
19 year	12.97	19.46	25.94	32.43
20 years	15.13	22.70	30.26	37.83

**(b) Full-time and part-time junior RS&R employees—percentage of Level 1 rate—shiftwork rates**

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of junior hourly rate (Level 1)</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	9.69	10.67	9.85	9.24	12.32
17 years	10.20	11.23	10.37	9.72	12.96
18 years	12.74	14.04	12.96	12.15	16.20
19 year	15.30	16.86	15.56	14.59	19.46
20 years	17.85	19.67	18.16	17.02	22.70

<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

**(c) Full-time and part-time junior RS&R employees—percentage of Level 1 rate—overtime**

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of junior hourly rate (Level 1)</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	12.32	16.42	16.42	20.53
17 years	12.96	17.28	17.28	21.60
18 years	16.20	21.60	21.60	27.00
19 year	19.46	25.94	25.94	32.43
20 years	22.70	30.26	30.26	37.83

**B.1.6 Junior employees—percentage of Level 4 rate**

The **junior hourly rate (Level 4)** is based on a percentage of the Level 4 adult rate in accordance with clause 11.6.

**(a) Full-time and part-time junior RS&R employees—percentage of Level 4 rate—ordinary and penalty rates**

Age	Ordinary hours	Saturday	Sunday	Public holidays
	<b>% of junior hourly rate (Level 4)</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	9.07	13.61	18.14	22.68
17 years	9.55	14.33	19.10	23.88
18 years	11.94	17.91	23.88	29.85
19 year	14.33	21.50	28.66	35.83
20 years	16.71	25.07	33.42	41.78

**(b) Full-time and part-time junior RS&R employees—percentage of Level 4 rate—shiftwork rates**

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of junior hourly rate (Level 4)</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	10.70	11.79	10.88	10.20	13.61
17 years	11.27	12.42	11.46	10.74	14.33
18 years	14.09	15.52	14.33	13.43	17.91
19 year	16.91	18.63	17.20	16.12	21.50
20 years	19.72	21.72	20.05	18.80	25.07
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**(c) Full-time and part-time junior RS&R employees—percentage of Level 4 rate—overtime**

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of junior hourly rate (Level 4)</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	13.61	18.14	18.14	22.68
17 years	14.33	19.10	19.10	23.88
18 years	17.91	23.88	23.88	29.85
19 year	21.50	28.66	28.66	35.83
20 years	25.07	33.42	33.42	41.78

**B.1.7 Full-time and part-time junior RS&R driver employees**

The **junior hourly rate (drivers)** is based on a percentage of the Level 4 adult rate in accordance with clause 0.

**(a) Full-time and part-time junior RS&R driver employees—ordinary and penalty rates**

Age	Ordinary hours	Saturday	Sunday	Public holidays
	<b>% of junior hourly rate (drivers)</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 &amp; 3</b>				
Under 19 years	13.37	20.06	26.74	33.43
19 years	15.28	22.92	30.56	38.20
<b>Drivers of tow trucks – class 4</b>				
Under 19 years	14.09	21.14	28.18	35.23
19 years	16.10	24.15	32.20	40.25



**(b) Full-time and part-time junior RS&R driver employees—shiftwork rates**

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of junior hourly rate (drivers)</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 &amp; 3</b>					
Under 19 years	15.78	17.38	16.04	15.04	20.06
19 years	18.03	19.86	18.34	17.19	22.92
<b>Drivers of tow trucks – class 4</b>					
Under 19 years	16.63	18.32	16.91	15.85	21.14
19 years	19.00	20.93	19.32	18.11	24.15
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**(c) Full-time and part-time junior RS&R driver employees—overtime**

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of junior hourly rate (drivers)</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 &amp; 3</b>				
Under 19 years	20.06	26.74	26.74	33.43
19 years	22.92	30.56	30.56	38.20
<b>Drivers of tow trucks – class 4</b>				
Under 19 years	21.14	28.18	28.18	35.23
19 years	24.15	32.20	32.20	40.25

## B.2 Casual RS&R employees

### B.2.1 Casual adult RS&R employees—ordinary and penalty rates

Employee classification	Monday to Friday		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	% of minimum hourly rate				
	125%	150%	175%	225%	275%
	\$	\$	\$	\$	\$
Vehicle RS&R industry employee—Level 1	21.61	25.94	30.26	38.90	47.55
Vehicle RS&R industry employee—Level 2	22.24	26.69	31.13	40.03	48.92
Vehicle RS&R industry employee—Level 3	23.09	27.71	32.32	41.56	50.79
Vehicle RS&R industry employee—Level 4	23.88	28.65	33.43	42.98	52.53
Vehicle RS&R industry employee—Level 5	24.46	29.36	34.25	44.03	53.82
Vehicle RS&R industry employee—tradesperson or equivalent Level I	25.16	30.20	35.23	45.29	55.36
Vehicle RS&R industry employee—tradesperson or equivalent Level II	27.53	33.03	38.54	49.55	60.56
<b>Driver</b> Forklift Mobile crane Commercial vehicle under 8 tonnes Tow truck – Class 1, 2 & 3	23.88	28.65	33.43	42.98	52.53
<b>Driver</b> Articulated vehicle – Makers capacity up to and including 10 tonnes	24.79	29.75	34.70	44.62	54.53
<b>Driver</b> Tow truck – Class 4	25.16	30.20	35.23	45.29	55.36

**B.2.2 Casual junior RS&R employees—percentage of Level 1 rate**

The **junior hourly rate (Level 1)** is based on a percentage of the Level 1 adult rate in accordance with clause 0.

**(a) Casual junior RS&R employees—percentage of Level 1 rate—ordinary and penalty rates**

Age	Monday to Friday		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	<b>% of junior hourly rate (Level 1)</b>				
	<b>125%</b>	<b>150%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	\$	\$	\$	\$	\$
16 years and under	10.26	12.32	14.37	18.47	22.58
17 years	10.80	12.96	15.12	19.44	23.76
18 years	13.50	16.20	18.90	24.30	29.70
19 years	16.21	19.46	22.70	29.18	35.67
20 years	18.91	22.70	26.48	34.04	41.61

**B.2.3 Casual junior RS&R employees—percentage of Level 4 rate**

The **junior hourly rate (Level 4)** is based on a percentage of the Level 1 adult rate in accordance with clause 11.6.

**(a) Casual junior RS&R employees—percentage of Level 4 rate—ordinary and penalty rates**

Age	Monday to Friday		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	<b>% of junior hourly rate (Level 4)</b>				
	<b>125%</b>	<b>150%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	\$	\$	\$	\$	\$
16 years and under	11.34	13.61	15.87	20.41	24.94
17 years	11.94	14.33	16.71	21.49	26.26
18 years	14.93	17.91	20.90	26.87	32.84
19 years	17.91	21.50	25.08	32.24	39.41
20 years	20.89	25.07	29.24	37.60	45.95

**B.2.4 Casual junior RS&R driver employees**

The **junior hourly rate (drivers)** is based on a percentage of the Level 4 adult rate in accordance with clause 0.

**(a) Casual junior RS&R drivers—ordinary and penalty rates**

Age	Ordinary hours		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	<b>% of junior hourly rate (drivers)</b>				
	<b>125%</b>	<b>150%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	\$	\$	\$	\$	\$
<b>Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 &amp; 3</b>					
Under 19 years	16.71	20.06	23.40	30.08	36.77
19 years	19.10	22.92	26.74	34.38	42.02
<b>Drivers of tow trucks – class 4</b>					
Under 19 years	17.61	21.14	24.66	31.70	38.75
19 years	20.13	24.15	28.18	36.23	44.28

**B.3 Full-time and part-time console operators, driveway attendants and roadhouse attendants**

**B.3.1 Full-time and part-time adult console operators, driveway attendants and roadhouse attendants—ordinary and penalty rates**

Classification	Ordinary hours	Saturday after midday	Sunday	Public holidays
	<b>% of minimum hourly rate</b>			
	<b>100%</b>	<b>150%</b>	<b>150%</b>	<b>200%</b>
	\$	\$	\$	\$
<b>RS&amp;R Level 1</b> Driveway attendant	17.29	25.94	25.94	34.58
<b>RS&amp;R Level 2</b> Roadhouse attendant (when required to cook takeaway)	17.79	26.69	26.69	35.58
<b>RS&amp;R Level 4</b> Roadhouse	19.10	28.65	28.65	38.20

Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

<b>Classification</b>	<b>Ordinary hours</b>	<b>Saturday after midday</b>	<b>Sunday</b>	<b>Public holidays</b>
	<b>% of minimum hourly rate</b>			
	<b>100%</b>	<b>150%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
attendant (engaged primarily to cook other than takeaway) Driveway attendant operating a console Console operator				

DRAFT

**B.3.2 Full-time and part-time adult console operators, driveway attendants and roadhouse attendants—shiftwork rates**

<b>Employee classification</b>	<b>Afternoon shift only</b>	<b>Night shift only</b>	<b>Alternating afternoon and night shifts</b>	<b>Alternating day shifts<sup>1</sup></b>	<b>Afternoon or night shift that does not continue for at least 5 successive shifts</b>
	<b>% of minimum hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>RS&amp;R Level 1</b> Driveway attendant	20.40	22.48	20.75	19.45	25.94
<b>RS&amp;R Level 2</b> Roadhouse attendant (when required to cook takeaway)	20.99	23.13	21.35	20.01	26.69
<b>RS&amp;R Level 4</b> Roadhouse attendant (engaged primarily to cook other than takeaway) Driveway attendant operating a console Console operator	22.54	24.83	22.92	21.49	28.65
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**B.3.3 Full-time and part-time adult console operators, driveway attendants and roadhouse attendants—overtime rates**

Employee classification	Monday to Saturday		Sundays	Public holidays
	First 3 hours	After 3 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>RS&amp;R Level 1</b> Driveway attendant	25.94	34.58	34.58	34.58
<b>RS&amp;R Level 2</b> Roadhouse attendant (when required to cook takeaway)	26.69	35.58	35.58	35.58
<b>RS&amp;R Level 4</b> Roadhouse attendant (engaged primarily to cook other than takeaway) Driveway attendant operating a console Console operator	28.65	38.20	38.20	38.20

**B.3.4 Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate**

The junior hourly rate (Level 1) is based on a percentage of the Level 1 adult rate in accordance with clause 0.

**(a) Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate—ordinary and penalty rates**

Age	Ordinary hours	Saturday	Sunday	Public holidays
	<b>% of junior hourly rate (Level 1)</b>			
	<b>100%</b>	<b>150%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	8.21	12.32	12.32	16.42
17 years	8.64	12.96	12.96	17.28
18 years	10.80	16.20	16.20	21.60
19 year	12.97	19.46	19.46	25.94

Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

Age	Ordinary hours	Saturday	Sunday	Public holidays
	<b>% of junior hourly rate (Level 1)</b>			
	<b>100%</b>	<b>150%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
20 years	15.13	22.70	22.70	30.26

**(b) Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate—shiftwork rates**

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of junior hourly rate (Level 1)</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	9.69	10.67	9.85	9.24	12.32
17 years	10.20	11.23	10.37	9.72	12.96
18 years	12.74	14.04	12.96	12.15	16.20
19 year	15.30	16.86	15.56	14.59	19.46
20 years	17.85	19.67	18.16	17.02	22.70

<sup>1</sup>Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate—overtime

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of junior hourly rate (Level 1)</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>200%</b>



	\$	\$	\$	\$
16 years or under	12.32	16.42	16.42	16.42
17 years	12.96	17.28	17.28	17.28
18 years	16.20	21.60	21.60	21.60
19 year	19.46	25.94	25.94	25.94
20 years	22.70	30.26	30.26	30.26

**B.3.5 Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate**

The **junior hourly rate (Level 4)** is based on a percentage of the Level 4 adult rate in accordance with clause 11.6.

**(a) Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate —ordinary and penalty rates**

Age	Ordinary hours	Saturday	Sunday	Public holidays
	<b>% of junior hourly rate (Level 4)</b>			
	<b>100%</b>	<b>150%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	9.07	13.61	13.61	18.14
17 years	9.55	14.33	14.33	19.10
18 years	11.94	17.91	17.91	23.88
19 year	14.33	21.50	21.50	28.66
20 years	16.71	25.07	25.07	33.42

**(b) Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate—shiftwork rates**

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of junior hourly rate (Level 4)</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	10.70	11.79	10.88	10.20	13.61
17 years	11.27	12.42	11.46	10.74	14.33
18 years	14.09	15.52	14.33	13.43	17.91
19 year	16.91	18.63	17.20	16.12	21.50
20 years	19.72	21.72	20.05	18.80	25.07
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**(c) Full-time and part-time junior console operators, driveway attendants and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate—overtime**

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of junior hourly rate (Level 4)</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
16 years or under	13.61	18.14	18.14	18.14
17 years	14.33	19.10	19.10	19.10
18 years	17.91	23.88	23.88	23.88
19 year	21.50	28.66	28.66	28.66
20 years	25.07	33.42	33.42	33.42

## B.4 Casual rates for driveway attendants, roadhouse attendants and console operators

**B.4.1** A person employed on a casual basis principally to perform the duties of a driveway attendant, will be paid as follows:

	<b>20 years &amp; over</b>	<b>19 years</b>	<b>18 years</b>	<b>17 years</b>	<b>16 years &amp; under</b>
	<b>% of adult rate</b>				
	<b>100%</b>	<b>75%</b>	<b>62.5%</b>	<b>50%</b>	<b>47.5%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Monday to Friday	22.77	17.08	14.23	11.39	10.82
Saturdays, Sundays and public holidays	29.71	22.28	18.57	14.86	14.11
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	12.69	9.52	7.93	6.35	6.03

**B.4.2** A person employed on a casual basis principally to perform the duties of a roadhouse attendant (except as in clause ) will be paid as follows:

	<b>20 years &amp; over</b>	<b>19 years</b>	<b>18 years</b>	<b>17 years</b>	<b>16 years &amp; under</b>
	<b>% of adult rate</b>				
	<b>100%</b>	<b>75%</b>	<b>62.5%</b>	<b>50%</b>	<b>47.5%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Monday to Friday	23.44	17.58	14.65	11.72	11.13
Saturdays, Sundays and public holidays	30.58	22.94	19.11	15.29	14.53
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	16.05	9.79	8.16	6.53	6.20

**B.4.3** A person employed on a casual basis principally to perform duties of a console operator, or roadhouse attendant if engaged to primarily cook other than takeaway meals, will be paid as follows:

	<b>20 years &amp; over</b>	<b>19 years</b>	<b>18 years</b>	<b>17 years</b>	<b>16 years &amp; under</b>
	<b>% of adult rate</b>				
	<b>100%</b>	<b>75%</b>	<b>62.5%</b>	<b>50%</b>	<b>47.5%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Monday to Friday	25.05	18.79	15.66	12.53	11.90
Saturdays, Sundays and public holidays	32.56	24.42	20.35	16.28	15.47
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	14.21	10.66	8.88	7.11	6.75

**B.5 Junior apprentice RS&R employees commencing prior to 1 January 2014**

The **junior apprentice hourly rate** is based on a percentage of the RS&R Level 6 adult rate in accordance with clause 11.9(b).

**B.5.1 Junior apprentice RS&R employees commencing prior to 1 January 2014—ordinary and penalty rates**

<b>Year</b>	<b>Ordinary hours</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holidays</b>
	<b>% of junior apprentice hourly rate</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	8.45	12.68	16.90	21.13
Stage 2 or 2nd year	11.07	16.61	22.14	27.68
Stage 3 or 3rd year	15.10	22.65	30.20	37.75
Stage 4 or 4th year	17.71	26.57	35.42	44.28

**B.5.2 Junior apprentice RS&R employees commencing prior to 1 January 2014—  
shiftwork rates**

Year	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of junior apprentice hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	9.97	10.99	10.14	9.51	12.68
Stage 2 or 2nd year	13.06	14.39	13.28	12.45	16.61
Stage 3 or 3rd year	17.82	19.63	18.12	16.99	22.65
Stage 4 or 4th year	20.90	23.02	21.25	19.92	26.57

<sup>1</sup>Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

**B.5.3 Junior apprentice RS&R employees commencing prior to 1 January 2014—  
overtime rates**

Year	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of junior apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	12.68	16.90	16.90	21.13
Stage 2 or 2nd year	16.61	22.14	22.14	27.68
Stage 3 or 3rd year	22.65	30.20	30.20	37.75
Stage 4 or 4th year	26.57	35.42	35.42	44.28

**B.6 Junior apprentice RS&R Employees commencing on or after  
1 January 2014**

The **junior apprentice hourly rate** is based on a percentage of the RS&R Level 6 adult rate in accordance with clause 11.9(c).

**B.6.1 Junior apprentice RS&R employees commencing on or after 1 January 2014—ordinary and penalty rates**

Year	Ordinary hours	Saturday	Sunday	Public holidays
	<b>% of junior apprentice hourly rate</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Has not completed year 12</b>				
Stage 1 or 1st year	10.07	15.11	20.14	25.18
Stage 2 or 2nd year	12.08	18.12	24.16	30.20
Stage 3 or 3rd year	15.10	22.65	30.20	37.75
Stage 4 or 4th year	17.71	26.57	35.42	44.28
<b>Has completed year 12</b>				
Stage 1 or 1st year	11.07	16.61	22.14	27.68
Stage 2 or 2nd year	13.08	19.62	26.16	32.70
Stage 3 or 3rd year	15.10	22.65	30.20	37.75
Stage 4 or 4th year	17.71	26.57	35.42	44.28

**B.6.2 Junior apprentice RS&R employees commencing on or after 1 January 2014—shiftwork rates**

Year	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of junior apprentice hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Has not completed year 12</b>					
Stage 1 or 1st year	11.88	13.09	12.08	11.33	15.11
Stage 2 or 2nd year	14.25	15.70	14.50	13.59	18.12
Stage 3 or 3rd year	17.82	19.63	18.12	16.99	22.65
Stage 4 or 4th year	20.90	23.02	21.25	19.92	26.57

Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

<b>Year</b>	<b>Afternoon shift only</b>	<b>Night shift only</b>	<b>Alternating afternoon and night shifts</b>	<b>Alternating day shifts<sup>1</sup></b>	<b>Afternoon or night shift that does not continue for at least 5 successive shifts</b>
	<b>% of junior apprentice hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Has completed year 12</b>					
Stage 1 or 1st year	13.06	14.39	13.28	12.45	16.61
Stage 2 or 2nd year	15.43	17.00	15.70	14.72	19.62
Stage 3 or 3rd year	17.82	19.63	18.12	16.99	22.65
Stage 4 or 4th year	20.90	23.02	21.25	19.92	26.57
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**B.6.3 Junior apprentice RS&R employees commencing on or after 1 January 2014—  
overtime rates**

Year	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of junior apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Has not completed year 12</b>				
Stage 1 or 1st year	15.11	20.14	20.14	25.18
Stage 2 or 2nd year	18.12	24.16	24.16	30.20
Stage 3 or 3rd year	22.65	30.20	30.20	37.75
Stage 4 or 4th year	26.57	35.42	35.42	44.28
<b>Has completed year 12</b>				
Stage 1 or 1st year	16.61	22.14	22.14	27.68
Stage 2 or 2nd year	19.62	26.16	26.16	32.70
Stage 3 or 3rd year	22.65	30.20	30.20	37.75
Stage 4 or 4th year	26.57	35.42	35.42	44.28

**B.7 Adult apprentice RS&R employees commencing prior to 1 January 2014**

The **adult apprentice hourly rate** is based on a percentage of the RS&R Level 6 adult rate in accordance with clause 11.10(b).

**B.7.1 Adult apprentice RS&R employees commencing prior to 1 January 2014—  
ordinary and penalty rates**

Year	Ordinary hours	Saturday	Sunday	Public holidays
		<b>% of adult apprentice hourly rate</b>		
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	15.26	22.89	30.52	38.15
Stage 2 or 2nd year	17.29	25.94	34.58	43.23
Stage 3 or 3rd year	17.79	26.69	35.58	44.48
Stage 4 or 4th year	18.47	27.71	36.94	46.18
Thereafter	20.13	30.20	40.26	50.33



**B.7.2 Adult apprentice RS&R employees commencing prior to 1 January 2014—  
shiftwork rates**

Year	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of adult apprentice hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	18.01	19.84	18.31	17.17	22.89
Stage 2 or 2nd year	20.40	22.48	20.75	19.45	25.94
Stage 3 or 3rd year	20.99	23.13	21.35	20.01	26.69
Stage 4 or 4th year	21.79	24.01	22.16	20.78	27.71
Thereafter	23.75	26.17	24.16	22.65	30.20
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**B.7.3 Adult apprentice RS&R employees commencing prior to 1 January 2014—  
overtime rates**

Year	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of adult apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	22.89	30.52	30.52	38.15
Stage 2 or 2nd year	25.94	34.58	34.58	43.23
Stage 3 or 3rd year	26.69	35.58	35.58	44.48
Stage 4 or 4th year	27.71	36.94	36.94	46.18
Thereafter	30.20	40.26	40.26	50.33

**B.8 Adult apprentice RS&R employees commencing on or after 1 January 2014**

The **adult apprentice hourly rate** is based on a percentage of the RS&R Level 6 adult rate in accordance with clause 11.10(c).

**B.8.1 Adult apprentice RS&R employees commencing on or after 1 January 2014—ordinary and penalty rates**

<b>Year</b>	<b>Ordinary hours</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holidays</b>
	<b>% of adult apprentice hourly rate</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	16.10	24.15	32.20	40.25
Stage 2 or 2nd year	17.29	25.94	34.58	43.23
Stage 3 or 3rd year	17.79	26.69	35.58	44.48
Stage 4 or 4th year	18.47	27.71	36.94	46.18
Thereafter	20.13	30.20	40.26	50.33

DRAFT

**B.8.2 Adult apprentice RS&R employees commencing on or after 1 January 2014—  
shiftwork rates**

Year	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts <sup>1</sup>	Afternoon or night shift that does not continue for at least 5 successive shifts
	<b>% of adult apprentice hourly rate</b>				
	<b>118%</b>	<b>130%</b>	<b>120%</b>	<b>112.5%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	19.00	20.93	19.32	18.11	24.15
Stage 2 or 2nd year	20.40	22.48	20.75	19.45	25.94
Stage 3 or 3rd year	20.99	23.13	21.35	20.01	26.69
Stage 4 or 4th year	21.79	24.01	22.16	20.78	27.71
Thereafter	23.75	26.17	24.16	22.65	30.20
<sup>1</sup> Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).					

**B.8.3 Adult apprentice RS&R employees commencing on or after 1 January 2014—  
overtime rates**

Year	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	<b>% of adult apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Stage 1 or 1st year	24.15	32.20	32.20	40.25
Stage 2 or 2nd year	25.94	34.58	34.58	43.23
Stage 3 or 3rd year	26.69	35.58	35.58	44.48
Stage 4 or 4th year	27.71	36.94	36.94	46.18
Thereafter	30.20	40.26	40.26	50.33

## B.9 RS&R Vehicle Sales Employees

### B.9.1 Full-time, part-time and casual adult RS&R vehicle sales employees—ordinary and penalty rates

	Full-time and part-time employees	Casual employees		
		All hours <sup>2</sup>	Monday to Saturday	Sunday
% of minimum hourly rate				
	100%	125%	125% + 100% of standard hourly rate	275%
	\$	\$	\$	\$
RS&R Level 4 Vehicle salesperson (less than 6 months experience)	19.10	23.88	44.01	52.53
RS&R Level 6 Vehicle salesperson (more than 6 months experience)	20.13	25.16	45.29	55.36

<sup>2</sup>Full-time and part-time employees are entitled to the additional payments specified in clause 24.3 for work performed on Sundays, RDOs or half-days off, and public holidays.

**B.9.2 Full-time, part-time and casual junior RS&R vehicle sales employees—ordinary and penalty rates**

The **junior hourly rate** is based on a percentage of:

- for junior employees with less than six months experience—the Level 1 adult rate in accordance with clause 0.; and
- for junior employees with more than six months experience—the Level 4 adult rate in accordance with clause 11.6.

Age	Full-time and part-time employees	Casual employees		
		All hours <sup>2</sup>	Monday to Saturday	Sunday
		% of junior hourly rate		
	100%	125%	125% + 100% of standard hourly rate	275%
	\$	\$	\$	\$
<b>Junior employees with less than six months experience</b>				
16 years and under	8.21	10.26	30.39	22.58
17 years	8.64	10.80	30.93	23.76
18 years	10.80	13.50	33.63	29.70
19 years	12.97	16.21	36.34	35.67
20 years	15.13	18.91	39.04	41.61
<b>Junior employees with more than six months experience</b>				
16 years and under	9.07	11.34	31.47	24.94
17 years	9.55	11.94	32.07	26.26
18 years	11.94	14.93	35.06	32.84
19 years	14.33	17.91	38.04	39.41
20 years	16.71	20.89	41.02	45.95

<sup>2</sup>Full-time and part-time employees are entitled to the additional payments specified in clause 24.3 for work performed on Sundays, RDOs or half-days off, and public holidays.

## Schedule C—Summary of Monetary Allowances

**\*\*The rates need to be updated in this schedule\*\***

See clauses 11.4, 14, 15, and 24.7, ~~42, and 50~~ for full details of allowances payable under this award.

### C.1 All employees

The following allowances are payable to eligible employees employed under ~~all sections of~~ this award unless otherwise specified.

#### C.1.1 Wage related allowances—all employees

The following wage-related allowances are based on the weekly or hourly standard rate as defined in Schedule A—Definitions as the minimum weekly or hourly rate for a Level R6—Vehicle Industry RS&R tradesperson (or equivalent) Level I (hourly = \$20.13 or weekly = \$764.90).

Allowance	Clause	% of hourly standard rate (\$20.13)	% of weekly standard rate (\$764.90)	\$ per week unless stated otherwise
Leading hand in charge of:	14.2			
3 to 10 employees	-	-	4.34	33.20
11 to 20 employees	-	-	6.54	50.02
More than 20 employees	-	-	8.31	63.56
Inspector's allowance (paid in excess of wage payable to employee whose work is inspected)	16.3	-	4.08	31.21
Carpenters' allowance	16.4	1.25		0.25 per hour
First aid allowance	14.5	-	2.00	15.30
Driver handling money:	14.6(b)	-	-	
Up to \$20	-	7.69	-	1.55

Exposure draft – Vehicle **Manufacturing**, Repair, Services and Retail Award 2016

Allowance	Clause	% of hourly standard rate (\$20.13)	% of weekly standard rate (\$764.90)	\$ per week unless stated otherwise
Over \$20 to \$200	-	14.06	-	2.83
Over \$200 to \$600	-	26.64	-	5.36
Over \$600 to \$1000	-	33.79	-	6.80
Over \$1000	-	47.79	-	9.62
Confined spaces allowance	14.7	3.69	-	0.74 per hour
Dirty work allowance	14.8(a)	2.86	-	0.58 per hour
Dirty work—minimum per day or shift	14.8(b)	11.20	-	2.25 per day or shift
Hot places allowance:	14.9			
Temperature artificially raised to between 46 and 54°C	14.9(a)(i)	2.86	-	0.58 per hour
Temperature artificially raised over 54°C	14.9(a)(ii)	3.69	-	0.74 per hour
Wet places allowance	14.10	2.56	-	0.52 per hour
Handling glass or slag wool	14.11	3.69	-	0.74 per hour
Handling garbage—vehicle driver or assistant	14.12	2.86	-	0.58 per hour
Working on uncleaned vehicle used for livestock transport	14.13	2.86	-	0.58 per hour
Slicking with carbon black and hand spraying tyres	14.14	4.29	-	0.86 per day
<b>Height money</b>	<b>16.15</b>	<b>2.21</b>	<b>-</b>	<b>0.44 per hour</b>
Large tyre fitting—offsite	14.16	4.23	-	0.85 per day
<b>Engaged in boiler house</b>	<b>16.17</b>	<b>5.78</b>	<b>-</b>	<b>1.16 per hour</b>
<b>Electric generators or dynamos—boiler attendant or fireperson</b>	<b>16.18</b>	<b>-</b>	<b>4.01</b>	<b>30.67</b>
Fork-lifts or cranes—two or more in one lift	14.18	-	0.29	2.22 per day
<b>Foundry allowance</b>	<b>16.20</b>	<b>2.26</b>	<b>-</b>	<b>0.45 per hour</b>

**C.1.2 Expense related allowances—all employees**

Allowance	Clause	\$
Tool allowance:		
Tradesperson <del>Section 1</del>	15.5(a)	11.38 per week
<del>Tradesperson Section 2</del>	<del>17.1(b)</del>	<del>14.71 per week</del>
Apprentices— <del>Vehicle Industry RS&amp;R Employees:</del>	15.5(b)	
Level 1 or 1st year	-	4.83 per week
Level 2 or 2nd year	-	6.23 per week
Level 3 or 3rd year	-	8.59 per week
Level 4 or 4th year	-	9.98 per week
<del>Apprentices—Vehicle Manufacturing Employees:</del>	<del>17.1(e)</del>	
<del>Level 1 or 1st year</del>		<del>6.23 per week</del>
<del>Level 2 or 2nd year</del>		<del>8.05 per week</del>
<del>Level 3 or 3rd year</del>		<del>11.06 per week</del>
<del>Level 4 or 4th year</del>		<del>12.99 per week</del>
<del>Carpenter</del>	<del>17.1(e)</del>	<del>15.03 per week</del>
Meal allowance—more than 1.5 hours’ overtime—other than vehicle sales-related duties	15.1(a)	13.18 per meal
Vehicle allowance—other than vehicle sales-related duties	15.2(b)(iv)	0.78 per km
Meal allowance while travelling	15.4(b)(i)	13.18 per meal



## C.2 Vehicle industry repair, services and retail employees

### C.2.1 Wage related allowances—Vehicle industry repair, services and retail employees

The following wage-related allowances are based on the weekly or hourly standard rate as defined in Schedule A—Definitions as the minimum weekly or hourly rate for a Level R6—Vehicle Industry RS&R tradesperson (or equivalent) Level I in clause 11.2 (hourly = **\$20.13** or weekly =**\$764.90**) .

Allowance	Clause	% of hourly standard rate (\$20.13)	% of weekly standard rate (\$764.90)	\$ per week unless stated otherwise
Driver of commercial vehicle:				
Drawing an empty trailer	11.4(a)(ii)	9.36	-	1.88 per day
Drawing a loaded trailer	11.4(a)(iii)	16.92	-	3.41 per day
Driver driving:				
Commercial vehicle (per additional complete tonne over 8 tonnes)	11.4(a)(i)	-	0.19	1.45
Articulated vehicle (per additional complete tonne over 10 tonnes)	11.4(b)	-	0.18	1.38
Tow truck	11.4(c)	-	2.52	19.28

### C.2.2 Expense related allowances—Vehicle industry repair, services and retail employees

Allowance	Clause	\$
Meal allowance:		
Vehicle salesperson—motor show, agricultural show, or public holiday	24.8(b)(i)	15.64 per midday or evening meal
Vehicle salesperson—showroom or car yard	24.8(b)(ii)	15.64 per meal
Use of own motor vehicle allowance—vehicle salesperson:		
Vehicle up to and including 20 hp	24.8(c)(ii)	173.51 per week <i>plus</i> 0.20 per km

Vehicle over 20 hp	24.8(c)(ii)	192.81 per week <i>plus</i> 0.23 per km
Casual use of vehicle	24.8(c)(vi)	0.78 per km

### ~~C.3—Vehicle manufacturing employees~~

#### ~~C.3.1—Expense related allowances—Vehicle manufacturing employees~~

<del>Allowance</del>	<del>Clause</del>	<del>\$</del>
<del>Reasonable expenses incurred while travelling— per meal</del>	<del>42.4(b)</del>	<del>12.16 per meal</del>

### ~~C.4—Drafting, planning and technical employees~~

#### ~~C.4.1—Wage related allowances—Drafting, planning and technical employees~~

~~The following wage related allowances are based on the weekly standard rate as defined in Schedule G—Definitions as the minimum weekly rate for a Level V5—Vehicle industry tradesperson—Level 1 in clause 41.2= \$764.90.~~

<del>Allowance</del>	<del>Clause</del>	<del>% of weekly standard rate</del>	<del>\$ per week</del>
		<del>(\$764.90)</del>	
<del>Using technical computing equipment</del>	<del>50.1</del>	<del>5.17</del>	<del>39.55</del>

#### ~~C.4.2—Expense related allowances—Drafting, planning and technical employees~~

<del>Allowance</del>	<del>Clause</del>	<del>\$</del>
<del>Meal allowance—more than 1.5 hours' overtime</del>	<del>50.2(a)(i)</del>	<del>13.18 per meal</del>
<del>Meal periods during economy air travel</del>	<del>50.2(e)(v)</del>	<del>11.11 per meal period</del>

### **C.3 Method of adjusting expense related allowances**

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

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

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle/travel allowance	Private motoring sub-group

DRAFT

## Schedule D—Supported Wage System

Schedule updated in accordance with [PR568050](#)

- D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.
- D.2** In this schedule:
- approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system
- assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme
- relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)
- SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate
- D.3 Eligibility criteria**
- D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

#### **D.4 Supported wage rates**

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

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

**D.4.2** Provided that the minimum amount payable must be not less than \$81 per week.

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

#### **D.5 Assessment of capacity**

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

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

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

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

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

**D.7 Review of assessment**

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

**D.8 Other terms and conditions of employment**

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

**D.9 Workplace adjustment**

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

**D.10 Trial period**

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$81 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

## **Schedule E—School-based Apprentices**

- E.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.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.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.
- E.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.
- E.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.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.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.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule F—National Training Wage

**\*\*The rates need to be updated in this schedule\*\***

### F.1 Title

This is the *National Training Wage Schedule*.

### F.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;



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

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

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

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

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

**year 10** includes any year before Year 10

### **F.3 Coverage**

**F.3.1** Subject to clauses F.3.2 to F.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause F.7 to this schedule or by clause F.5.4 of this schedule.

**F.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.7 to this schedule.

**F.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

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

**F.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**F.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

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

## F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- F.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- F.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## F.5 Minimum Wages

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

#### (a) Wage Level A

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

#### (b) Wage Level B

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20
Plus 3 years out of school	433.40	508.20	579.70

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	508.20	579.70	
Plus 5 or more years out of school	579.70		

**(c) Wage Level C**

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	
Plus 5 or more years out of school	527.90		

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

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

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	623.50	647.70
Wage Level B	601.60	624.70
Wage Level C	547.50	568.20

**F.5.2 Minimum wages for part-time traineeships****(a) Wage Level A**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

**(b) Wage Level B**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	
Plus 5 or more years out of school	19.08		

**(c) Wage Level C**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

**(d) School-based traineeships**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause F.7 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.71	10.70

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

(i) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

**(f) Calculating the actual minimum wage**

- (i)** Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii)** Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii)** Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**F.5.3 Other minimum wage provisions**

- (a)** An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b)** If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

**F.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause F.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

**F.6 Employment conditions**

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

contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause F.5.2(f)(ii) and not by this clause.

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

## **F.7 Allocation of Traineeships to Wage Levels**

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

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

### **F.7.1 Wage Level A**

F.7.1 updated in accordance with para [356] [\[2015\] FWCFB 7236](#)

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

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

### F.7.2 Wage Level B

F.7.2 updated in accordance with para [356] [\[2015\] FWCFB 7236](#)

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III



<b>Training package</b>	<b>AQF certificate level</b>
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**F.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III

Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

DRAFT

## Schedule G—20~~14~~15 Part-day Public Holidays

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

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

- G.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 20~~14~~15) or New Year's Eve (31 December 20~~14~~15) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) ~~Where an employee~~ Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
  - ~~(h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.~~

**Exposure draft – Vehicle ~~Manufacturing~~-Repair, Services and Retail Award 2016**

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

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

DRAFT

## Schedule H—Definitions

This provision is being reviewed in [AM2014/93](#)

Note: agreement reached between parties regarding definition of **plant mechanic**. Remove words ‘New South Wales only’

**H.1** In this award, unless the contrary intention appears:

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

**adult roadhouse attendant** means an employee of 20 years of age or over employed in a roadhouse, snack bar, kiosk or restaurant being part of or operated as an integral part of an establishment falling within the area of this award

**agricultural vehicle salesperson** means an employee employed in the sale of agricultural motor vehicles and self-propelled farming implements or units for which the agricultural motor vehicle or self-propelled farming implement provides the motive power

~~**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~~

**apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship

**automotive instrument mechanic** means a tradesperson required to repair and service all makes and types of automotive instruments

**automotive engine reconditioner** means a tradesperson employed in a workshop principally concerned in the reconditioning of miscellaneous makes of used internal combustion engines where the engine and parts do not lose their identity and who, as part of their normal duties:

- is required to set up or set up and operate one or more of the following machines: crankshaft grinder, camshaft grinder, internal grinder, surface grinder, cylinder borer, line borer, con rod borer, honing machine, pin fitting machine, valve seat grinding and inserting machines, and including the machines enumerated in Machinist (metal)—1st class;
- in the course of such work is responsible for determining sizes and tolerances of a precision nature in accordance with prepared technical data;
- uses in a tradesperson’s capacity the same precision tools and measuring instruments as are used by engineering tradespersons; and
- possesses and uses the knowledge of automotive theory and practice obtained through satisfactorily completing an apprenticeship as an automotive engine reconditioner.

**automotive parts interpreter—specialist** means an adult employee who:

- has completed a formal course of technical school training in the automotive parts distribution industry;
- is regulated by an apprenticeship authority or apprenticeship board constituted under this award and who is required by their employer to perform the duties related to automotive parts sales and distribution;
- is required in the performance of such duties to have and utilise a detailed knowledge of the workings of a wide range of vehicles and uses such knowledge to interpret the proper application of all component parts as required;
- has had at least seven years' experience in the automotive parts distribution industry and who is required by their employer to perform the duties related to automotive parts sales and distribution; and
- is required in the performance of such duties to have and utilise a detailed knowledge of the workings of a wide range of vehicles and uses such knowledge to interpret the proper application of all component parts as required

**automotive parts salesperson (experienced)** means an employee who has had three or more years' adult experience in the automotive parts distribution industry and who is required by their employer to perform the duties related to automotive parts sales and distribution and who in the performance of such duties is required to utilise knowledge of the workings of vehicles and the component parts thereof

**automotive serviceperson and/or checker** means an employee, not being a tradesperson, engaged in checking and adjusting in the processes of pre-delivery or after-sales service in accordance with manufacturers' periodic service procedures, excluding any function requiring a tradesperson's skill and knowledge

**bodymaker—1st class** means a tradesperson engaged in the building, rebuilding, altering, without the aid of jigs, repairing or customising of passenger and/or commercial vehicle bodies, trailers and other vehicle bodies or chassis in wood/metal and other substitute material

**bodymaker—2nd class** means an employee engaged in the building of bodies constructed with the aid of jigs

**brake mechanic** means a tradesperson required to diagnose faults in, repair and install all types of brake systems of motor vehicles including cars, commercial vehicles and heavy equipment

**brake service person** means an employee (not being a tradesperson) who does not diagnose faults or road test vehicles but who is required to install and replace brake components under supervision and/or is engaged in the reconditioning of brake components other than the checking and assembly of hydraulic assemblies

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

**detailer** means an employee (not being a tradesperson) whose work includes that of a paintshop assistant and/or polisher and/or cutter using buff or wet and dry rubber and/or painter—brush and/or spray on mechanical and/or chassis components, in addition to the cleaning and polishing of new and/or used vehicles

**driver handling money** means an employee covered by clause 11.2 or 0 including a junior employee employed in either class of work and who collects and/or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out

**driver tow truck** ~~references in Section 1—Vehicle Industry RS&R Employees of drivers of classes of tow trucks refer to~~ means drivers of the following classes of vehicles, including:

- **class 1**—small conventional unit: a tow truck with a load capacity of not less than 1270 kilograms equipped with a crane with a safe working load of not less than 1020 kilograms;
- **class 2**—larger conventional unit: a tow truck with a load capacity of not less than 3040 kilograms equipped with a crane with a safe working load of not less than 2540 kilograms;
- **class 3**—light salvage unit: a tow truck with a load capacity of not less than 6130 kilograms and equipped with a crane having a safe working load of more than 5080 kilograms; or
- **class 4**—heavy salvage unit: a tow truck with gross train weight of 25 400 kilograms minimum, tandem drive, power operated crane with a safe working load of 50 580 kilograms minimum, power operated winch, power and vacuum brake take off

**electroplater—1st class** means an employee who maintains the solutions used and is responsible for the electroplating of ware

**electroplater—2nd class** means an employee not responsible for the solutions used and mainly engaged on electroplating

**electroplater—3rd class** means an employee engaged on the barrel plating system

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

**employee representative** means an employee elected or appointed by the employees in a workplace, which will include an employee appointed as shop steward in the area or department in which the employee is employed, for the purpose of representing the employees in matters arising from the application of provisions in this award. In the case of a shop steward being appointed, the responsible officer of the union concerned will provide written notification to the employer. Upon such notification, the employee will be recognised as the accredited representative of the union to which they belong

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

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

**exhaust repairer** means a person who repairs and/or replaces exhaust systems on motor vehicles, but does not include the repair, removal or replacement of any mechanical, electrical system or circuit or any electronic device associated with a motor vehicle, nor any component of the engine or any other skill which falls into a trade classification

**machinist (metal)—1st class** means a tradesperson partly or wholly engaged in setting up and operating the following machines: lathe; boring machine; milling machine; planning machine; shaping machine; slotting machine; precision grinding machine and a drilling machine where the operator uses the same precision tools as fitters or turners

**machinist (metal)—2nd class** means an employee not engaged as a tradesperson who is not required to work from drawings or prints or to do precision work, but who is engaged in operating or in setting up and operating all machines, other than a drilling machine, enumerated in the definition of Machinist (metal)—1st class

**machinist (metal)—3rd class** means an employee other than a process worker who operates any power driven machine for which a rate is not elsewhere prescribed in this award and without limiting the scope of the foregoing includes such an employee operating any of the following: nut; bolt; rivet or dog spike making machines; tapping machines; and drilling machines on work other than that specified in the definition of Machinist (metal)—1st class

**motor mechanic** means a tradesperson engaged in making or under jobbing conditions, repairing, altering or assembling (except in the production of new vehicles) or testing the mechanical and/or electrical parts of the engine and/or transmission, and/or fuel system, and/or induction systems, and/or exhaust system, and/or steering mechanism, and/or suspension system and/or braking system, of motor vehicles but does not include:

- (c) an employee engaged only in making minor adjustments; or
- (d) an employee engaged in the reconditioning of engines by specialised methods except so much of the work which calls for the application for general trade experience as a motor mechanic.

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

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

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

**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

**paint shop assistant** means an employee generally assisting in paint shop work including stopping up, rubbing down, masking, cleaning up and/or applying other than finish coats

**panel beater** means a tradesperson who repairs structural components, frames or panel work of motor vehicles constructed in whole or part from metal, metal alloys or substituted material and includes the formation of panels by hand/or process

**plant mechanic** means a tradesperson engaged in repairing and/or overhauling wheeled, track or tractor type mobile equipment associated with construction equipment, earthmoving equipment, prime movers, or agricultural and industrial



mobile equipment such as petrol, LPG and/or diesel engines, transmissions, hydraulics, electrical systems and ancillary equipment

**precision measurements** means measurements of a finer accuracy than is possible with the naked eye from calliper, measuring scale or rule

**process worker** means an employee engaged:

- on repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jigs, gauges or other tools rendering operations mechanical (and in connection with which the employee is not responsible for the setting up of the machine nor for the dimensions of the products other than by checking with gauges which are unadjustable or, if adjustable, will not be set by the operator);
- in the assembling of parts or mechanical appliances or other articles so made in which no fitting or adjustment requiring skill is required; or
- in specialised processes not requiring use of hand tools except hammers, pliers, screwdrivers, spanners and files and such tools as are necessary for deburring or removing rags or edging

**radiator repairer—1st class** means a tradesperson working to prints or drawings or measurements applying general trade experience or knowledge to the repair or recore of radiators, heating or cooling equipment and the repair or fuel tanks and the custom building of special radiators and fuel tanks

**spring service worker** means an employee employed on the removal and/or replacement of springs, luggage carriers and/or bumper bars, and/or the dismantling and/or reassembling of finished parts of motor car and truck chassis

**standard rate means:**

~~(j) for the purposes of Section 1—Vehicle Industry RS&R employees, the standard rate is the weekly or hourly rate for Level R6—Vehicle RS&R industry employee Level I; and~~

~~(k) for the purposes of Section 2—Vehicle manufacturing employees and Section 3—Drafting, Planning and Technical employees, the standard rate is the weekly or hourly rate for Level V5—Level 1 production system employee.~~

**standard rate** means the weekly or hourly rate for Level R6—Vehicle RS&R industry employee Level I

**storeperson** means an employee in a store who is responsible for checking inward goods against packing slips, sorting goods into bins, selecting goods for issue and the issuing of goods against requisitions and includes a tool storeman

**tradesperson** means an employee who, in the course of their employment, works from drawings or prints required to be scaled, and/or measured from drawings or prints, or makes precision measurements, or applies general trade experience and includes a locksmith and Machinist (Metal)—1st class

**tradesperson’s assistant** means an employee directly assisting a tradesperson

**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 industry RS&R 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 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 C~~

**vehicle salesperson** means an employee employed in the sale of road and industrial vehicles, motorcycles, caravans, trailers and/or boats

**welder—tradesperson** means a tradesperson using electric arc, acetylene blowpipe or coal gas cutting plant on work other than filling castings, cutting scrap metal or using jigs and includes re-welding by hand processes

**wheel builder and/or repairer** means a tradesperson required to build and/or repair motor vehicle wheels including cutting out and replacing wheel centres, marking out and drilling, machining, welding and truing

**wrecker automotive** means an employee not being a tradesperson who is required to recognise and identify parts and components and/or to assess their condition and marketability and who would as required oxy-cut panels and other components in addition to dismantling vehicles and components

## H.2 Additional definitions—non-trades, trades and post-trades

~~**boiler attendant or fireperson—1st class** means a boiler attendant or fireperson who attends to two or more boilers or two or more suction gas generators, or one boiler the evaporation capacity of which, attributed thereto by the maker exceeds 500 kilograms but less than 50 000 kilograms of steam per hour, or one gas generator supplying a total engine load capacity, attributed thereto by the maker, of not less than 750 kilowatts, and includes the boiler attendant or fireman of a steam navy extractor~~

~~**boiler attendant or fireperson, leading—1st class** means:~~

~~(l) the boiler attendant or fireperson employed at a plant where three or more boiler attendants or firepersons are employed at the same time and who is invested with 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; and/or~~

~~(m) the boiler attendant or fireperson employed at a plant where three or more boiler attendants or firepersons are employed at the same time and whose duty~~

~~it is to attend to the water of boilers that are fired by two or more of the other boiler attendants or firepersons~~

~~**boiler attendant or fireperson, leading—2nd class** means:~~

~~(n) the boiler attendant or fireperson employed at a plant where two boiler attendants or firepersons are employed at the same time and who is invested with 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; and/or~~

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

~~**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 fitter** means a tradesperson fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances and who in the course of their work applies electrical knowledge~~

~~**electrical mechanic** means a tradesperson mainly engaged on electrical installation, repair and maintenance work~~

~~**electrician—special class** means an electrical tradesperson required to apply the additional knowledge as defined to that required of Electrical fitter and/or mechanic as defined in this award and who has been for a period of at least six months mainly engaged in the manufacture and/or installation and/or maintenance of machines and/or equipment incorporating electronic equipment and will include any electrical~~

tradespersons who by agreement with the employer is classified as Electrician—special class

- (a) For the purpose of this definition **additional knowledge** means:
- (i) that acquired after six months' experience; and
  - (ii) that acquired in obtaining a fifth year trade certificate including the subject Industrial Electronics I from the Electrical Trades School of South Australia or its equivalent or the satisfactory completion of the first year of one of the following courses, including:
    - Post-Trade Industrial Electronics Course of the New South Wales Department of Technical Education;
    - The Industrial Electronics Course as approved by the Education Department of Victoria;
    - CN311 Electrical Course “C” of the Department of Education, Queensland; and
    - The Industrial Electronics Course of the Technical Education Department of Tasmania; or
  - (iii) sufficient knowledge of hydraulics and pneumatics to enable the tradesperson to fault find in the said machines and/or equipment.

**garage attendant** means an employee employed in a motor building or chassis assembling establishment engaged in the cleaning, dusting, washing or greasing of motor vehicles; and/or the servicing thereof with petrols, oils and water; and/or attending to tyre changing, tyre inflations, and patching of tubes; and/or other like duties and/or the driving of such vehicles in and about the employer's premises in connection with any of the foregoing operations

~~**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~~

**painter—tradesperson** means a tradesperson required to mix, match and apply paint and apply general trade experience

~~**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~~

**trailerable boats** means boats sold by a business primarily for recreational purposes, towed by a driver with an unendorsed licence using a registered trailer where the towing vehicle is under the Gross Vehicle Mass prescribed in the Australian Design Rules.

**trimmer sectional** means an employee (other than a tradesperson trimmer) engaged on any trimming work for which a specific rate is not otherwise prescribed by the award

~~**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~~

~~**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~~

Exposure draft – Vehicle ~~Manufacturing~~, Repair, Services and Retail Award 2016

~~operate one or more of the following machines: shaper, spindle, linderman machine, router, tenoner, sill hing and other gainer machines~~

DRAFT

**NOTE: THE REFERENCES TO CLAUSES BEING “AGREED” IS SUBJECT TO THE OUTCOME OF VARIOUS  
RESERVED FWC DECISIONS IN RELEVANT PROCEEDINGS RELATING TO THIS AWARD**

<b>The Exposure Draft was first published on 23 September 2014. Subsequent amendments to the draft are as follows:</b>		
<b>Publication date</b>	<b>Reason for amendments</b>	<b>Clauses affected</b>
16 December 2014	Incorporate parties’ agreed changes	Various.
19 February 2015	Incorporate parties’ agreed changes	3.7, 5.2(a), 5.3(a), 5.3(b), 5.3(c), 12.3(c), 13.1, Schedule B.
19 February 2015	Incorporate changes resulting from <a href="#">[2014] FWCFB 9412</a>	1.2, 2.1, 2.2, 2.3, 5.3(b), 6.4(d), 23.2, 26.1(d), 31.1, 31.2, 32, 33, 34, 35, 38.1, 38.2, 39.1, Schedule G and Schedule I
4 November 2015	Incorporate technical amendments	Index title Part 2— and Part 4—, 7.15, 14
	Incorporate changes resulting from <a href="#">[2014] FWCFB 9412</a>	1, 2.1, Schedule G
	Incorporate changes resulting from <a href="#">[2015] FWCFB 644</a> and <a href="#">PR561478</a>	38.2(c)
	Incorporate changes resulting from <a href="#">[2015] FWCFB 3023</a> , <a href="#">PR567239</a> and <a href="#">PR568672</a>	31.2, 31.16
	Incorporate changes resulting from <a href="#">[2015] FWCFB 3500</a> , <a href="#">PR566677</a> , <a href="#">PR566818</a> and <a href="#">PR568050</a>	15, 16.1, 26, Schedule B, Schedule D, Schedule E, Schedule G
	Incorporate changes resulting from <a href="#">[2015] FWCFB 4658</a>	1.1, 1.2, 15.1, 23, 26, 31, Schedule B, Schedule I
	Incorporate changes resulting from <a href="#">[2015] FWCFB 6656</a>	1.5

	Incorporate changes resulting from <a href="#">[2015] FWCFB 7236</a>	3.9, 12, 13.1, 13.2, 13.5, 14, 15.1, 22, 26.4(e)(i), 28.2, 30.10, 30.13, 31, 34.5, 39.3, Schedule B, Schedule D, Schedule G, Schedule I
4 March 2015	Corrected error	38.2
4 March 2015	Inserted text from Vehicle Manufacturing, Repair, Services and Retail Award 2010 (vehicle stream)	See <a href="#">Statement - [2015] FWCFB 8979</a>
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		
<b>Parties should note that this draft does <u>not</u> incorporate any further amendments to the Manufacturing exposure draft arising from conferences before Commissioner Bissett since 4 November 2015</b>		

## EXPOSURE DRAFT

### Manufacturing and Associated Industries and Occupations Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Manufacturing and Associated Industries and Occupations Award 2010* (Manufacturing Award) as at 29 October 2015. This exposure draft does not seek to amend any entitlements under the Manufacturing Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/75](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

**This version of the Exposure draft is based on the Manufacturing exposure draft as at 4 November 2015 and includes provisions in relation to the **Vehicle Manufacturing** stream (from the *Vehicle Manufacturing, Repair, Services and Retail Award 2010*) highlighted.**



## Table of Contents

	Page
<b>Part 1— Application and Operation.....</b>	<b>6</b>
1. Title and commencement.....	6
2. The National Employment Standards and this award.....	6
3. Coverage.....	6
4. Award flexibility.....	13
5. Facilitative provisions.....	14
<b>Part 2— Types of Employment.....</b>	<b>18</b>
6. Types of employment.....	18
7. Apprentices.....	22
8. School-based apprentices.....	27
9. Cadets.....	28
10. Trainees.....	32
11. Unapprenticed juniors.....	33
<b>Part 3— Hours of Work.....</b>	<b>34</b>
12. Ordinary hours of work and rostering.....	34
13. Breaks.....	38
14. Ship trials.....	40
<b>Part 4— Wages, Allowances and Classifications.....</b>	<b>41</b>
15. Minimum wages.....	41
16. Apprentice minimum wages.....	49
17. Adult apprentice minimum wages.....	56
18. Cadet minimum wages.....	56
19. Trainee minimum wages.....	59
20. Unapprenticed junior minimum wages.....	62
21. Supported wage system.....	64
22. Extra rates not cumulative.....	64

23.	Payment of wages.....	64
24.	Employer and employee duties .....	65
25.	National training wage.....	66
26.	Allowances and special rates .....	66
27.	Superannuation.....	82
<b>Part 5— Penalties and Overtime.....</b>		<b>84</b>
28.	Penalties.....	84
29.	Shiftwork and rates—vehicle manufacturing employees.....	87
30.	Overtime .....	88
<b>Part 6— Leave, Public Holidays and Other NES Entitlements .....</b>		<b>93</b>
31.	Annual leave.....	93
32.	Personal/carer’s leave and compassionate leave.....	100
33.	Parental leave and related entitlements .....	100
34.	Public holidays.....	100
35.	Community service leave .....	101
36.	Absence from duty.....	101
37.	Abandonment of employment .....	102
38.	Termination of employment.....	102
39.	Redundancy.....	102
<b>Part 7— Consultation and Dispute Resolution.....</b>		<b>104</b>
40.	Consultation .....	104
41.	Dispute resolution.....	105
42.	Dispute resolution procedure training leave .....	106

**Part 8 - Vehicle Manufacturing Employees covered by clause 3.8(a)(xi) *AGREED TO INSERT***

Schedule A – Classification Structure and Definitions .....	117
<b>Schedule B – Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades and Post-trades</b> .....	<b>137</b>
Schedule C – Summary of Wage Rates .....	156
Schedule D – Summary of Monetary Allowances.....	163
Schedule E – Supported Wage System .....	169
Schedule F – School-based Apprenticeships .....	172
Schedule G – National Training Wage .....	174
Schedule H – 2015 Part-day public holidays .....	188
Schedule I – Definitions.....	190

DRAFT

## Part 1—Application and Operation

### 1. Title and commencement **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- 1.1 This award is the *Manufacturing and Associated Industries and Occupations Award 2016*.
- 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.
- 1.4 Schedule I—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. The National Employment Standards and this award **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 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.

### 3. Coverage

- 3.1 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. **AGREED**
- 3.2 The award does not cover: **AGREED**
  - (a) an employer who is outside the scope of clause 3.8(a) or (b) unless such an employer employs an employee covered by clause 3.8(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 3.10.

- 3.3** This award does not cover: **AGREED**
- (a) employees excluded from award coverage by *Fair Work Act 2009* (Cth) (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.
- 3.4** This award covers any employer which supplies labour on an on-hire basis in the industry (or industries) set out in clauses 3.8(a) or (b) in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry (those industries). **AGREED**
- 3.5** This award covers any employer which supplies on-hire employees in occupations set out in clause 3.8(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. **AGREED**
- 3.6** Clauses 3.4 and 3.5 operate subject to exclusions from coverage in this award. **AGREED**
- 3.7** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industries and/or parts of industry and/or occupations set out at clause 3.8 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 3.8 are being performed. Clause 3.7 operates subject to the exclusions from coverage in this award. **AGREED**
- 3.8** 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 3.9;  
or
      - the materials or substances set out in clause 3.9; or
      - any products, structures, articles, parts or components made from, or containing, the materials or substances set out in clause 3.9. **AGREED**
    - (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 3.8(a)(i). **AGREED**

- (iii) the repair, refurbishment, reconditioning, maintenance, installation, testing and fault finding of: **AGREED**
- any of the items referred to in clause 3.8(a)(i); or
  - floor covering; or
  - plant, equipment and buildings (including power supply) in the industries and parts of industries referred to in clauses 3.8(a)(i) and (ii); or
  - plant, equipment and buildings (including power supply) in any other industry.
- (iv) mechanical and electrical engineering. **AGREED**
- (v) space tracking. **AGREED**
- (vi) farriery (other than in the racing industry). **AGREED**
- (vii) bottle merchants. **AGREED**
- (viii) the printing and processing of photographs from film. **AGREED**
- (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. **AGREED**
- (x) handling, sorting, packing, despatching, distribution and transport in connection with any of the foregoing industries or parts of industries. **AGREED**
- (xi) 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. **AGREED TO DELETE**
- (xii) manufacturing, assembling, fabricating, installing, servicing, maintaining, reconditioning or repairing of engines or vehicle servicing equipment and agricultural machinery or implements or the like where such employer immediately prior to 31 December 2009 was bound by clause 1.5.4(a) of the *Vehicle Industry Award 2000* [[AP801818CRV](#)]. **AGREED TO DELETE**
- (xi) the industries and parts of industries in clause 3.8(a)(xii) in respect of: **AGREED**
- 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 31 December 2017; and
  - employers established after 31 December 2017 that are principally engaged in one or more of the industries or parts of industries in clause

3.8(a)(xii) but excluding employers and employees covered by the *Vehicle Repair, Services and Retail Award 2018*;

Note: Clauses 3.8(a)(xi) and (xii) do not disturb the meaning and effect of other coverage provisions in clause 3.

**(xii)** For the purposes of clause 3.8(a)(xi), the industries and parts of industries are:

**AGREED**

- 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 3.8(a)(xi) and (xii) operate from 1 January 2018. **AGREED**

- (b)** the provision of any of the operations or services set out in clause 3.8(a) on a contract basis by one business to another business, where the first business is independent of the second business. **AGREED**
- (c)** the following occupations: **AGREED**
- (i)** maintenance employees in the engineering streams.
  - (ii)** technical workers.
  - (iii)** draughtspersons.
  - (iv)** production planners.
  - (v)** trainee engineers.
  - (vi)** trainee scientists.
  - (vii)** engine drivers.

**3.9** For the purposes of clause 3.8(a)(i), the products, structures, articles, parts, components, materials and substances include: **AGREED**

- (a)** all products made from, or containing, steel, iron, metal, sheet metal, tin, brass, copper and non-ferrous metal.
- (b)** melting and smelting of metals.
- (c)** articles made from wire and the drawing and insulation of wire.
- (d)** industrial gases.

- (e) ships, boats, barges and marine vessels of all descriptions, and components.
- (f) aircraft and components.
- (g) locomotives, rolling stock, railway line and components.
- (h) motor engines, motor cars, motor cycles and other motor driven vehicles and components.
- (i) industrial machinery.
- (j) tools, saws, dies, gauges and moulds.
- (k) electrical, electronic, telecommunications, lighting, radio, television and X-ray products, equipment, apparatus, installations, appliances, devices and signs.
- (l) recording, measuring and controlling devices for electricity, fluids, gases, heat, temperature, pressure, time, weight, mass, etc.
- (m) stoves, ovens, steam cookers, refrigerators, kitchenware, household utensils, irons, radiators, heaters, furniture, toys, sporting goods, perambulators, window frames, agricultural implements, machinery and appliances, safes, strong rooms, wet batteries, dry batteries, metallic containers, canisters, drums, lifts, elevators, air-conditioning plant/equipment, bridges, girders, gates, fences, frames, engine packing, brushes and brooms.
- (n) insulation materials and articles.
- (o) clay and ceramic articles, including but not limited to bricks, refractory bricks, terra cotta products, tiles, pipes, pottery, tableware and flower pots.
- (p) jewellery, watches and clocks (including cases), badges, name-plates, precious metal products and precious stones.
- (q) medical and optical instruments, appliances and equipment, including but not limited to spectacles, contact lenses and artificial limbs.
- (r) brake linings, disc pads, clutch facings and other friction materials for automotive or other industrial applications.
- (s) all products made from or containing plastic or rubber, or substitutes for plastic or rubber.
- (t) synthetic resins, powders, tablets, etc, used in the plastics industry.
- (u) duperite, bakelite, casein or similar compositions, synthetic rubberlikes, guttaperchalikes, rubberlike plastics, nitrocellulose, celluloid, leathercloth and elastomers.



- (v) thermoplastics and thermo-setting plastics, cellulose plastics, perspex, cellulose acetate butyrate, polymethyl methacrylate, nylon 66, polyethylene terephthalate, acronitrile-butadiene-styrene, epoxy resins, laminates of all descriptions, polymers of all descriptions and all long chain organic materials generally known as plastics.
- (w) transmission cables which encompasses power and communication cables (including single strand) whether insulated or not.
- (x) abrasive wheels and stones, bounded abrasives, articles or goods containing a thermoplastic and/or a thermosetting plastic and allied products.
- (y) all types of tapes including pressure sensitive tapes, cellulose adhesive tape, masking, cloth, metal, paper, plastic tapes in rolls or sheet form, films, papers or cloth surface coated with abrasives, and abrasive coated materials and abrasive coated and/or uncoated articles of all descriptions, impregnated and/or coated or uncoated films, papers or cloths, plastic ribbons, adhesives, laminates, sealers, coatings and elastic cements, and associated machinery and/or dispensing equipment using any of the above products.
- (z) gelatine, glue, agar, and their by-products, dried residues, filter earth dextrine and adhesives of all descriptions, and other like materials.
- (aa) artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis.
- (bb) fungicides, insecticides, vermin destroyer and weed destroyer (except for spraying, fumigating, poisoning or otherwise applying such substances).
- (cc) paint, decorative or protective surface coatings or coverings and associated products.
- (dd) rope, cordage, twine, yarn, thread and braid made from jute or flax and/or any fibre or synthetic fibre in substitution therefore and all products made from such rope, cordage, twine, yarn, thread and braid.
- (ee) skins, pelts, leather, canvas, fibre, vulcanised fibre, webbing, bark and other tanning extracts and all substitutes and all products made therefrom, including but not limited to saddles, harnesses, whips, machine belting, sporting goods, travel goods, handbags, wallets, belts, gloves, hats, sails, tents, tarpaulins, umbrellas, parachutes, car seats, gaskets, beach shelters, deck chairs, cargo nets, shipsgear and life jackets.
- (ff) all types of flat glass and fibreglass, and all substitutes, and all products made therefrom including but not limited to flint ware, bottles, containers, jars, bricks, light bulbs, opal ware, pyrex ware, translucent reinforced sheeting, tubing, rods and lamp shades.
- (gg) gypsum, plasterboard, fibre cement and similar materials and all products made therefrom.
- (hh) furnishings made from cane, bamboo and other like materials.

- (ii) upholstery, furnishing drapery, blinds, screens, awnings, mattresses and bedding.
- (jj) flooring products made from other than wood.
- (kk) picture frames made from other than wood.
- (ll) musical instruments made from other than wood.
- (mm) non-food grocery products including candles, soap, soap powders and extracts, soda, blue (washing), boot blacking, boot polish, boot paste, boot stains, blacklead, charcoal, coal dust, cloudy ammonia, dubbin, ebonite shine, furniture polish, glycerine, greasers, harness dressing, harness compounds, ink, knife polish, kindlers, linoleum and oilcloth polish, metal polish, moulders, blacking, oils, phenyle, plumbargo preparations, stove polish, and vaseline.
- (nn) refractory materials.
- (oo) cork and cork products.

**3.10** Manufacturing and Associated Industries and Occupations does not mean:

- (a) plumbers, unless employed in establishments covered by this award. **AGREED**
- (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. **AGREED**
- (c) security personnel. **AGREED**
- (d) gardeners. **AGREED**
- (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. **AGREED**
- (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. **AGREED**
- (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. **AGREED**
- (h) employees of electrical contractors, being any entity principally engaged in the business of providing electrical services on a contract basis. **AGREED**
- (i) employers or employees engaged in glass and glazing work or glass and glazing contracting covered by the *Joinery and Building Trades Award 2016*. **AGREED**

- (j) an employer who, on 31 December 2009 was engaged in the manufacture and/or assembly of metal parts or accessories and was bound to observe the *Metal, Engineering and Associated Industries Award 1998*. **AGREED TO DELETE**

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.

**AGREED**

**4. Award flexibility** **AGREED TO DEAL WITH THIS CLAUSE THROUGH THE PLAIN LANGUAGE DRAFTING OF COMMON CLAUSES**

This provision is being reviewed as a common issue

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;

- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

**4.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

**4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.

**4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

### **5.1 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 5.2, 5.3 and 5.4. ***AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

**5.2 Facilitation by individual agreement *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

Clause number	Provision
6.3(b)	Minimum engagement for part-time employees
6.3(d)	Variation to hours of part-time employment
6.4(b)(iv)	Minimum wages—casual employees
6.4(c)	Minimum engagement for casuals
6.8(ii)	Time off instead of payment for overtime
12.9	Make-up time
13.5(b)	Meal break
13.6(b)(iii)	Crib break
15.1(g)	Annualised salary arrangement
26.1(c)(iv)	Tool allowance
30.7	Time off instead of payment for overtime
30.10(e)	Rest break
30.11(e)	Rest period after overtime
31.14	Deferment of annual leave
34.6	Public holiday work

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

**5.3 Facilitation by majority or individual agreement *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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
6.5(f)	Period for casual election to convert
12.2(c)	Ordinary hours of work for day workers on weekends
12.2(d)	Variation to the spread of hours for day workers
12.7	Methods of arranging ordinary working hours
13.1(a)	Working in excess of five hours without a meal break
23.1(b)	Payment of wages
28.2(c)	Variation to the spread of hours for shiftworkers
34.4	Substitution of public holidays by agreement

- (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 5.3(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 5.3(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.

**5.4 Facilitation by majority agreement *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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
12.3(c)	Ordinary hours of work, continuous shiftworkers
12.5(b)	Ordinary hours of work, non-continuous shiftworkers
12.7(c)	12 hour shifts
<b>13.6(c)</b>	<b>Meal breaks</b>
28.2(j)(v)	Public holiday shifts
<b>12.4(e)</b>	<b>Ordinary hours of work—continuous shiftworkers</b>
<b>12.6(c)</b>	<b>Ordinary hours of work—non-continuous shiftworkers</b>
31.5	Conversion of annual leave to hourly entitlement
31.10(g)	Annual close down

(b) Where agreement is reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 5.4(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
12.3(c)	Ordinary hours of work, continuous shiftworkers
12.5(b)	Ordinary hours of work, non-continuous shiftworkers
23.1(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.

**5.5 Majority vote at the initiation of the employer *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

A vote of employees in the workplace or a section or sections of it which is taken in accordance with clauses 5.3(a) and 5.4 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

### 6. Types of employment **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

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

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

### 6.2 Full-time employment

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

**AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

### 6.3 Part-time employment

- (a) 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. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (b) A part-time employee must be engaged for a minimum of three 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 less than the minimum of three hours. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (c) Before commencing part-time employment, the employee and employer must agree in writing on: **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
  - (i) 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
  - (ii) the classification applying to the work to be performed in accordance with Schedule A—Classification Structure and Definitions.
- (d) The terms of the agreement in clause 6.3(c) may be varied by consent in writing. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (e) The employer must retain a copy of any agreement or variation made under clause 6.3(c) or (d) and provide a copy to the employee. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (f) Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 6.3(c) and (d). **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**



- (g) 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. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (h) A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 6.3(c) and (d) must be paid overtime in accordance with clause 29—Overtime. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (i) **Public holidays** **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (i) 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.
- (ii) Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 26.4(e), 12.2(g) and 30.6

#### 6.4 Casual employment

- (a) A casual employee is one engaged and paid as such. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (b) **Casual loading**
- (i) For working ordinary time, a casual employee must be paid: **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- the minimum hourly rate as specified in clause 15.1 for the work being performed; plus
  - a loading of **25%** of the minimum hourly wage.
- (ii) The casual loading constitutes part of the casual employee's all purpose rate. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (iii) **The 25% casual loading in this clause does not apply to vehicle manufacturing employees in the technical field covered by clause 3.8(a)(ix). The casual loading for these employees is prescribed in Part 8 of this award. AGREED**
- ~~(iv) — 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. **MOVED TO PART 8**~~
- ~~(v) — 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. **MOVED TO PART 8**~~

- (c) On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours' work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum of four hours **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (d) When engaging a casual employee, the employer must inform the employee: **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (i) that the employee is being engaged as a casual employee;
  - (ii) of the name of their employer;
  - (iii) of their classification level and rate of pay; and
  - (iv) of the likely number of hours they will be required to perform.

**6.5 Casual conversion to full-time or part-time employment** **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

**(a) Eligible casual employee**

An eligible casual employee is a casual employee:

- (i) who works on a regular and systematic basis;
- (ii) who is employed for a sequence of periods of six months; and
- (iii) whose employment is to continue beyond the period of six months.

(b) An eligible casual employee has the right, after six months, to elect to have their contract of employment converted to full-time or part-time employment.

**(c) Notice and election of casual conversion**

- (i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 6.5 within four weeks of the employee having become an eligible employee.
- (ii) The employee retains their right of election under clause 6.5 if the employer fails to comply with clause 6.5(c)(i).
- (iii) An eligible casual employee may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment either:
  - upon receiving notice under clause 6.5(c)(i); or
  - after the expiry of the time for giving notice.

- (iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment within four weeks of receiving written notice is deemed to have elected against any conversion.

**(d) Full-time or part-time conversion**

- (i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment on the basis of the same number of hours and times of work as previously worked.
- (ii) An eligible casual employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment on the basis of the same number of hours and times of work as previously worked.
- (iii) However, the employer and the employee may agree on an alternative arrangement.
- (iv) If an eligible casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 6.5(c)(iii), the employer and employee must, subject to clause 5—Facilitative provisions, discuss and agree on:
  - which form of employment the employee will convert to, being full-time or part-time; and
  - if the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 6.3(c).
- (v) Following agreement being reached the employee converts to full-time or part-time employment.

**(e) Employer consent or refusal to casual conversion**

- (i) The employer must consent or refuse the election within four weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.
- (ii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (iii) After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.

**(f) Variation of the casual conversion six-month eligibility period**

- (i) Clause 6.5(a) may be varied as if the reference to six months is a reference to 12 months by agreement between the employer and the majority of the

employees in the relevant workplace or a section or sections of it, or with the casual employee concerned.

- (ii) An agreement to vary the six-month period with an individual employee must be reached within the two months before the period of six months referred to in clause 6.5(a).
- (iii) The employer may only make an agreement with an individual employee or group of employees who are currently engaged.
- (iv) Any agreement reached must be kept by the employer as a time and wages record.

6.6 An employee must not be engaged and re-engaged to avoid any obligation under this award. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

**6.7 ~~Supervisor/trainer/co-ordinator field~~ **AGREED TO DELETE****

**(a) ~~Contract of employment~~**

- ~~(i) The employer will in writing advise an employee in the supervisor/trainer/co-ordinator field whether the contract of employment is on a weekly, fortnightly, bi-monthly or monthly basis and the period as advised will resume as the frequency for payment of wages and the period of notice or payment instead of notice required to terminate the contract of employment.~~
- ~~(ii) Nothing in this section will detract from an employer's right to dismiss any employee without notice for neglect of duty or misconduct.~~

**6.8 ~~Conditions of employment~~ **AGREED TO DELETE****

- ~~(i) The conditions of employment to apply to employees covered by this Section will not be less favourable than those prescribed under the award.~~
- ~~(ii) However, where it has been the custom to do so and the employer and employee agree, time off with pay may be taken instead of payment for overtime work, shiftwork or work on Sundays or public holidays.~~
- ~~(iii) Within one month of commencement of employment as a Trainer/supervisor/co-ordinator Level 1 or 2 under this section, the employer will provide to an employee, details of classification, details of total remuneration and whether or not and over what period of time it includes any element compensating the employee in whole or in part for overtime work, shiftwork, or Sundays or public holidays.~~

## 7. Apprentices

7.1 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 7—Apprentices where declared or recognised by an

apprenticeship authority. Subject to appropriate State legislation, an employer will not employ an unapprenticed junior in a trade or occupation provided for in clause 7—Apprentices.

- 7.2** For the purposes of clause 7—Apprentices, **apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship.
- 7.3** 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.
- 7.4** An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the training package determined from time to time by Manufacturing Skills Australia or its successors and endorsed by the National Skills Standards Council or its successor. Such apprenticeships include but are not limited to the following trades: **Boilermaker and/or structural steel tradesperson**, **Electrical mechanic**, Engineering Tradesperson (Mechanical), Engineering Tradesperson (Fabrication), Engineering Tradesperson (Electrical/Electronic), Higher Engineering Tradesperson and Advanced Engineering Tradesperson, **Moulder and/or coremaker (jobbing)**, **Wood machinist—1st class**. 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.
- 7.5** 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 level of work, they must be classified at the C7 level.
  - (b)** The training program for each Higher Engineering Tradesperson apprentice is to be consistent with the minimum training requirement for the classification of the C7 level Special Class Tradesperson, as determined from time to time by Manufacturing Skills Australia and as endorsed by the National Skills Standards Council. Each apprentice must also complete the requirements for a trade certificate as defined in clause 7.4, 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 Manufacturing Skills Australia and as endorsed by the National Skills Standard

Council. Each apprentice must also complete the requirements for a trade certificate as defined in clause 7.4, and a Certificate IV in Engineering as part of the training program leading to the completion of the Diploma of Engineering.

- 7.6** 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.
- 7.7** The nominal period of the apprenticeship is four years, however this period may be varied as follows:
- (a) to make up for lost time as set out in clause 7.16; and/or
  - (b) with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired; and/or
  - (c) it may be extended by up to six months in Stage 3 and 12 months in Stage 4 in the Advanced Engineering Tradesperson apprenticeship where required to complete the competencies.
- 7.8** Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
- (a) the qualification specified in the training contract is successfully completed; and
  - (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
  - (c) the requirements of the relevant State/Territory apprenticeship authority and any requirements of Manufacturing Skills Australia with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
  - (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- 7.9** 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.
- 7.10** The probationary period of an apprentice is as set out in the training contract consistent with the requirement of the apprenticeship authority and with State legislation but must not exceed three months.

### **7.11 Apprentice conditions of employment**

- (a)** Except as provided in clause 7—Apprentices or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
  - (i)** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
  - (ii)** Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This clause operates subject to the provisions of Schedule F—School-based Apprentices.
  - (iii)** The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.
- (b) Payment of fees and textbooks**
  - (i)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within three 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 six 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 7.11(b)(i) above.
- (c) Travel payment for block release training**
  - (i)** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternate RTO and the use of the more distant RTO is not agreed between the employer and the apprentice.
  - (ii)** For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause

excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

- (iii) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

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

**7.13** The minimum wages applying to apprenticeships are dealt with in clause 16— Apprentice minimum wages and no apprentice is to work under a system of payment by results.

**7.14** In order to undertake trade training in accordance with clauses 7.4 and 7.5 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.

**7.15** 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.

**7.16 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 16.7 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.

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

**7.18 Competency based progression**

- (a) For the purpose of competency based wage progression in clauses 16 and 17 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:



- (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 16.7 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
  - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
  - (iii) either:
    - (A) the 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 7.18(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 7.18(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 7.18(a)(iii) or on a date as determined under the dispute resolution process in clause 7.18(b).

**8. School-based apprentices *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

## 9. Cadets **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

### 9.1 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, being an advanced diploma or equivalent. The cadet must have achieved **50%** of the modules required for the qualification as a full-time or part-time student before commencing employment with the employer.

### 9.2 Technology Cadets

(a) For the purposes of this clause:

(i) **Approved Training** means training which is specified in the training plan which is part of the training contract registered with the relevant State or Territory Training Authority. It includes training and assessment undertaken both on and off-the-job in a Technology Cadetship and involves formal instruction, both theoretical and practical, supervised practice and assessment. The training reflects the requirements of the Technology Cadetship from the relevant Training Package endorsed by the National Skills Standards Council and leads to a qualification under the Australian Qualifications Framework.

(ii) **Technology Cadet** means a person who is undertaking a Technology Cadetship. The person is a signatory to a training contract registered with the relevant State or Territory Training Authority and is involved in paid work and structured training which may be on or off-the-job. A Technology Cadet does not include a person who already has the qualification to which the Technology Cadetship is directed or a person engaged as an apprentice, trainee or cadet under this award.

(iii) **Relevant State or Territory legislation** means the following legislation or any successor legislation:

- In the **Australian Capital Territory**, the *Vocational Education and Training Act 1995* (ACT).
- In **New South Wales**, the *Apprenticeship and Traineeship Act 2001* (NSW).
- In the **Northern Territory**, the *Northern Territory Employment and Training Authority Act 1991* (NT).
- In **Queensland**, the *Training and Employment Act 2000* (Qld).
- In **South Australia**, the *Training and Skills Development Act 2008* (SA).

- In **Tasmania**, the *Vocational Education and Training Act 1994* (Tas).
  - In **Victoria**, the *Vocational Education and Training Act 1990* (Vic).
  - In **Western Australia**, the *Vocational Education and Training Act 1996* (WA).
- (iv) **Relevant State or Territory Training Authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to Technology Cadetships and register training agreements under the relevant State or Territory vocational education and training legislation.
- (v) **Technology Cadetship** means a system of employment and training which has been approved by the relevant State or Territory Training Authority and endorsed by the National Skills Standards Council at AQF 3 Level or above and that leads to a qualification as a Technology Cadet in a National Training Package which is consistent with that determined from time to time by Manufacturing Skills Australia or a predecessor body.
- (vi) **Training contract** means a contract for employment and training in a Technology Cadetship made between an employer and a Technology Cadet which is approved by and/or registered with the relevant State or Territory Training Authority.
- (vii) **Training Package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualifications endorsed for an industry or enterprise by the National Training Quality Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.
- (viii) **Training Plan** means a program of training which forms part of the training contract registered with the relevant State or Territory Training Authority.
- (b) The Technology Cadetship consists of four Stages. A Technology Cadet may enter the Technology Cadetship at Stage 1, 2, 3 or 4 provided that the entry requirements for the relevant stage are met. Progression through the Technology Cadetship is competency based. Where on-the-job training, off-the-job training and assessment has been successfully completed for a particular stage, by agreement between the employer and the Technology Cadet in writing and with the consent of the relevant State or Territory Training Authority, the relevant stage of the Cadetship will conclude. The entry and progression requirements and the maximum duration for each stage of the Technology Cadetship are set out in the following table:

Classification	Entry and progression requirements	Maximum duration of technology cadetship
Technology Cadet - Stage 1	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 3 Level. At the conclusion of this Stage the person will have successfully completed the qualification.	Subject to clause 9.2(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.	<p><b>Where a Technology Cadet has completed Stage 1 and progresses to Stage 2</b> then, subject to clause 9.2(d), Stage 2 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p> <p><b>Where a Technology Cadet enters the Cadetship at Stage 2</b> then, subject to clause 9.2(d), Stage 2 of the Technology Cadetship must not exceed two years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to two and a half years.</p>
Technology Cadet – Stage 3	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 5 Level. At the conclusion of this stage the person will have successfully completed the qualification.	<p><b>Where a Technology Cadet has completed Stage 2 and progresses to Stage 3</b> then, subject to clause 9.2(d), Stage 3 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p>

Classification	Entry and progression requirements	Maximum duration of technology cadetship
		<p><b>Where a Technology Cadet enters the Cadetship at Stage 3</b> then, subject to clause 9.2(d), Stage 3 of the Technology Cadetship must not exceed three years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to three and a half years.</p>
Technology Cadet – Stage 4	<p>A person at this level is undertaking a contract of training as a Technology Cadet at AQF 6 Level. At the conclusion of this Stage the person will have successfully completed the qualification.</p>	<p><b>Where a Technology Cadet has completed Stage 3 and progresses to Stage 4</b> then, subject to clause 9.2(d), Stage 4 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p>
		<p><b>Where a Technology Cadet enters the Cadetship at Stage 4</b> then, subject to clause 9.2(d), Stage 4 of the Technology Cadetship must not exceed four years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to four and a half years.</p>

- (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 9.2(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 three 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 9.2(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.

## 10. Trainees

- 10.1 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. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- 10.2 A trainee in the technical field must be allowed reasonable time (not exceeding an average of eight hours per week during a school term) for the purpose of attending classes in connection with the appropriate certificate course on the same basis as apprentices in the establishment are allowed time off for day time schooling. For this purpose, years of experience as a trainee is equivalent to years of

apprenticeship. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- 10.3** The course of study each year for a trainee engineer or trainee scientist must be agreed between the employer and trainee so that the maximum attendance at the approved educational institution does not exceed three nights per week of two hours' lecture or three hours' practical work each. All other time necessary for attendance at the approved educational institution to permit compliance with the syllabus thereat must be allowed off during the day without loss of pay. In the event of disagreement between the employer and the trainee regarding the course of study for any year, the recommendation of the educational institution must be accepted. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

#### **10.4 Payment of fees**

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

- 10.5** 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. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- 10.6** 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. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

### **11. Unapprenticed juniors**

The terms of this award apply to unapprenticed juniors except where otherwise stated in this award. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

## Part 3—Hours of Work

### 12. Ordinary hours of work and rostering

#### 12.1 Hours of work **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- (a) Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.
- (b) Facilitative provisions in clauses 12.2 to 12.7 operate in conjunction with clause 5.3

#### 12.2 Ordinary hours of work—day workers **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- (a) Subject to clause 12.7, 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 12.7.
- (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.
- (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 altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.
- (e) 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.
- (f) Where agreement is reached in accordance with clause 12.2(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.
- (g) A day worker required to work on a public holiday must be paid for a minimum of three 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.



**12.3 Ordinary hours of work—continuous shiftworkers—~~employees not engaged in vehicle manufacturing~~ *AGREED THAT THIS CLAUSE WILL NOT APPLY TO PART 8 EMPLOYEES***

- (a) This subclause ~~12.3 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The provisions relating to ordinary hours for continuous shiftworkers for these employees are prescribed in Part 8 of this award~~
- (b) **Continuous shiftwork** means worked carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (c) Subject to clause 12.3(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.
- (d) The ordinary hours for continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 12.7.
- (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 are 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.

**12.4 Ordinary hours of work—continuous work shifts—~~employees engaged in vehicle manufacturing~~ *MOVED TO PART 8***

- (a) For the purposes of clause 12.4 and clause 29.1, **continuous work** means work carried out on consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks (if any).
- (b) An employee working on continuous work shifts will work up to six 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 12.4(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 eight 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 change over 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.

**12.5 Ordinary hours of work—non-continuous shiftworkers—employees not engaged in vehicle manufacturing** ~~AGREED THAT THIS CLAUSE WILL NOT APPLY TO PART 8 EMPLOYEES~~

- (a) This subclause 12.5 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The provisions relating to ordinary hours for non-continuous shiftworkers for these employees are prescribed in Part 8 of this award
- (b) Subject to clause 12.5(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 12.7.
- (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.

**12.6 Ordinary hours of work—other than continuous work shifts—employees engaged in vehicle manufacturing** ~~MOVED TO PART 8~~

- (a) This clause applies to shiftworkers not on continuous work as defined in clause 12.4(a).
- (b) Subject to clause 12.6(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 five 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 eight 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.

## 12.7 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 12.2(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. **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (b) The matters on which agreement may be reached include: **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
  - (i) how the hours are to be averaged within a work cycle established in accordance with clauses 12.2, 12.3 and 12.5 or clauses XX and XX of Part 8 for vehicle manufacturing employees covered by clause 3.8(a)(ix).
  - (ii) the duration of the work cycle for day workers provided that the duration does not exceed three months;
  - (iii) rosters which specify the starting and finishing times of working hours;
  - (iv) a period of notice of a rostered day off which is less than four weeks;
  - (v) substitution of rostered days off;
  - (vi) accumulation of rostered days off;
  - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and

(viii) any arrangements of ordinary hours which exceed eight hours in any day.

**(c) 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 28.2(g),

**12.8 Daylight saving *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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).

**12.9 Make up time *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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.

**13. Breaks**

**13.1 Meal breaks *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An employee must not be required to work for more than five 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 five hours, an employee must not be required to work for more than six hours without a break for a meal break; or

- (b) by agreement between an employer and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at the applicable rate of pay without a meal break.

**13.2 Paid meal breaks—continuous shiftworkers *AGREED***

Continuous shiftworkers are entitled to a 20 minute paid meal break in accordance with clause 12.3(c). This subclause 13.2 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix).

**13.3 Paid breaks *AGREED***

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. This subclause 13.3 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix).

**13.4 Timing of taking breaks *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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.

**13.5 Working through meal breaks *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (a) Subject to clause 13.1, an employee must work during meal breaks at the applicable rate of pay 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 13—Breaks and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, employees must be paid **150%** of the applicable rate of pay for all work done during meal hours and thereafter until a meal break is taken.

**13.6 Special provisions for vehicle manufacturing employees**

- (a) Where rostered breaks are available such breaks may be staggered for particular work sections within one hour of the break being scheduled.

**(b) Crib break**

- (i) An employee working on a Sunday or a public holiday for more than nine and a half hours will at the end of eight hours be allowed a crib break of 20 minutes which will be paid for at the minimum rate.
- (ii) An employee working on a Sunday or a public holiday for more than eight hours will be allowed a crib break of 20 minutes without deduction of pay after each four hours worked beyond eight hours providing the employee continues work after such crib break.
- (iii) An employer and employee may agree to a variation of this subclause 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.

**(c) Meal break—technical field employees**

In respect of vehicle manufacturing employees engaged in the technical field, the meal break 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.

**(d) Morning and afternoon tea—technical field employees**

- (i) Employees are entitled to a 10 minute morning tea rest period at a time fixed by the employer.
- (ii) Employees are permitted to partake of a refreshment in the afternoon without interrupting work.

**14. Ship trials *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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:

- 14.1** 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.
- 14.2** 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.
- 14.3** 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.

- 14.4** The employee must be paid **125%** of the applicable hourly rate for time on duty while the vessel is at wharf and **150%** of the applicable hourly rate for time on duty while the vessel is in harbour or at sea.

## Part 4—Wages, Allowances and Classifications

### 15. Minimum wages

#### 15.1 Adult employee minimum wages

- (a) An adult employee, other than one specified in clause 15.1(c), within a level specified in the following table will be paid not less than the rate per week 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 and Post-trades**, in which the employee is working:

Classification level	Minimum weekly wage	Minimum hourly wage
	\$	\$
C14	656.90	17.29
V1		
C13	675.90	17.79
V2		
C12	701.80	18.47
V3		
C11	725.90	19.10
V4		
C10	764.90	20.13
V5		

Classification level	Minimum weekly wage	Minimum hourly wage
	\$	\$
C9	788.80	20.76
V6		
C8	812.80	21.39
V7		
C7	834.60	21.96
V8	836.70	22.02
C6	876.90	23.08
V9		
C5	894.80	23.55
V10		
C4	918.80	24.18
V11		
C3	966.90	25.44
V12		
C2(a)	991.00	26.08
V13		
C2(b)	1,034.30	27.22
V14		
<b>Driver classifications</b>		
D1	735.50	19.36



Classification level	Minimum weekly wage	Minimum hourly wage
	\$	\$
D2	744.40	19.59
D3	735.40	19.83
D4	764.10	20.11

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

- (b) The rates in clause 15.1(a) prescribe minimum classification rates only. Employees may also be entitled to allowances, loadings or penalties under other clauses of this award.
- (c) The following adult employees are not entitled to the minimum wages set out in the table in clause 15.1(a):
- (i) an adult apprentice (see clause 17—Adult apprentice minimum wages);
  - (ii) a trainee (see clause 19—Trainee minimum wages);
  - (iii) an employee receiving a supported wage (see Schedule E—Supported Wage System); and
  - (iv) an employee covered by clauses 15.1(e), (f) or (g) and (h).
- (d) **Phasing in of wage rates for employees without relevant work experience**

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

Qualification	Years of relevant experience	% of relevant classification level
Advanced Certificate or National Diploma	0	77% of C5/V10 level
	1	85% of C5/V10 level
	2	96% of C5/V10 level
	3	100% of C5/V10 level
Associate Diploma or National	0	72% of C3/V10 level

Qualification	Years of relevant experience	% of relevant classification level
Advanced Diploma	1	79% of C3/V12 level
	2	89% of C3/V12 level
	3	93% of C3/V12 level
	4	100% of C3/V12 level

- (e) 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 15.1(d) but who otherwise meets the requirements of the relevant classification definition must be paid in accordance with the following formula:

Years of relevant experience	% of C9/V6 level
0	83%
1	88%
2	95%
3	100%

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

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

**(g) Annualised salary arrangement for Supervisor/Trainer/Coordinator—Levels I and II**  
**AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- (i) Notwithstanding clause 15.1(f), an employer and an individual employee who is a Supervisor/Trainer/Coordinator Level I or II (as defined in (d)(i) and (d)(ii) of the definition of the supervisor/ trainer/coordinator field in Schedule I—Definitions) may agree to implement an annualised salary arrangement for the

employee. The terms the employer and the individual employee may agree to incorporate within the annualised salary arrangement are:

- minimum wages;
  - overtime rates;
  - penalty rates;
  - allowances;
  - leave loadings; and
  - payment of wages.
- (ii) An employee's salary must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the factors in clause 15.1(g)(i).
- (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (iv) The agreement between the employer and the individual employee must:
- be confined to an annualised salary arrangement incorporating any or all of the terms in clause 15.1(g)(i); and
  - not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- (v) For the purposes of clause 15.1(g)(i) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:
- the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
  - the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- (vi) The agreement between the employer and the individual employee must also:
- be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- state each term of this award that the employer and the individual employee have agreed to incorporate within the agreement;
  - detail how the agreement does not disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment; and
  - state the date the agreement commences to operate.
- (vii) The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- (viii) An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (ix) The agreement may be terminated:
- by the employer or the individual employee giving 12 months’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - at any time, by written agreement between the employer and the individual employee.
- (h) A Supervisor/Trainer/Coordinator—Technical is paid an allowance in accordance with clause 26.1(f).

**15.2 Higher duties *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

**15.3 ~~Lower grades duty~~ *AGREED TO DELETE***

~~An employee who is called upon to perform work of a lower grade than that in which they are normally engaged, will suffer no reduction of salary on that account.~~

**15.4 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 and Post-trades** apply to employees covered by this award except where otherwise stated.

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

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

- (i)** Procedures for classifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide (the Guide) distributed by Manufacturing Skills Australia “MSA” ([www.mskills.com.au](http://www.mskills.com.au)).
- (ii)** Where there is agreement to implement the competency standards at the enterprise, or in the event that the classification of an employee is called into question, the issue is to be settled by the application of competency standards in accordance with clause 15.4(c) 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 15.4(c)(iii).
- (iii)** Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the employee must be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee’s work.
- (iv)** Other provisions to be followed where competency standards are being implemented in an enterprise are that:
- management and employee representatives responsible for overseeing the implementation of competency standards within an enterprise must be given access to briefing and/or training courses on the competency standards and their implementation prior to implementation; and
  - such briefings and/or training courses on the competency standards and their implementation must be approved by Manufacturing Skills Australia and can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a Manufacturing Skills Australia recognised provider with the approval of the relevant parties at the enterprise, provided that this does not exclude the delivery of additional training or advice by the parties or Manufacturing Skills Australia to an enterprise.

**(v) Points to be assigned to classification levels**

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

Classification level	Recommended points
C14/V1	-
C13/V2	-
C12/V3	Mandatory units plus 30 points
C11/V4	Mandatory units plus 53 points
C10/V5	Mandatory units plus 76 points
C9/V6	12 additional points above C10/V5
C8/V7	24 additional points above C10/V5
C7 or V8	36 additional points above C10/V5
C6/V9	48 additional points above C10/V5
C5/V10	60 additional points above C10/V5 including mandatory units
C4/V11	Standards to be finalised
C3/V12	Standards to be finalised
C2a/V13	Standards to be finalised
C2b/V14	Standards to be finalised

(vi) Where competency requirements for a classification level are not expressed in points, the classification level of an employee is to be determined on the basis of the relative proportion of competencies in the National Metal and Engineering Competency Standards held and utilised by the employee which are equivalent to the specified minimum training requirements in a classification level. Clauses 15.4(c)(i), (ii), (iii) and (iv) also apply.

**(d) Procedure for classifying employees not classified by clause 15.4(c)**

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.3 and by reference to the indicative tasks in Schedule A.4.

## 16. Apprentice minimum wages

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

For apprentices who commenced their apprenticeship prior to 1 January 2014 the minimum wages for an apprentice, except as provided for in clause 17—Adult apprentice minimum wages, are as set out in the following table, provided that progression through the stages set out in this table is in accordance with clause 16.7:

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)	
	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage
	\$	\$	\$	\$	\$	\$	\$	\$
Stage 1	321.26	8.45	369.31	9.72	387.20	10.19	579.70	15.26
Stage 2	420.70	11.07	420.70	11.07	450.60	11.86	656.90	17.29
Stage 3	573.68	15.10	573.68	15.10	573.68	15.10	675.90	17.79
Stage 4	673.11	17.71	673.11	17.71	701.80	18.47	701.80	18.47

**16.2** The table in clauses 16.1 applies to a Higher Engineering Tradesperson apprentice and an Advanced Engineering Tradesperson apprentice except that in Stage 4 a Higher Engineering Trade apprentice must receive a minimum wage of **88%** of the C7 level and an Advanced Engineering Tradesperson apprentice must receive a minimum wage of **88%** of the C5 level.

**16.3** An apprentice who completes a Diploma of Engineering qualification must be paid 95% of the C5/V10 level minimum wage 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.

- 16.4** An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was apprenticed must be paid at not less than the minimum wage prescribed for the classification.
- 16.5** The minimum wages in the table in clause 16.1 are established on the following basis:

DRAFT



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

**16.6 updated as a result of AWR 2015**

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

The minimum wages for apprentices who commenced an apprenticeship on and from 1 January, 2014 except as provided for in clause 17—Adult apprentice minimum wages, are as set out below, provided that progression through the stages set out in this table is in accordance with clause 16.7:

	Column 1	Column 2	Column 3
Stage of apprenticeship	Has not completed Year 12	Has completed Year 12	Adult apprentice

	% of C10/V5	Min weekly wage	Hourly rate	% of C10/V5 or classification	Min weekly wage	Hourly rate	% of C10/V5 or classification	Min weekly wage	Hourly rate
	%	\$	\$	%	\$	\$		\$	\$
1	50	382.45	10.06	55%	420.70	11.07	80%	611.92	16.10
2	60	458.94	12.08	65%	497.19	13.08	C14/V1	656.90	17.29
3	75	573.68	15.10	75%	573.68	15.10	C13/V2	675.90	17.79
4	88	673.11	17.71	C12/V3	701.80	18.47	C12/V3	701.80	18.47

### 16.7 Conditions for progression through each stage

The minimum wages for each stage of the apprenticeship are set out in clauses 16.1 and 16.6. The conditions for progression to each stage are set out in the following tables:

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

Stage of apprenticeship	Entry, exit and progression requirements
Stage 1	<p><b>Entry</b> Nil entry requirements.</p> <p><b>Exit</b> There is no exit point at this stage.</p>
Stage 2	<p><b>Entry</b></p> <p>An apprentice enters Stage 2:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> on attainment of <b>25%</b> of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or</li> <li><input type="checkbox"/> 12 months after commencing the apprenticeship, subject to clause 7.16;</li> </ul> <p>whichever is earlier.</p> <p><b>Exit</b> There is no exit point at this stage.</p>
Stage 3	<p><b>Entry</b></p> <p>An apprentice enters Stage 3:</p>

Stage of apprenticeship	Entry, exit and progression requirements
	<p>☑ on attainment of <b>50%</b> of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or</p>
	<p>☑ 12 months after commencing Stage 2, subject to clause 7.16;</p>
	<p>whichever is earlier.</p>
	<p><b>Exit</b> There is no exit point at this stage.</p>
<b>Stage 4</b>	<p><b>Entry</b> An apprentice enters Stage 4:</p>
	<p>☑ on attainment of <b>75%</b> of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or</p>
	<p>☑ 12 months after commencing Stage 3, subject to clause 7.16;</p>
	<p>whichever is earlier.</p>
	<p><b>Exit</b> Upon the attainment of <b>100%</b> of the total competency points for the relevant AQF Certificate III qualification specified in the training plan and subject to clauses 7.6, 7.7, 7.8 and clause 7.16, an apprentice will exit with the relevant AQF Certificate III qualification.</p>

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

Stage of apprenticeship	Entry, exit and progression requirements
<b>Stage 1</b>	<p><b>Entry</b> Nil entry requirements.</p> <p><b>Exit</b> There is no exit point at this stage.</p>
<b>Stage 2</b>	<p><b>Entry</b></p>
	<p>An apprentice enters Stage 2:</p>
	<p>☑ on attainment of <b>25%</b> of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan; or</p>
	<p>☑ 12 months after commencing the apprenticeship, subject to clause 7.16;</p>
<p>whichever is earlier.</p>	

Stage of apprenticeship	Entry, exit and progression requirements
	<p><b>Exit</b></p> <p>There is no exit point at this stage.</p>
<p><b>Stage 3</b></p>	<p><b>Entry</b></p> <p>An apprentice enters Stage 3:</p>
	<p>☐ on attainment of <b>50%</b> of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan; or</p>
	<p>☐ 12 months after commencing Stage 2, subject to clause 7.16;</p>
	<p>whichever is earlier.</p>
	<p><b>Exit</b></p> <p>Upon the attainment of <b>75%</b> of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 7.6, 7.7, 7.8 and clause 7.16, an apprentice will exit with the relevant AQF Certificate III qualification.</p>
<p><b>Stage 4</b></p>	<p><b>Entry</b></p> <p>An apprentice enters Stage 4:</p>
	<p>☐ on attainment of <b>75%</b> of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan; or</p>
	<p>☐ 12 months after commencing Stage 3, subject to clause 7.16,</p>
	<p>whichever is earlier.</p>
	<p><b>Exit</b></p> <p>Upon the attainment of <b>100%</b> of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 7.6, 7.7, 7.8 and clause 7.16, an apprentice will exit with the relevant AQF Certificate IV qualification.</p>

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

Stage of apprenticeship	Entry, exit and progression requirements				
<b>Stage 1</b>	<p><b>Entry</b> Nil entry requirements.</p> <p><b>Exit</b> There is no exit point at this stage.</p>				
<b>Stage 2</b>	<p><b>Entry</b></p> <p>An apprentice enters Stage 2:</p> <table border="1" data-bbox="671 725 1495 954"> <tr> <td data-bbox="671 725 671 860">☐</td> <td data-bbox="671 725 1495 860">on attainment of <b>25%</b> of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or</td> </tr> <tr> <td data-bbox="671 860 671 954">☐</td> <td data-bbox="671 860 1495 954">12 months after commencing the apprenticeship, subject to clause 7.16;</td> </tr> </table> <p>whichever is earlier.</p> <p><b>Exit</b> There is no exit point at this stage.</p>	☐	on attainment of <b>25%</b> of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or	☐	12 months after commencing the apprenticeship, subject to clause 7.16;
☐	on attainment of <b>25%</b> of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or				
☐	12 months after commencing the apprenticeship, subject to clause 7.16;				
<b>Stage 3</b>	<p><b>Entry</b></p> <p>An apprentice enters Stage 3:</p> <table border="1" data-bbox="671 1214 1495 1442"> <tr> <td data-bbox="671 1214 671 1348">☐</td> <td data-bbox="671 1214 1495 1348">on attainment of <b>50%</b> of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or</td> </tr> <tr> <td data-bbox="671 1348 671 1442">☐</td> <td data-bbox="671 1348 1495 1442">12 months after commencing Stage 2, subject to clause 7.16;</td> </tr> </table> <p>whichever is earlier.</p> <p><b>Exit</b> Upon the attainment of <b>75%</b> of the total competency points for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 7.6, 7.7, 7.8 and clause 7.16, an apprentice may exit with the relevant AQF Certificate III and/or AQF Certificate IV qualification.</p>	☐	on attainment of <b>50%</b> of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or	☐	12 months after commencing Stage 2, subject to clause 7.16;
☐	on attainment of <b>50%</b> of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or				
☐	12 months after commencing Stage 2, subject to clause 7.16;				
<b>Stage 4</b>	<p><b>Entry</b></p> <p>An apprentice enters Stage 4:</p> <table border="1" data-bbox="671 1823 1495 1975"> <tr> <td data-bbox="671 1823 671 1917">☐</td> <td data-bbox="671 1823 1495 1917">on the attainment of <b>75%</b> of the total competency points for the relevant AQF Diploma specified in the training plan; or</td> </tr> <tr> <td data-bbox="671 1917 671 1975">☐</td> <td data-bbox="671 1917 1495 1975">12 months after commencing Stage 3, subject to clause 7.16;</td> </tr> </table> <p>whichever is earlier.</p>	☐	on the attainment of <b>75%</b> of the total competency points for the relevant AQF Diploma specified in the training plan; or	☐	12 months after commencing Stage 3, subject to clause 7.16;
☐	on the attainment of <b>75%</b> of the total competency points for the relevant AQF Diploma specified in the training plan; or				
☐	12 months after commencing Stage 3, subject to clause 7.16;				

<b>Stage of apprenticeship</b>	<b>Entry, exit and progression requirements</b>
	<p><b>Exit</b></p> <p>Upon the attainment of <b>100%</b> of the total competency points for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 7.6, 7.7, 7.8 and clause 7.16, an apprentice will exit with a relevant AQF Diploma qualification.</p>

**17. Adult apprentice minimum wages** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

**17.1** A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training contract. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 15.1 in which the adult apprentice was engaged immediately prior to entering into the training contract.

**17.2** Subject to clause 17.1, the minimum wages for an adult apprentice are set out in Column 4 of the table in clause 16.1 and Column 3 of the table in clause 16.6 as determined by the relevant time period.

**18. Cadet minimum wages** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

**18.1 Cadet in the technical field**

(a) The minimum wages 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 wage, notwithstanding the fact that the qualification may have been obtained, until the three year program is completed and the requirements of the C3/V12 level definition are met.

**18.2 Technology cadet minimum wages**

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

Stage of technology cadetship	Technology cadets who completed Year 12, three or more years ago or who completed Year 10 or 11, four or more years ago	Other technology cadets
Technology cadets: <ul style="list-style-type: none"> <li>• who are undertaking stage 1; or</li> <li>• who entered the cadetship at stage 2, 3 or 4 and are in the first year of training.</li> </ul>	70% of the C9/V6 rate	53% of the C9/V6 rate
Technology cadets: <ul style="list-style-type: none"> <li>• who have completed stage 1 and are undertaking stage 2; or</li> <li>• who entered the cadetship at stage 2, 3 or 4 and are in the second year of training.</li> </ul>	77% of the C9/V6 rate	59% of the C9/V6 rate
Technology cadets: <ul style="list-style-type: none"> <li>• who have completed stage 2 and are undertaking stage 3; or</li> <li>• who entered the cadetship at stage 3 or 4 and are in the third year of training.</li> </ul>	83% of the C9/V6 rate	70% of the C9/V6 rate
Technology cadets: <ul style="list-style-type: none"> <li>• who have completed stage 3 and are undertaking stage 4; or</li> <li>• who entered the cadetship at stage 4 and are in the fourth year of training.</li> </ul>	90% of the C9/V6 rate	83% of the C9/V6 rate

**(b) Exit from technology cadetship**

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

On completion of	Time period	% of relevant level
Stage 1	<ul style="list-style-type: none"> <li>Up to one year after successful completion of stage 1</li> </ul>	88% of the C9/V6 rate
	<ul style="list-style-type: none"> <li>One to up to two years after successful completion of stage 1</li> </ul>	95% of the C9/V6 rate
	<ul style="list-style-type: none"> <li>Two years after successful completion of stage 1</li> </ul>	100% of the C9/V6 rate
Stage 2	<ul style="list-style-type: none"> <li>Up to one year after successful completion of stage 2</li> </ul>	88% of the C7 rate
	<ul style="list-style-type: none"> <li>One to up to two years after successful completion of stage 2</li> </ul>	95% of the C7 rate
	<ul style="list-style-type: none"> <li>Two years after successful completion of stage 2</li> </ul>	100% of the C7 rate
Stage 3	<ul style="list-style-type: none"> <li>Up to one year after successful completion of stage 3</li> </ul>	88% of the C5/V10 rate
	<ul style="list-style-type: none"> <li>One to up to two years after successful completion of stage 3</li> </ul>	95% of the C5/V10 rate
	<ul style="list-style-type: none"> <li>Two years after successful completion of stage 3</li> </ul>	100% of the C5/V10 rate
Stage 4	<ul style="list-style-type: none"> <li>Up to one year after successful completion of stage 4</li> </ul>	88% of the C3/V12 rate
	<ul style="list-style-type: none"> <li>One to up to two years after</li> </ul>	95% of the C3/V12 rate



On completion of	Time period	% of relevant level
	successful completion of stage 4	
	<ul style="list-style-type: none"> <li>Two years after successful completion of stage 4</li> </ul>	100% of the C3/V12 rate

**19. Trainee minimum wages *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

**19.1 National training wage trainee minimum wages *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

**(b) Exit from traineeship**

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

**(i) On completion of Skill Level A**

School leaver	% of C10/V5 level	Completed Year 10 or less	% of C10/V5 level	Completed Year 11	% of C10/V5 level	Completed Year 12
		Minimum weekly wage		Minimum weekly wage		Minimum weekly wage
		\$		\$		\$
Plus 1 year	54.5%	416.87	63.1%	482.65	73.5%	562.20
Plus 2 years	63.1%	482.65	73.5%	562.20	85.3%	652.46
Plus 3 years	73.5%	562.20	85.3%	652.46	100%	764.90
Plus 4 years	85.3%	652.46	100%	764.90		
Plus 5 years	100%	764.90				

(ii) On completion of Skill Level B

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 wage		Minimum weekly wage		Minimum weekly wage
		\$		\$		\$
Plus 1 year	57.9%	420.30	64.8%	470.38	74.5%	540.80
Plus 2 years	64.8%	470.38	74.5%	540.80	87.2%	632.98
Plus 3 years	74.5%	540.80	87.2%	632.98	100%	725.90
Plus 4 years	87.2%	632.98	100%	725.90		
Plus 5 years	100%	725.90				

(iii) On completion of Skill Level C

School leaver	% of C12/V3 level	Completed Year 10 or less	% of C12/V3 level	Completed Year 11	% of C12/V3 level	Completed Year 12
		Minimum weekly wage		Minimum weekly wage		Minimum weekly wage
		\$		\$		\$
Plus 1 year	60.3%	423.19	63.5%	445.64	71.7%	503.19
Plus 2 years	63.5%	445.64	71.7%	503.19	80.2%	562.84
Plus 3 years	71.7%	503.19	80.2%	562.84	100%	701.80
Plus 4 years	80.2%	562.84	100%	701.80		
Plus 5 years	100%	701.80				

(c) The appropriate classification is the classification corresponding to the minimum training requirement or equivalent which is the normal outcome for the particular

traineeship as advised by the Manufacturing Skills Council. Provided that any additional competencies acquired during the period of experience during and subsequent to completion of the traineeship which are required or will be required to be utilised are also taken into account. Provided further that where the outcome is less than the C12/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 wages provided for in clause 19.1(b) are to receive wage increases that are in proportion to the wage increases provided to the minimum wage 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 Manufacturing Skills Council. Based on the advice of the Manufacturing Skills Council, the Foundation Engineering Traineeship is a Skill Level C, the Engineering Traineeship is a Skill Level B, the Advanced Engineering Traineeship is a Skill Level B or a Skill Level A depending on the level of the Engineering Production Certificate which the traineeship is designed to achieve and the Engineering Traineeship Technician is a Skill Level A.

**19.2 Technical field trainee minimum wages *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

Age	% of C9/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%

**19.3 Trainee engineer and trainee scientist minimum wages *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

Age	% of C9/V6 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%

**20. Unapprenticed junior minimum wages**

**20.1 Unapprenticed junior *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

The minimum wages for an unapprenticed junior, except an unapprenticed junior in a foundry, a junior tracer in the technical field of vehicle manufacturing covered by clause 3.8(a)(ix) and a junior engaged on the operations set out in clause 20.3, 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%

**20.2 Unapprenticed junior in a foundry *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

Age	% of C13/V2 level
-----	-------------------

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

**20.3 Junior tracers-AGREED TO MOVE TO PART 8**

Years of age	% of V3 rate
16 years and under	54%
17 years	59%
18 years	67%
19 years	76%
20 years	83%

**20.4** A junior engaged on any of the following operations is entitled to receive the minimum wage for an adult employee in accordance with clause 15.1:

- (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.

**21. Supported wage system** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

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

**22. Extra rates not cumulative** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

The extra rates in this award, except rates prescribed in clause 26.3—Special rates and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the applicable rate of pay.

**23. Payment of wages**

**23.1 Period of payment**

- (a) Except as provided for in clause 23.1(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 three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

**23.2 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.

**23.3 Payment of wages on termination of employment**

23.3 may be reviewed in [AM2014/75](#) – see para [109] [\[2015\] FWCFB 4658](#)

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

**23.4 Day off coinciding with pay day**

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

**23.5 Wages to be paid during working hours**

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

**23.6 Absences from duty under an averaging system**

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

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

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.

**24. Employer and employee duties *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

**24.1** 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.

**24.2** 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.

**24.3** Any direction issued by an employer under clause 24—Employer and employee duties must be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

**25. National training wage** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

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

**26. Allowances and special rates**

Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule D for a summary of monetary allowances and method of adjustment. *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

**26.1 All purpose allowances** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES, EXCEPT FOR TOOL ALLOWANCE UNDER PART 8*

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 26.1(a));
- Ship repairing allowance (clause 26.1(b));
- Tool allowance—tradespersons and apprentices (clause 26.1(c))
- Tool allowance—carpenter or joiner or shipwright/boatbuilder (clause 26.1(d))
- Technical computing equipment allowance (clause 26.1(e));
- Supervisor/Trainer/Coordinator—Technical allowance (clause 26.1(f)); and
- Artificial fertilizers and chemicals allowance (clause 26.1(g)).

**(a) Leading hand allowance** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

- (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	33.48
11–20 employees	50.00



More than 20 employees	63.65
------------------------	-------

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

**(b) Ship repairing allowance *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

	\$ per week
Tradespersons	15.20
All other employees	12.30

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

**(c) Tool allowance—tradespersons and apprentices *AGREED THAT THIS CLAUSE WILL NOT APPLY TO PART 8 EMPLOYEES***

**(i) This allowance does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The tool allowance for these employees is prescribed in Part 8 of this award.**

(ii) Except as otherwise provided in clause 26.1(c), a tradesperson must be paid a tool allowance of **\$14.69** per week for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

(iii) The tool allowance in clause 26.1(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 26.1(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 26.1(c) applies to an apprentice on the same percentage basis as set out in Column 1 of clause 16.5 or Column 1 of Table A or B of clause 16.6 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 26.1(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** *AGREED THAT THIS CLAUSE WILL NOT APPLY TO PART 8 EMPLOYEES*
- (i) This allowance does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The tool allowance for these employees is prescribed in Part 8 of this award.
- (ii) A carpenter or joiner or shipwright/boatbuilder must be paid a tool allowance of **\$27.81** per week.
- (iii) This allowance will be paid for all purposes of this award.
- (e) **Technical computing equipment allowance** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*
- (i) An allowance of **\$39.56** 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, micro computers, mini computers or mainframe computers) using software and/or engineering applications (including design, engineering, planning or data base programs) which are used for drafting, planning, quality control, machine programming, NC programming and engineering analysis.
- (iv) **Work of a complex nature** includes:
- the application of new concepts in their field of work, including the use of three dimensional projections; or
  - the development of specialised programs for technical computing applications; or
  - system development, including the evaluation of existing and alternative systems ancillary software and/or hardware; or
  - the provision of training on the system for users, including the development and evaluation of self-learn and/or teaching methods or software packages.
- (v) This allowance will be paid for all purposes of this award.

**(f) Supervisor/Trainer/Coordinator—Technical allowance *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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 wage 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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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 **\$8.07** per week extra if the work is in relation to fertilizers and related activities (other than acid) and **\$10.61** otherwise.
- (ii) An employee who both performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis and is a chemical/fertilizer production worker must be paid the following disability allowance for:

Duty	\$ per day
General duties	1.45
Acid production and related activities	2.31
Fertiliser production and despatch	2.48

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

**26.2 Other allowances**

**(a) Vehicle allowance *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

A vehicle allowance of **\$0.78** 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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 **\$15.22** per week if appointed by their employer to perform first aid duty.

**(c) Meal allowance**

- (i) A meal allowance of **\$13.51** must be paid to an employee on each occasion the employee is entitled to a rest break in accordance with clause 30.10 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.
- (ii) 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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (i) Subject to 26.2(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	32.15
Attending to an electric generator or dynamo exceeding 10kW capacity	32.15
Being in charge of plant	32.15
Attending to a switchboard where the generating capacity is 350kW or over	10.02

- (ii) The allowances in clause 26.2(g)(i), except as to dragline excavators and tractors, are not cumulative to the extent of increasing the minimum wage of an employee above the C10 level.

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

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

**(h) Cleaner, greaser or oiler allowance *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 \$29.79 per week.

**(i) Manganese dioxide and other pigments allowance *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

- (i) \$1.71 per hour for the first two hours; or

(ii) \$12.14 per day where the work lasts over two hours.

**(j) Inspector's allowance *AGREED TO MOVE TO PART 8***

Inspectors will be paid ~~\$30.44~~ per week in excess of the wage payable to the employee whose work an inspector is required to inspect.

**(k) Carpenters' allowance *AGREED TO MOVE TO PART 8***

A carpenters' allowance of ~~\$0.25~~ per hour is payable to a carpenter engaged on large structural alterations to buildings, whether external or internal.

**(l) Goggles *AGREED TO MOVE TO PART 8***

~~(i) 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.~~

~~(ii) Clause 26.2(l)(i) 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.~~

~~(iii) Where such goggles are supplied without cost to the employee, they will remain the property of the employer.~~

## 26.3 Special rates

Subject to clauses 26.3(a) and 26.3(b) the following special rates must be paid to an employee including an apprentice and a junior: ***AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

**(a) Special rates not cumulative *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

Where more than one of the disabilities set out in clause 26.3 entitles an employee to extra rates, the employer must pay only one rate, namely the highest applicable rate for the applicable disabilities.

- (i) This clause does not apply to the following allowances, the rates for which are cumulative:
- Cold places (clause 26.3(c));
  - Hot places (clause 26.3(d));
  - Wet places (clause 26.3(e))
  - Confined spaces (clause 26.3(f));
  - Dirty work (clause 26.3(g)); and
  - Height money (clause 26.3(h)).

**(b) Special rates are not subject to penalty additions *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

The special rates in clause 26.3 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

**(c) Cold places *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (i) An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid an allowance of **\$0.56** per hour.
- (ii) In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.

**(d) Hot places *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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:
  - **\$0.58** per hour where the temperature is between 46 and 54 degrees Celsius;
  - **\$0.76** per hour where the temperature is in excess of 54 degrees.
- (ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.
- (iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

**(e) Wet places *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (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 **\$0.58** 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** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES. AGREED AMENDMENT MADE TO DEFINITION OF “CONFINED SPACE” IN SCHEDULE “1”*

A confined spaces allowance of **\$0.76** per hour must be paid to an employee working in a confined space.

- (g) **Dirty work** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

(i) A dirty work allowance of **\$0.58** 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.

(ii) A dirty work allowance of **\$0.76** 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** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

A height money allowance of **\$0.42** 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** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

A meat digesters and oil tanks allowance of **\$0.58** 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** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

A sanitary works allowance of **\$0.40** per hour must be paid to an employee working in a sanitary works.

- (k) **Insulation materials** *AGREED*

(i) An insulation materials allowance of **\$0.76** 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 3.8(a)(ix). A glass and slag wool allowance for these employees is prescribed in Part 8 of this award.

**(l) Slaughtering yards *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

A slaughtering yards allowance of **\$0.42** per hour must be paid to an employee working in slaughtering yards.

**(m) Boiler repairs *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

**(i)** An employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers must be paid an allowance of **\$0.42** per hour.

**(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 **\$1.49** per hour while working inside a boiler.

**(n) Underground mine work *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

**(o) Explosive powered tools *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An employee required to use explosive powered tools must be paid an allowance of **\$1.51** per day. Where an hourly rate is required, it is calculated by dividing the rate by 7.6.

**(p) Ships in dock *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An employee working under a ship in a dock or slipway must be paid an allowance of **\$0.42** 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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

**(i)** An employee working in a foundry must be paid an allowance of **\$0.44** 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 26.3.
- (iii) For the purposes of this clause, **foundry work** means any operation in the production of castings by casting metal in a mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and, where carried on as an incidental process in connection with and in the course of the aforementioned production, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but does not include any operations performed in connection with:
- non-ferrous die casting (including gravity and pressure); or
  - casting of billets and/or ingots in metal moulds; or
  - continuous casting of metal into billets; or
  - melting of metal for use in printing; or
  - refining of metal.
- (iv) An employee is not entitled to be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the eight hour period immediately following the cessation of foundry production.
- (r) **Boiling down works** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*
- An employee working in boiling down works must be paid an allowance of **\$0.42** per hour.
- (s) **Lead works** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*
- An allowance of **\$0.42** per hour must be paid to an employee working in lead works.
- (t) **Handlers of carbon black** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*
- (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 **\$0.97** per hour.
- (ii) In addition, an employer must pay an overall allowance of **\$0.35** per day extra for each day in respect of which an employee must be paid the special rate in

clause 26.3(t)(i) for handling carbon black, unless the employer provides such an employee with two sets of overalls per year.

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

**(u) Installing or repairing belting underground in mines *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An employee required to install or repair any type of belting underground in mines must be paid an allowance of **\$0.30** per hour.

**(v) Processing free coal dust *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An employee engaged in processing free coal dust must be paid an allowance of **\$0.42** per hour.

**(w) Boiler cleaning—engine driver *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

**(i)** This allowance does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). A boiler house allowance for these employees is prescribed in Part 8 of this award.

**(ii)** An engine driver, or an employee engaged in vehicle manufacturing engaged inside the gas or water space of any boiler, flue or economiser, in cleaning or scraping work must be paid an allowance of **\$1.65** per hour while so employed.

**(iii)** The allowance in clause 26.3(w) is paid instead of the special rates for hot places, wet places, confined spaces, dirty work or boiler repairs.

**(x) Second-hand work *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

**(i)** An employee working on second-hand upholstery, bedding, floor covering and/or soft furnishings must be paid an additional 25% of the minimum wage 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 26.3(x), **second-hand upholstery** means all work done while stripping old materials and preparing the job for the use of new materials; patching; replacing flock, fibre or stuffing taken from the job and replaced; or replacing old covers on rubber, foam or other like material. However, second-hand upholstery 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 upholstery 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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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	6.76
Handling rock phosphate to crushers and all other employees in the rock phosphate section	6.40
Mixing superphosphate	6.40
Excavating bins, and the manufacture or excavating of superphosphate until such time as it is dumped on the heap for curing	4.17
The handling of superphosphate from the heap until loading in wagons or trucks for despatch, including the manufacture and despatch of mixed fertilizers	2.54

**(z) Farmers' own bags *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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	0.50
Loading double-handling into railway or other trucks, fertilizing materials in farmers' own bags	0.93
Loading single-handling into railway or other trucks, fertilizing materials in farmers' own bags	1.25

**(aa) Soda ash *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An employee manually engaged in carrying and stacking bagged soda ash must be paid an allowance of **\$1.77** per hour for the time so engaged.

**(bb) Raw materials *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 **\$0.66** per hour for the time so engaged.

**(cc) Skimming and floater setting—flat glass tank *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 **\$2.54** per half hour for the time so engaged.

**(dd) Glass furnace regenerators *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An allowance of **\$13.97** 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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 wage applicable to the employee's classification for the time so engaged.

**(ff) Jack bolt tensioner *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An allowance of \$7.57 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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

An allowance of \$7.57 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.

**26.4 Transfers, travelling and working away from usual place of work**

**(a) Excess travelling and fares *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (i) Subject to clause 26.4(b)(ii), an employer is free to engage labour on the site of a job carried on away from the workshop, without payment for any travelling time or fares, unless such employee is sent from the workshop.
- (ii) If an employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop they must be paid fares in excess of those incurred in travelling to and from the workshop.

**(c) Distant work *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (i) An employee required to remain temporarily away from the employee's usual residence because the employee is working temporarily in a locality away from

the employee's usual workplace must be paid travelling time for necessary travel between the locality and the employee's usual workplace and expenses.

- (ii) After each four week period on distant work an employee is entitled to be paid for a return fare reasonably incurred for personal travel between the locality and the employee's usual residence, unless such distant work is inherent in the normal work of the employee.

**(d) Transfer involving change of residence** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

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 three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses will cease after the employee has taken up permanent residence or abode at the new location.

**(e) Travelling time payment**

- (i) The rate of pay for travelling time on Monday to Saturday is the applicable rate of pay and on Sundays and public holidays is **150%** of the applicable rate of pay.
- (ii) The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24 hours.

**(f) Expenses** for the purpose of clause 26.4 means: *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

- (i) all fares reasonably incurred;
- (ii) reasonable expenses included while travelling including **\$13.51** for each meal taken; and
- (iii) a reasonable allowance to cover the cost incurred for board and lodging.

**26.5 Training costs**

26.5 may be reviewed in [AM2014/75](#) – see para [109] [\[2015\] FWCFB 4658](#)

- (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) This clause does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 7 and not this clause.

## **27. Superannuation *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

### **27.1 Superannuation legislation**

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

### **27.2 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.

### **27.3 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 27.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.



- (c) The employer must pay the amount authorised under clauses 27.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 27.3(a) or (b) was made.

#### **27.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 27.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper; or
- (b) Labour Union Cooperative Retirement Fund (LUCRF); or
- (c) TasPlan; or
- (d) Sunsuper; or
- (e) CareSuper; or
- (f) Cbus; or
- (g) FIRSTSUPER; or
- (h) Allied Union Superannuation Trust of Queensland (Aust(Q)); or
- (i) MTAA Superannuation Fund; or
- (j) Statewide Superannuation Trust; or
- (k) 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
- (l) a superannuation fund or scheme which the employee is a defined benefit member of.

#### **27.5 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 27.2 and pay the amount authorised under clauses 27.3(a) or (b):

##### **(a) Paid leave**

While the employee is on any paid leave.

**(b) Work related injury or illness**

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

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

## Part 5—Penalties and Overtime

### 28. Penalties

#### 28.1 Penalty rates for day workers **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

**(a) Weekend work**

Where agreement is reached in accordance with clause 12.2(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**

Except as provided in clause 28.2, 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 three hours. This rate must be paid until the employee is released from duty.

#### 28.2 Rates for shiftworkers **AGREED THAT THIS CLAUSE WILL NOT APPLY TO PART 8 EMPLOYEES**

- (a)** This subclause 28.2 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The rates for shiftworkers for these employees are prescribed in Part 8 of this award.

**(b) Definitions**

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

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

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

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

- (c) In conjunction with clause 5.3, by agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

(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 five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
- (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 12.3 or 12.5),

must be paid for each shift **150%** of the ordinary hourly rate for the first three 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 four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each 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 three hours and **200%** of the ordinary hourly rate thereafter.
- (h) Clause 28.2(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 penalties in clauses 28.2(d), 28.2(e) and 28.2(f).
- (j) **Rate for working on Sunday and public holiday shifts**
  - (i) A continuous shiftworker 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 28.2(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 28.2(j) are in substitution for shift penalties in clauses 28.2(d), 28.2(e) and 28.2(f).

**29. Shiftwork and rates—vehicle manufacturing employees— *AGREED TO MOVE TO PART 8***

**29.1 Penalty rates for shiftworkers**

(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) The shift premiums in clause 29.1(b) are only payable to an employee who works an afternoon or night shift (other than a continuous work shift) that:

(i) does not continue for five successive working afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop or for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 12.4(c) and 12.4(e)(iv); or

(ii) which has been in operation for five successive afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop will be paid the following amounts:

<b>Shift (non-continuous)</b>	<b>% of minimum hourly rate</b>
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%
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%

The cross references in 29.1(c) have been changed to reflect the provision in clause 6.4.3(c) of the [AP801818CRV— Vehicle Industry Award 2000](#).

(c) The extra rates prescribed above will be payable only when shifts are changed once in every three weeks or shift cycle agreed pursuant to clause 12.4(c) or clause 12.6(c), 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 29.1(b)(ii) and 29.1(d).

## 29.2 **Payments stand alone**

Payments prescribed by clause 29.1 will stand alone and will not be included for any other purposes of this award.

## 30. Overtime

### 30.1 **Definition of overtime** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

- (a) Overtime work is any work performed outside the ordinary hours on any day or shift as defined by clauses 12.2, 12.3 and 12.5.
- (b) For the purposes of clause 29, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clause 12—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 6.3(c) and (d).
- (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.

The rates of pay for casual employees working overtime will be reviewed by the Casual Employment Full Bench in [AM2014/197](#).

### 30.2 **Payment for overtime—other than continuous shiftworkers** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

- (a) Employees will be paid the following rates for overtime worked (except as otherwise provided in clauses 30.2(b), 30.7, 30.5, 30.6):
  - (i) **150%** of the ordinary hourly rate for the first three hours; and
  - (ii) **200%** of the ordinary hourly rate thereafter.
- (b) **Unrelieved shiftwork on rostered day off** *AGREED*
  - (i) **This clause 30.2(b) does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix).**

- (ii) If an employee is be 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.
- (iii) This clause 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.

**30.3 Payment for overtime—continuous shiftworkers *AGREED***

A continuous shiftworker working overtime will be paid **200%** of the ordinary hourly rate.

This subclause does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix)

**30.4 Saturday work—day workers *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

A day worker required to work overtime on a Saturday must be paid **150%** of the ordinary hourly rate for the first three hours and **200%** of the ordinary hourly rate thereafter with a minimum payment of four hours.

**30.5 Sunday work *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 three hours.

**30.6 Public holiday work *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEE***

- (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 three 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 three 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 three hours.

**30.7 Time off instead of payment for overtime *AGREED***

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

This subclause 30.7 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The time off instead of overtime provisions for these employees are prescribed in Part 8 of this award.

An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer, provided that:

- (a) overtime taken as time off during ordinary hours must be taken at the ordinary hourly rate, that is an hour for each hour worked; and

- (b) an employer must, if requested by an employee provide payment, at the rate provided for the payment of overtime in this clause for any overtime worked that has not been taken as time off instead of payment for overtime within four weeks of accrual.

**30.8 Requirement to work reasonable overtime *AGREED***

- (a) Subject to clause 30.8(b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) Any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice, if any given by the employer of the overtime and by the employee of their intention to refuse it; and
  - (v) any other relevant matter.

**30.9 One in, all in does not apply *AGREED***

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.

**30.10 Rest break *AGREED***

- (a) This subclause 30.10 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The overtime rest break provisions for these employees are prescribed in Part 8 of this award.
- (b) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.
- (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 applicable rate of pay.
- (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 one and a half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the employee's applicable rate of pay.



- (e) An employer and employee may agree to any variation of clause 30.10 to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 30.10.
- (f) An employee entitled to a rest break in clause 30.10 may be entitled to a meal allowance in accordance with clause 26.2(c).

**30.11 Rest period after overtime *AGREED***

- (a) This subclause 30.11 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The rest period after overtime provisions for these employees are prescribed in Part 8 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 30.11, 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 30.11 may be reduced to a period of no less than eight hours.
- (f) The provisions of clause 30.11 will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
  - (iii) where a shift is worked by arrangement between the employees themselves.

**30.12 Call back *AGREED***

- (a) This subclause 30.12 does not apply to vehicle manufacturing employees covered by clause 3.8(a)(ix). The call back provisions for these employees are prescribed in Part 8 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 four hours at **150%** of the ordinary hourly rate for the first three 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 three hours work at the appropriate overtime rate, subject to clause 30.13 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 three or four hour minimum overtime payment provided for in clause 30.12 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 three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- (f) This clause 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 this clause is not to be regarded as overtime for the purposes of clause 30.11 concerning rest periods after overtime, when the actual time worked is less than three hours on the call back or on each call back.

**30.13 Standing by *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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 applicable rate of pay for the time they are standing by.

**30.14 Transport of employees *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING 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.

## Part 6—Leave, Public Holidays and Other NES Entitlements

### 31. Annual leave

This provision may be affected by [AM2014/47](#) – see [draft determination](#)

- 31.1** Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.  
***AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***
- 31.2** **Definition of shiftworker** ***AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***  
For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- 31.3** **Payment for annual leave** ***AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***
- (a) Instead of the **base rate of pay** as referred to in [s.90\(1\)](#) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to clause 31.3(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 overaward payment.
- (c) Subject to clause 31.4, 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.
- 31.4** **Annual leave loading** ***AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***
- (a) During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 31.3.

(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 31.3 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 31.3 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

**31.5 Conversion to hourly entitlement** **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in [s.87](#) of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks of annual leave and 190 hours for a shiftworker as defined in clause 31.2).

**31.6 Excessive leave accruals: general provision** **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

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

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

(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 XX sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

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

**31.7 Excessive leave accruals: direction by employer that leave be taken** **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

(a) If an employer has genuinely tried to reach agreement with an employee under clause XX but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under paragraph (a):

- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause XX, XX or XX or otherwise agreed by the employer and employee) are taken into account; and
- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

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

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

**31.8 Excessive leave accruals: request by employee for leave** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

(a) Clause XX comes into operation from 29 July 2017.

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

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

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

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

(d) A notice given by an employee under paragraph (b) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual

leave arrangements (whether made under clause XX, XX or XX or otherwise agreed by the employer and employee) are taken into account; or

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

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

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

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

(f) The employer must grant paid annual leave requested by a notice under paragraph (b).

### 31.9 ~~Taking excessive annual leave~~ **AGREED TO DELETE – REPLACED BY MODEL PROVISIONS**

Notwithstanding [s.88](#) of the Act, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

### 31.10 Annual close down

Notwithstanding [s.88](#) of the Act and clause 31.6, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that: **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- (a) the employer gives not less than four weeks' notice of intention to do so; and **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 31.3 and 31.4; and **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- (d) any leave taken by an employee as a result of a close down pursuant to clause 31.10 also counts as service by the employee with their employer; and **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (e) the employer may only close down the enterprise or part of it pursuant to clause 31.10 for one or two separate periods in a year; and **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**
- (f) if the employer closes down the enterprise or part of it pursuant to clause 31.10 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and
- (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 31.10 for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- (h) the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

**31.11 Annual leave in advance** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

(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 XX is set out at Schedule XX. There is no requirement to use the form of agreement set out at Schedule XX.

(c) The employer must keep a copy of any agreement under clause 29.8 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause XX, 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.

**31.12 Paid leave in advance of accrual** *AGREED TO DELETE – REPLACED BY MODEL PROVISIONS*

By agreement between an employer and an employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance, and the employment terminates before the entitlement has accrued, the employer may make a corresponding deduction from any money due to the employee on termination.

(a)

**31.13 Electronic funds transfer (EFT) payment of annual leave** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

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

**31.14 Deferment of annual leave** *AGREED TO DELETE*

A employee engaged in the technical field and employer may agree to defer payment of the annual leave loading in respect of annual leave taken in single days, until at least five consecutive annual leave days are taken.

**31.15 Cashing out of annual leave** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

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



- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause XX.
- (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 XX 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 XX 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 XX as an employee record.

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

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

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

**31.16 Leave on termination *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 31.3.

NOTE: Where an employee is receiving overaward 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 ss.16 and 90 of the Act).

**32. Personal/carer's leave and compassionate leave *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

**33. Parental leave and related entitlements *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

**34. Public holidays**

**34.1** Public holidays are provided for in the NES. *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

**34.2** Where an employee works on a public holiday they will be paid in accordance with clauses 26.4(e), 12.2(g) and 30.6. *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

**34.3** Clause 6.3(i) applies in relation to part-time employees and public holidays. *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

**34.4** **Substitution of certain public holidays by agreement at the enterprise *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

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

**34.5** **Rostered day off falling on public holiday *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- (a) Except as provided for in clauses 34.5(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 applicable rate of pay; 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 23.6, then such credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time accumulated pursuant to clause 23.6 as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d) Clauses 34.5(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 34.5(a) applies to such days off.

**34.6** ~~Public holiday work—employees engaged in the technical field~~ **AGREED TO DELETE**  
By mutual agreement between the employer and the employee concerned, one day may be given for each public holiday worked and the day worked will be paid at ordinary rates instead of the penalty rates for public holidays specified in clause ~~Error! Reference source not found.~~

**34.7** **Part-day public holidays** **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

For provisions relating to part-day public holidays see Schedule H—2015 Part-day public holidays.

## **35. Community service leave**

**35.1** Community service leave is provided for in the NES.

### **35.2 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 35.2(a).

## **36. Absence from duty** **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

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.

**37. Abandonment of employment** *TO BE DEALT WITH IN ABANDONMENT OF EMPLOYMENT COMMON ISSUE PROCEEDINGS*

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

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

**37.3** Termination of employment by abandonment in accordance with clause 37— Abandonment of employment operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

**38. Termination of employment** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

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

**38.2 Notice of termination by an employee**

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

**38.3 Job search entitlement**

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

**39. Redundancy** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

This provision is being reviewed in [AM2014/190](#)

**39.1** Redundancy pay is provided for in the NES.

**39.2** Small furnishing employer

- (a) For the purposes of clause 39.2(b), **small employer** means an employer to whom Subdivision B of Division 11 of the NES does not apply because of the provisions of s.121(1)(b) of the Act.
- (b) Despite the terms of s.121(1)(b) of the Act the remaining provisions of Subdivisions B and C of Division 11 of the NES apply in relation to an employee of a small employer who performs any of the work within the Manufacturing and Associated Industries and Occupations which immediately prior to 1 January 2010 was in clauses 6.1 to 6.6 of the *Furnishing Industry National Award 2003*, except that the amount of redundancy pay to which such an employee is entitled must be calculated in accordance with the following table:

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

### 39.3 Transfer to lower paid duties

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

### 39.4 Employee leaving during notice period

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

### 39.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not

be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

- (c) This entitlement applies instead of clause 38.3.

## Part 7—Consultation and Dispute Resolution

### 40. Consultation *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*

#### 40.1 Consultation regarding major workplace change

(a) Employers to notify

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

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 40.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 40.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential

information the disclosure of which would be contrary to the employer's interests.

**40.2 Consultation about changes to rosters or hours of work**

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

**41. Dispute resolution *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES***

- 41.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 41.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 41.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 41.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- 41.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 41.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 41.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 42. Dispute resolution procedure training leave** *AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES*
- 42.1 Subject to clauses 42.7, 42.8 and 42.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement which provides it is to be read in conjunction with this award.
- 42.2 An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 42.3 The notice to the employer must include details of the type, content and duration of the course to be attended.
- 42.4 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.
- 42.5 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.
- 42.6 Leave of absence granted pursuant to clause 42—Dispute resolution procedure training leave counts as service for all purposes of this award.
- 42.7 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

- 42.8** 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.
- 42.9** For the purpose of applying the quota table, **employees employed by the employer in an enterprise or workplace** are full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 41—Dispute resolution applies.

## Part 8—Vehicle manufacturing employees covered by clause

### 3.8(a)(xi) *AGREED TO INSERT THIS PART*

#### 43. Coverage of Part 8 of this award *AGREED*

Part 8 of this award only applies to vehicle manufacturing employees covered by clause 3.8(a)(xi).

#### XX Casual loading for vehicle manufacturing employees in the technical field *AGREED*

**XX.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.

**XX.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.

**XX Ordinary hours of work – shiftworkers** *AGREED*

**XX.1 Ordinary hours of work—continuous work shifts—employees engaged in vehicle manufacturing** *AGREED*

- (a) For the purposes of clause XX and clause XX, **continuous work** means work carried out on consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks (if any).
- (b) An employee working on continuous work shifts will work up to six 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 12.4(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 eight 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 change over 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.

**XX.2 Ordinary hours of work—other than continuous work shifts—employees engaged in vehicle manufacturing** *AGREED*

- (a) This clause applies to shiftworkers not on continuous work as defined in clause 12.4(a).
- (b) Subject to clause XX12.6(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 five 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 eight 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.

**XX Tea breaks *AGREED***

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.

**XX. Junior tracers in vehicle manufacturing in the technical field *AGREED***

The following minimum wage 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%

**XX. Allowances and related matters – Vehicle manufacturing employees**

**XX.1 Tool allowance – Tradespersons and apprentices in vehicle manufacturing *AGREED***

- (a) A tradesperson required by his/her employer to provide his/her own hand tools and employed will be paid a tool allowance of \$14.98 per week.

(b) Apprentices and adult apprentices in vehicle manufacturing 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	6.34
Level 2 or 2nd year	8.20
Level 3 or 3rd year	11.26
Level 4 or 4th year	13.23

(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.

**XX.2 Inspector's allowance** *AGREED*

Inspectors will be paid \$30.44 per week in excess of the wage payable to the employee whose work an inspector is required to inspect.

**XX.3 Carpenters' allowance** *AGREED*

A carpenters' allowance of \$0.25 per hour is payable to a carpenter engaged on large structural alterations to buildings, whether external or internal.

**XX.4 Goggles** *AGREED*

(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 XX.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.

**XX.5 Glass or slag wool** *AGREED*

An allowance of \$0.74 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.

**XX.5 Handling garbage** *AGREED*

An allowance of \$0.58 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 26.3(g) at the same time.

**XX.5 Boiler house employees** *AGREED*

An allowance of \$1.16 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.

**XX Accident pay** *AGREED*

**XX.1 Definitions**

For the purpose of this clause, the following definitions will apply.

(f) **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).

(g) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

**XX.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 this clause 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 this clause.

**XX.3 Notice of injury**

When an employee receives an injury for which the employee claims to be entitled to payment under this clause, 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.

**XX.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.

**XX.5 Pro rata payments**

For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

#### **XX.6 Return to work**

If an employee entitled to accident pay under this clause 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.

#### **XX.7 When not entitled to payment**

- (a) An employee will not be entitled to any payment under this clause 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 this clause in respect of any injury during the first five normal working days of incapacity.
- (c) An employee will not be entitled to any payment under this clause for any incapacity occurring during the first three weeks of employment, unless such incapacity continues beyond the first three weeks of employment. If the incapacity continues beyond the first three weeks of employment then the provisions of this clause (clause XX) will apply to the period of incapacity after the first three weeks.
- (d) An employee will not be entitled to any payment under this clause 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.

#### **XX.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 this clause (clause XX) will cease to apply to the employee from the date of refusal or failure to commence the work.

#### **XX.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.

**XX.10 Damages independent of the 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 this clause and the employee will not be entitled to any further accident pay thereafter.

**XX.11 When payments cease**

All rights to payment under this clause will cease on the death of an employee.

**XX.12 Changes to rates in workers' compensation legislation**

The amount of accident pay payable under this clause shall not increase in the event that there are any changes to compensation rates under the applicable workers' compensation legislation.

**XX.13 Engagement of employee**

Upon commencement of employment, an employee may be required to declare all workers' compensation claims made in the previous five 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 this clause.

**XX.14 Casual employees**

For a casual employee the weekly payment referred to in clause XX.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.

**XX.15 No obligation to take out insurance**

Nothing in this clause requires an employer to insure against liability for the payment of benefits under this clause.

**XX Shiftwork and rates—vehicle manufacturing employees** *AGREED*

**XX.1 Penalty rates for shiftworkers**

(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) The shift premiums in clause 29.1(b) are only payable to an employee who works an afternoon or night shift (other than a continuous work shift) that:

- (i) does not continue for five successive working afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop or for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses XX and XX; or
- (ii) which has been in operation for five successive afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop will be paid the following amounts:

Shift (non-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%
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%

The cross references in 29.1(c) have been changed to reflect the provision in clause 6.4.3(c) of the [AP801818CRV – Vehicle Industry Award 2000](#).

- (c) The extra rates prescribed above will be payable only when shifts are changed once in every three weeks or shift cycle agreed pursuant to clause 12.4(c) or clause 12.6(c), 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 29.1(b)(ii) and 29.1(d).

## XX.2 Payments stand alone

Payments prescribed by clause 29.1 will stand alone and will not be included for any other purposes of this award.

## XX Overtime



**XX.1 Time off instead of payment for overtime** *AGREED*

Time off instead of payment for overtime may be provided if an employee so elects and is agreed to by the employer.

- (a) Time off instead of payment for overtime must be taken at a mutually convenient time within four weeks of the overtime being worked. However, an employee with the agreement of the employer may elect to bank up to eight hours of time off instead of overtime to be taken no later than eight weeks after the overtime was worked.
- (b) Any agreement reached in accordance with this subclause should be placed in writing and recorded with the employee's wage records and for file. Any hours banked and cleared in accordance with this subclause must be recorded in the employees wage records.
- (c) 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.
- (d) 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.
- (e) Clause XX 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 XX in this award.

**XX.2 Overtime crib breaks** *AGREED*

- (a) An employee required to work overtime for more than one and a half 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 four 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 XX 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 XX 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

**XX.3 Minimum break between shifts *AGREED***

- (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 clauses XX and XX, 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.

**XX.4 Call backs *AGREED***

- (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 three 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 three hours if the employee was recalled to perform work which is completed within a shorter period.
- (b) Clause XX 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 three hours on such recall or each of such recalls, overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purposes of clause XX(a).

## Schedule A—Classification Structure and Definitions

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

### A.2 Classification structure

#### A.2.1 C1–C14 Levels

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.2.2)
<b>C1</b>	Professional Engineer Professional Scientist	Degree	180/210%
	<b>NOTE:</b> Professional Engineers and Professional Scientists in Level C1 are covered by the <i>Professional Employees Award 2010</i>		
<b>C2(b)</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%
<b>C2(a)</b>	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.	

<b>Classification levels</b>	<b>Classification title</b>	<b>Minimum training requirement</b>	<b>Wage relativity to C10 (see clause A.2.2)</b>
<b>C3</b>	Engineering Associate/ Laboratory Technical Officer—Level II	Advanced Diploma of Engineering, Advanced Diploma of Laboratory Operations, or equivalent.	145%
<b>C4</b>	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%
<b>C5</b>	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.	
<b>C6</b>	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.	
<b>C7</b>	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.2.2)
	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	
<b>C8</b>	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	

<b>Classification levels</b>	<b>Classification title</b>	<b>Minimum training requirement</b>	<b>Wage relativity to C10 (see clause A.2.2)</b>
<b>C9</b>	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	
<b>C10</b>	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	
<b>C11</b>	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		
<b>C12</b>	Engineering/ Manufacturing Employee—Level III	Engineering Production Certificate I or Certificate II in Engineering, or equivalent	87.4%

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.2.2)
C13	Engineering/ Manufacturing Employee—Level II	In-house training	82%
C14	Engineering/ Manufacturing Employee—Level 1	Up to 38 hours induction training	78%

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

### **A.2.3 Supervisor/Trainer/Coordinator**

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

- (a) Supervisor/Trainer/Coordinator—Level I: 122% of the minimum wage paid to the highest technically qualified employee supervised or trained subject to clause 15.1(f)(i).
- (b) Supervisor/Trainer/Coordinator—Level II: 115% of the minimum wage paid to the highest paid employee supervised or trained subject to clause 15.1(f)(ii).
- (c) Supervisor/Trainer/Coordinator—Technical: 107% of the minimum wage applicable to the employee’s technical classification.

## **A.3 Classification definitions**

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

- (a) the stream and field definitions in this award.
- (b) the following definitions:
  - (i) **Or equivalent** means:
    - any training which a registered provider (e.g. TAFE), or State recognition authority recognises as equivalent to a qualification which Manufacturing Skills Australia recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications; or

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

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

- for an employee who does not hold a qualification listed as a minimum training requirement, that the employee can apply skills within the enterprise selected in accordance with the National Metal and Engineering Competency Standards Implementation Guide, provided that the competencies selected are competency standards recognised as relevant and appropriate by Manufacturing Skills Australia and endorsed by the National Skills Standards Council; or
- where an employee has a qualification, clause 15.4(c)(i) 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 15.4(d).

**A.3.2 Supervisor/Trainer/Coordinator**

**(a) Supervisor/Trainer/Coordinator—Level I**

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

**(b) Supervisor/Trainer/Coordinator—Level II**

- (i)** A Supervisor/Trainer/Coordinator—Level II is an employee who is responsible for the supervision and/or training of Supervisor/Trainers/ Coordinators—Level I. Such an employee has completed an AQF IV or V qualification or



equivalent of which at least 50% of the competencies are in supervision/training.

**A.3.3 Wage Group: C14**

**(a) Engineering/Manufacturing Employee—Level I**

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

**A.3.4 Wage Group: C13**

**(a) Engineering/Manufacturing Employee—Level II**

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

**A.3.5 Wage Group: C12**

**(a) Engineering/Manufacturing Employee—Level III**

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

**A.3.6 Wage Group: C11**

**(a) Engineering/Manufacturing Employee—Level IV**

**Laboratory Tester**

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

- in a laboratory the employee performs basic/simple routine tests under close supervision and communicates results of those tests to the appropriate personnel.

**A.3.7 Wage Group: C10**

**(a) Engineering/Manufacturing Tradesperson—Level I**

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

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

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

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

- understands and applies quality control techniques;
- exercises good interpersonal and communications skills;
- exercises keyboard skills at a level higher than the C11 level;
- exercises discretion within the scope of this classification level;
- performs work under limited supervision either individually or in a team environment;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work;
- performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;
- inspects products and/or materials for conformity with established operational standards.

**(b) Engineering/Manufacturing Systems Employee—Level V**

- (i) An Engineering/Manufacturing Systems Employee—Level V is an employee who, while still being primarily engaged in Engineering/Manufacturing work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate III in Engineering—Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.
- (ii) An Engineering/Manufacturing Employee works above and beyond an employee at the C11 level and to the level of their skills, competence and training:
- understands and applies quality control techniques;
  - exercises good interpersonal communications skills;
  - exercises discretion within the scope of this classification level;
  - exercise keyboard skills at a level higher than the C11 level;
  - performs work under limited supervision either individually or in a team environment;
  - inspects products and/or materials for conformity with established operational standards.

**A.3.8 Wage Group: C9**

**(a) Engineering/Manufacturing Tradesperson—Level II**

- (i) An Engineering/Manufacturing Tradesperson—Level II is an:
- Engineering Tradesperson (Electrical/Electronic)—Level II; or
  - Engineering Tradesperson (Mechanical)—Level II; or
  - Engineering Tradesperson (Fabrication)—Level II; or
  - Furnishing Industry Tradesperson Level 2; or
  - equivalent.

who has completed the minimum training requirements specified in clause A.2.1 of Schedule A 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.3.9 Wage Group: C8**

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

- (i) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:
- Special Class Engineering Tradesperson (Electrical/Electronic)—Level I; or
  - Special Class Engineering Tradesperson (Mechanical)—Level I; or
  - Special Class Engineering Tradesperson (Fabrication)—Level I; or
  - equivalent.
- who has completed the minimum training requirements specified in clause A.2.1 of Schedule A 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.3.10 Wage Group: C7**

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

- (i) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:
- Special Class Engineering Tradesperson (Electrical/Electronic)—Level II; or
  - Special Class Engineering Tradesperson (Mechanical)—Level II; or
  - Special Class Engineering Tradesperson (Fabrication)—Level II; or
  - Higher Engineering/Manufacturing Tradesperson; or
  - equivalent.
- who has completed the minimum training requirements specified in clause A.2.1 of Schedule A 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.3.11 Wage Group: C6**

**(a) Advanced Engineering Tradesperson—Level I**

- (i) An Advanced Engineering Tradesperson—Level I means an:
- Advanced Engineering Tradesperson (Electrical/Electronic)—Level I; or
  - Advanced Engineering Tradesperson (Mechanical)—Level I; or
  - Advanced Engineering Tradesperson (Fabrication)—Level I;
- who has completed the minimum training requirements specified in clause A.2.1 of Schedule A 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.3.12 Wage Group: C5**

**(a) Advanced Engineering Tradesperson—Level II**

- (i) An Advanced Engineering Tradesperson—Level II means an:
- Advanced Engineering Tradesperson (Electrical/Electronic)—Level II; or
  - Advanced Engineering Tradesperson (Mechanical)— Level II; or
  - Advanced Engineering Tradesperson (Fabrication)— Level II;
- who has completed the minimum training requirements specified in clause A.2.1 of Schedule A 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.3.13 Wage Group: C4**

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

- (i) An Engineering Associate/Laboratory Technical Officer —Level I means an employee who works above and beyond a technician at the C5 level and who has completed the minimum training requirements specified in clause A.2.1 of Schedule A or equivalent and is engaged in:
- making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work and/or developing test procedures or manuals from test standards and like work; or
  - planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

**A.3.14 Wage Group: C3**

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

- (i) An Engineering Associate/Laboratory Technical Officer—Level II means an employee who works above and beyond an Engineering Associate/Laboratory Technical Officer at the C4 level and who has successfully completed the minimum training requirements specified in clause A.2.1 of Schedule A 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.3.15 Wage Group: C2(a)**

**(a) Leading Technical Officer**

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

**(b) Principal Engineering Supervisor/Trainer/Coordinator**

- (2) A Principal Engineering Supervisor/Trainer/Coordinator means a Supervisor/Trainer/Coordinator who has completed a national advanced diploma or equivalent of which at least 50% of the competencies are in supervision/training and who when engaged at this level:
- possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
  - possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprises.
- (3) 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.3.16 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:

<b>(i)</b>	<ul style="list-style-type: none"> <li>• performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgment;</li> </ul>
	<ul style="list-style-type: none"> <li>• 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;</li> </ul>
	<ul style="list-style-type: none"> <li>• is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge;</li> </ul>
	<ul style="list-style-type: none"> <li>• plans and implements those programs necessary to achieve the objectives of a particular project;</li> </ul>
	<ul style="list-style-type: none"> <li>• 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;</li> </ul>
	<ul style="list-style-type: none"> <li>• operates within broad statements of objectives without requiring detailed instructions; or</li> </ul>
<b>(ii)</b>	<ul style="list-style-type: none"> <li>• performs work at the above level of skill in a particular technical field;</li> </ul>
	<ul style="list-style-type: none"> <li>• has as the overriding feature of their employment the ability to perform creative, original work of a highly complex and sophisticated nature;</li> </ul>
	<ul style="list-style-type: none"> <li>• provides specialised technical guidance to other employees performing work within the same technical field.</li> </ul>

**(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.4 Indicative Tasks for employees covered by clause 15.4(d)**

**A.4.1** For an employee covered by clause 15.4(d) 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.3.

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

- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
- use selected hand tools;
- boiler cleaning;
- maintains simple records;
- repetitive packing in standard containers;
- uses hand trolleys and pallet trucks;
- assists in the provision of on-the-job training;
- non-trades cleaning up of wooden floors, punching of nails and sanding of wooden floors by machine or hand and/or application of all types of sealers and plastic coatings on wooden floors.

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

- operates flexibility between assembly stations;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
- non-trade skills;
- basic tracing and sketching skills;
- receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- assists in the provision of on-the-job training;
- basic inventory control in the context of a production process;

- basic keyboard skills;
- advanced soldering techniques;
- boiler attendant;
- operation of mobile equipment including fork-lifts, overhead cranes and winch operation;
- ability to measure accurately;
- assists one or more tradespersons;
- welding which requires the exercise of knowledge and skills above level C13;
- operate (i.e. serve as a burner of) a single tunnel kiln or a downdraft kiln;
- sewer and/or gluer and/or seamer of carpets, linoleums or other coverings;
- powder coating and tinting under supervision.

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

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

- bulk paint tinting and resin manufacturing.

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

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of maintenance functions including removing equipment fastenings, use of destructive cutting equipment, lubrication of production equipment, and running adjustments to production equipment;
- operates all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- first class engine drivers' certificate;
- high level stores and inventory responsibility beyond the requirements of an employee at level C11;
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

## **Schedule B— Vehicle Manufacturing Employees—Skill Level Definitions— Trades, Non-trades and Post-trades**

### **B.1 V1—Vehicle industry/production employee Level 1**

**B.1.1** 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, occupational health and safety, equal employment opportunity and quality control/assurance.

**B.1.2** 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.

#### **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 three 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.2 V2—Vehicle industry/production employee Level 2**

**B.2.1** A Vehicle industry/production employee—Level 2 is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

**B.2.2** 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.2.3** 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.

### **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 clause Schedule I
- 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.3 V3—Vehicle industry/production employee Level 3**

**B.3.1** A Vehicle industry/production employee—Level 3 is an employee who has completed 12 skill units and four knowledge units towards the vehicle industry certificate, or nationally accredited equivalent training so as to enable the employee to perform work within the scope of this level.

**B.3.2** 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.3.3** 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 wiper 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.4 V4—Vehicle industry/production employee Level 4**

**B.4.1** A Vehicle industry/production employee—Level V4 is an employee who has completed 16 skill units and 14 knowledge units towards the vehicle industry certificate, or equivalent nationally accredited training so as to enable the employee to perform work within the scope of this level.

**B.4.2** 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.4.3** 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 eight 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.

**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 eight 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.5 V5—Vehicle industry tradesperson—Level 1 & Production systems employee—Level 5**

### **B.5.1 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 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.5.2 Vehicle industry production system employee—Level 5**

- (a) A Vehicle industry production systems employee—Level 5 is an employee who, while still being primarily engaged in vehicle industry/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise.
- (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.

**Classifications at Level V5:**

• Automotive electrician

• Bodymaker—1st class

• Boilermaker

• Cabinet maker

• Carpenter

- Die setter when working on try outs
- Electrical fitter
- Electrician—special class
- 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.6 V6—Vehicle industry tradesperson—Level II & Vehicle industry/technician—Level I**

### **B.6.1 Vehicle industry tradesperson—Level II**

- (a) A Vehicle industry tradesperson—Level II is a tradesperson who has completed the following training requirements:
- (i) three appropriate modules in addition to the training requirements of the Level V5;
  - (ii) three appropriate modules towards a National Diploma;
  - (iii) three appropriate modules towards a National Advanced Diploma;
  - (iv) equivalent; or
  - (v) a nominal 120 hours training towards the above qualification.
- (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.6.2 Vehicle industry/technician—Level I**

- (a) An employee who has the equivalent level of training of a Level V6 tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. 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.
- (b) At this level the employee is engaged on routine tasks in the technical fields.



## **B.7 V7—Vehicle industry tradesperson—Level III & Vehicle industry/technician Level II**

### **B.7.1 Vehicle industry tradesperson Level III—special class**

- (a)** A Vehicle industry tradesperson—Level III means a special class engineering tradesperson or higher engineering tradesperson who has completed the following training requirement:
- (i)** six appropriate modules in addition to the training requirements of the Level V5;
  - (ii)** six appropriate modules towards a National Diploma;
  - (iii)** six appropriate modules towards a National Advanced Diploma;
  - (iv)** a higher engineering tradesperson apprenticeship;
  - (v)** equivalent; or
  - (vi)** a nominal 240 hours training towards the above qualification.
- (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 means an employee who has equivalent level of training to a V7 tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. 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.
- (ii)** 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.8 V8—Vehicle industry tradesperson—Level IV & Vehicle industry technician—Level III**

**B.8.1 Vehicle industry tradesperson Level IV—special class**

- (a)** A Vehicle industry tradesperson Level IV means a special class tradesperson who has completed the following training requirement:
  - (i)** three appropriate modules in addition to the requirements of the Level V7;
  - (ii)** nine appropriate modules towards a National Diploma;
  - (iii)** nine appropriate modules towards a National Advanced Diploma;
  - (iv)** an AQF Level 4 National Certificate;
  - (v)** equivalent; or
  - (vi)** a nominal 360 hours training towards the above qualification.
- (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 means an employee who has equivalent level of training to a Level V8 Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. 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.
- (ii) 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.

**B.9 V9—Vehicle industry tradesperson—Level V & Vehicle industry technician—Level IV**

**B.9.1 Vehicle industry tradesperson—Level V**

- (a) A Vehicle industry tradesperson—Level V who has completed the following training requirement:
  - (i) 12 modules of a National Diploma;
  - (ii) 12 modules of a National Advanced Diploma; or
  - (iii) 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.

(e) **Vehicle industry technician—Level IV**

(i) Vehicle industry technician—Level IV means an employee who has the level of training of a V9 Vehicle industry tradesperson—Level V or equivalent so as to enable the employee to apply skills within the scope of this level.

(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.10 V10—Vehicle industry tradesperson—Level VI & Vehicle industry technician Level V**

### **B.10.1 Vehicle industry tradesperson—Level VI**

(a) A Vehicle industry tradesperson—Level VI means a tradesperson who has completed:

(i) a National Diploma;

(ii) 15 modules or 2nd year part-time of an Advanced Diploma; or

(iii) equivalent.

**(b) Vehicle industry technician—Level V**

- (i) A Vehicle industry technician—Level V means an employee who has the level of training and skills of a V10 Vehicle industry tradesperson—Level VI or equivalent so as to enable the employee to apply skills within the scope of this level. 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.
- (ii) At this level the employee is required to exercise judgment and skill in excess of that required at Level V9.

**B.11 V11—Vehicle industry engineering associate—Level I**

**B.11.1** A Vehicle industry engineering associate—Level I means an employee who works above and beyond a technician at Level V10 and has successfully completed third year part-time (or 22 modules) of an Advanced Diploma 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, occupational 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.12 V12—Vehicle industry engineering associate—Level II**

**B.12.1** A Vehicle industry engineering associate—Level II means an employee who works above and beyond a Vehicle engineering associate—Level I and has successfully completed an Advanced Diploma 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.13 V13—Vehicle industry leading technical officer & Principal engineering trainer/supervisor/co-ordinator**

**B.13.1** A Vehicle industry leading technical officer means an employee who works above and beyond an Vehicle industry engineering associate—Level II at Level V12 and has successfully

completed seven modules in addition to the Advanced Diploma or equivalent. 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.

**(a) Principal engineering trainer/supervisor/co-ordinator**

**(i)** A Vehicle industry principal trainer/supervisor/co-ordinator means a trainer/supervisor/co-ordinator who has completed an Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged in this level:

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

**(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; 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.14 V14—Vehicle industry principal technical officer**

**B.14.1** A Vehicle industry principal technical officer works above and beyond an employee at the V13 level and who has successfully completed 15 modules of accredited training in addition to an Advanced Diploma 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.14.2 Vehicle industry trainer/supervisor/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. Such an employee has completed nine modules in supervision and/or training.

#### **B.14.3 Vehicle industry trainer/supervisor/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. Such an employee has completed 15 modules appropriate to supervision and/or training.

### **B.15 Driver classifications**

#### **B.15.1 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.15.2 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.15.3 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.15.4 Vehicle Industry Driver—Level IV—D4**

- (a) Vehicle industry driver—Level IV means an employee who is a driver of articulated vehicles over 25 tonnes.

DRAFT

## Schedule C—Summary of Wage Rates

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

### C.1 Table of Rates

**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.

<b>Working hours</b>	<b>% of minimum ordinary hourly rate/ Minimum casual ordinary hourly rate</b>
Ordinary hours	100%
Ordinary hours on a Saturday	150%
Ordinary hours on a Sunday	200%
Work on a public holiday	250%
Overtime – first 3 hours Monday to Saturday	150%
Overtime –after 3 hours Monday to Saturday	200%
Overtime on a Sunday	200%
<b>Shiftworkers other than those engaged in vehicle manufacturing</b>	
Shiftworker – afternoon and night shift	115%
Shiftworker – permanent night shift	130%
Work on shift not rostered continuous shift worker	200%
Work on shift not rostered non-continuous shift worker	150%
Shiftworker – Saturday	150%
Shiftworker – Sunday	200%
Continuous shiftworker – public holiday	200%
Overtime – continuous shiftworker	200%

<b>Working hours</b>	<b>% of minimum ordinary hourly rate/ Minimum casual ordinary hourly rate</b>
Non-continuous shiftworker – non-successive afternoon or night shift – first 3 hours	150%
Non-continuous shiftworker – non-successive afternoon or night shift – after 3 hours	200%
Overtime - non-continuous shiftworker – first 3 hours Monday to Saturday	150%
Overtime - non-continuous shiftworker – after 3 hours Monday to Saturday	200%
Overtime - non-continuous shiftworker – Sunday	200%
Non-continuous shiftworker – public holiday	250%
<b>Shiftworkers engaged in vehicle manufacturing</b>	
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%
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%
Continuous afternoon or night shift	112.5%
Saturday	125%

**C.1.2 Other Circumstances Attracting a Penalty Payment**

<b>Circumstances</b>	<b>% of minimum ordinary hourly rate/minimum casual ordinary hourly rate</b>

Circumstances	% of minimum ordinary hourly rate/minimum casual ordinary hourly rate
Working through meal breaks (refer clause 13.5(b))	125%
Ship Trials (refer clause 14.4)	125% or 150%
Travelling time payment Sunday or Public Holiday (refer clause 26.4(e)(i))	150%
Unrelieved non-continuous shiftworker for work on RDO (refer clause 30.2(b))	200%
Rest period after overtime (refer clause 30.11(d) and (e))	200%
Call Back Day and Non-continuous shiftworker (refer clause 30.12(b)(i))	150% for first 3 hours 200% thereafter
Call Back continuous shiftworker (refer Clause 30.12(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 26.1, 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** The minimum rates in the table below do not contain any Clause 26.1 all purpose allowances. Where an employee is entitled to a Clause 26.1 all purpose allowance an employee's ordinary hourly rate is calculated according to C.2.1.

Classification	Hourly rate % of minimum hourly rate								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
C14 / V1	17.29	19.45	19.88	20.40	21.61	22.48	25.94	34.58	43.23
C13 / V2	17.79	20.01	20.46	20.99	22.24	23.13	26.69	35.58	44.48

Classification	Hourly rate % of minimum hourly rate								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
C12 / V3	18.47	20.78	21.24	21.79	23.09	24.01	27.71	36.94	46.18
C11 / V4	19.10	21.49	21.97	22.54	23.88	24.83	28.65	38.20	47.75
C10 / V5	20.13	22.65	23.15	23.75	25.16	26.17	30.20	40.26	50.33
C9 / V6	20.76	23.36	23.87	24.50	25.95	26.99	31.14	41.52	51.90
C8 / V7	21.39	24.06	24.60	25.24	26.74	27.81	32.09	42.78	53.48
C7	21.96	24.71	25.25	25.91	27.45	28.55	32.94	43.92	54.90
V8	22.02	24.77	25.32	25.98	27.53	28.63	33.03	44.04	55.05
C6 / V9	23.08	25.97	26.54	27.23	28.85	30.00	34.62	46.16	57.70
C5 / V10	23.55	26.49	27.08	27.79	29.44	30.62	35.33	47.10	58.88
C4 / V11	24.18	27.20	27.13	28.53	30.23	30.67	36.27	48.36	60.45
C3 / V12	25.44	28.62	29.26	30.02	31.80	33.07	38.16	50.88	63.60
C2(a) / V13	26.08	29.34	29.99	30.77	32.60	33.90	39.12	52.16	65.20
C2(b) / V14	27.22	30.62	31.30	32.12	34.03	35.39	40.83	54.44	68.05
<b>Driver classifications</b>									
D1	19.36	21.78	22.26	22.84	24.20	25.17	29.04	38.72	48.40
D2	19.59	22.04	22.53	23.12	24.49	25.47	29.39	39.18	48.98
D3	19.83	22.31	22.80	23.40	24.79	25.78	29.75	39.66	49.58
D4	20.11	22.62	23.13	23.73	25.14	26.14	30.17	40.22	50.28

### 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 26.1, 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 26.1 all purpose allowances Where a casual employee is entitled to a Clause 26.1 all purpose allowance the casual's employee's ordinary hourly rate is calculated according to C.3.1.

**(a) Casual rates—based on 25% casual loading in accordance with clause 6.4(b)(i)**

Classification	Hourly Rate								
	% of casual minimum hourly rate								
	<b>(based on 25% casual loading in accordance with clause 6.4(b)(i))</b>								
	100%	<b>112.5%</b>	115%	<b>118%</b>	<b>125%</b>	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
C14 / <b>V1</b>	21.61	<b>24.31</b>	24.85	<b>25.50</b>	<b>27.01</b>	28.09	32.42	43.22	54.03
C13 / <b>V2</b>	22.24	<b>25.02</b>	25.58	<b>26.24</b>	<b>27.80</b>	28.91	33.36	44.48	55.60
C12 / <b>V3</b>	23.09	<b>25.98</b>	26.55	<b>27.25</b>	<b>28.86</b>	30.02	34.64	46.18	57.73
C11 / <b>V4</b>	23.88	<b>26.87</b>	27.46	<b>28.18</b>	<b>29.85</b>	31.04	35.82	47.76	59.70
C10 / <b>V5</b>	25.16	<b>28.31</b>	28.93	<b>29.69</b>	<b>31.45</b>	32.71	37.74	50.32	62.90
C9 / <b>V6</b>	25.95	<b>29.19</b>	29.84	<b>30.62</b>	<b>32.44</b>	33.74	38.93	51.90	64.88
C8 / <b>V7</b>	26.74	<b>30.08</b>	30.75	<b>31.55</b>	<b>33.43</b>	34.76	40.11	53.48	66.85
C7	27.45	<b>30.88</b>	31.57	<b>32.39</b>	<b>34.31</b>	35.69	41.18	54.90	68.63
<b>V8</b>	<b>27.53</b>	<b>30.97</b>	<b>31.66</b>	<b>32.49</b>	<b>34.41</b>	<b>35.79</b>	<b>41.30</b>	<b>55.06</b>	<b>68.83</b>
C6 / <b>V9</b>	28.85	<b>32.46</b>	33.18	<b>34.04</b>	<b>36.06</b>	37.51	43.28	57.70	72.13
C5 / <b>V10</b>	29.44	<b>33.12</b>	33.86	<b>34.74</b>	<b>36.80</b>	38.27	44.16	58.88	73.60

Classification	Hourly Rate								
	% of casual minimum hourly rate								
	<b>(based on 25% casual loading in accordance with clause 6.4(b)(i))</b>								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
C4 / V11	30.23	34.01	34.76	35.67	37.79	39.30	45.35	60.46	75.58
C3 / V12	31.80	35.78	36.57	37.52	39.75	41.34	47.70	63.60	79.50
C2(a) / V13	32.60	36.68	37.49	38.47	40.75	42.38	48.90	65.20	81.50
C2(b) / V14	34.03	38.28	39.13	40.16	42.54	44.24	51.05	68.06	85.08
<b>Driver classifications</b>									
D1	24.20	27.23	27.83	28.56	30.25	31.46	36.30	48.40	60.50
D2	24.49	27.55	28.16	28.90	30.61	31.84	36.74	48.98	61.23
D3	24.79	27.89	28.51	29.25	30.99	32.23	37.19	49.58	61.98
D4	25.14	28.28	28.91	29.67	31.43	32.68	37.71	50.28	62.85

**(b) Casual rates—based on 17.5% casual loading in accordance with clause 6.4(b)(iv)**

Classification	Hourly Rate								
	% of casual minimum hourly rate								
	<b>(based on 17.5% casual loading in accordance with clause 6.4(b)(iv))</b>								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
C14 / V1	20.32	22.86	23.36	23.97	25.39	26.41	30.47	40.63	50.79
C13 / V2	20.90	23.52	24.04	24.67	26.13	27.17	31.35	41.81	52.26
C12 / V3	21.70	24.42	24.96	25.61	27.13	28.21	32.55	43.40	54.26
C11 / V4	22.44	25.25	25.81	26.48	28.05	29.18	33.66	44.89	56.11
C10 / V5	23.65	26.61	27.20	27.91	29.57	30.75	35.48	47.31	59.13

Classification	Hourly Rate								
	% of casual minimum hourly rate								
	(based on 17.5% casual loading in accordance with clause 6.4(b)(iv))								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
C9 / V6	24.39	27.44	28.05	28.78	30.49	31.71	36.59	48.79	60.98
C8 / V7	25.13	28.27	28.90	29.66	31.42	32.67	37.70	50.27	62.83
C7	25.80	29.03	29.67	30.44	32.25	33.54	38.70	51.60	64.50
V8	25.87	29.11	29.75	30.53	32.34	33.64	38.81	51.75	64.68
C6 / V9	27.12	30.51	31.19	32.00	33.90	35.25	40.68	54.24	67.80
C5 / V10	27.67	31.13	31.82	32.65	34.59	35.97	41.51	55.34	69.18
C4 / V11	28.41	31.96	32.67	33.53	35.51	36.93	42.62	56.82	71.03
C3 / V12	29.89	33.63	34.38	35.27	37.37	38.86	44.84	59.78	74.73
C2(a) / V13	30.64	34.47	35.24	36.16	38.31	39.84	45.97	61.29	76.61
C2(b) / V14	31.98	35.98	36.78	37.74	39.98	41.58	47.98	63.97	79.96



## Schedule D—Summary of Monetary Allowances

### D.1 Wage related allowances

The wage related allowances in this award are based on the standard rate defined in Schedule I—Definitions as the minimum hourly wage prescribed for the C10/V5 level in clause 15.1 = \$20.13

#### D.1.1 Wage related allowances

See clause 26 for full details of wage related allowances payable under this award.

Allowance	Clause	% of standard rate \$20.13	\$
Leading hand allowance <sup>1</sup> :	26.1(a)		
In charge of 3 to 10 employees		166.3	33.48 per week
In charge of 11 to 20 employees		248.4	50.00 per week
In charge of more than 20 employees		316.2	63.65 per week
Ship repairing <sup>1</sup> :	26.1(b)		
Tradespersons		75.5	15.20 per week
All other employees		61.1	12.30 per week
Technical computing equipment <sup>1</sup>	26.1(e)	196.5	39.56 per week
Artificial fertilizers and chemicals <sup>1</sup> :	26.1(g)		
Industry allowance—work in relation to fertilizers and related activities (other than acid)		40.1	8.07 per week
Industry allowance—otherwise		52.7	10.61 per week
General duties		7.2	1.45 per day
Acid production and related activities		11.5	2.31 per day
Fertiliser production and despatch		12.3	2.48 per day

Allowance	Clause	% of standard rate <b>\$20.13</b>	\$
First aid allowance	26.2(b)	75.6	15.22 per week
Supervisor/Trainer/Coordinator—Technical allowance	26.1(f)	-	107% of the minimum wage applicable to the employee's technical classification.
Engine driver and fireperson:	26.2(g)		
Attending to refrigeration compressors		159.7	32.15 per week
Attending to an electric generator or dynamo exceeding 10 kW capacity		159.7	32.15 per week
Being in charge of plant		159.7	32.15 per week
Attending to a switchboard where the generating capacity is 350 kW or over		49.8	10.02 per week
Cleaner, greaser or oiler allowance	26.2(h)	148.0	29.79 per week
Manganese dioxide and other pigments allowance:	26.2(i)		
First 2 hours		8.5	1.71 per hour
More than 2 hours		60.3	12.14 per day
Inspector's allowance (paid in excess of wage payable to employee whose work is inspected)	26.2(j)	155.04	32.21 per week
Carpenter's allowance	26.2(k)	1.25	0.25 per hour
<sup>1</sup> These allowances apply for all purposes of this award			

**D.1.2 Wage related allowances—Special rates**

See clause 26 for full details of wage related allowances—special rates payable under this award.

<b>Allowance</b>	<b>Clause</b>	<b>% of standard rate \$20.13</b>	<b>\$ per hour unless stated otherwise</b>
Cold places allowance	26.3(c)	2.8	0.56
Hot places allowance:	26.3(d)		
Between 46 and 54 degrees Celsius		2.9	0.58
In excess of 54 degrees Celsius		3.8	0.76
Wet places allowance	26.3(e)	2.9	0.58
Confined spaces allowance	26.3(f)	3.8	0.76
Dirty work—other than ship repair work	26.3(g)(i)	2.9	0.58
Dirty work—ship repair work	26.3(g)(ii)	3.8	0.76
Height money	26.3(h)	2.1	0.42
Meat digesters and oil tanks allowance	26.3(i)	2.9	0.58
Sanitary works allowance	26.3(j)	2.0	0.40
Insulation materials allowance	26.3(k)	3.8	0.76
Slaughtering yards allowance	26.3(l)	2.1	0.42
Boiler repairs—smoke-boxes, fire-boxes, furnaces etc.	26.3(m)(i)	2.1	0.42
Boiler repairs—repairs on oil fired boilers etc.	26.3(m)(ii)	7.4	1.49
Explosive powered tools	26.3(o)	7.5	1.51 per day
Ships in dock	26.3(p)	2.1	0.42
Foundry allowance	26.3(q)	2.2	0.44

Allowance	Clause	% of standard rate \$20.13	\$ per hour unless stated otherwise
Boiling down works	26.3(r)	2.1	0.42
Lead works	26.3(s)	2.1	0.42
Handlers of carbon black	26.3(t)	4.8	0.97
Installing or repairing belting underground in mines	26.3(u)	1.5	0.30
Processing free coal dust	26.3(v)	2.1	0.42
Boiler cleaning—engine driver	26.3(w)	8.2	1.65
Foreign rock:	26.3(y)		
Rock phosphate, superphosphate and mixed manure sections receiving ex ship or railway truck		33.6	6.76 per week
Handling rock phosphate to crushers and all other employees in the rock phosphate section		31.8	6.40 per week
Mixing superphosphate		31.8	6.40 per week
Excavating bins, and the manufacture or excavating of superphosphate until dumped on the heap for curing		20.7	4.17 per week
The handling of superphosphate from the heap until loading in wagons or trucks for despatch, etc.		12.6	2.54 per week
Farmers' own bags:	26.3(z)		
Sorting, branding, bagging, etc.		2.5	0.50 per day
Loading double-handling into railway or other trucks, etc.		4.6	0.93 per day

<b>Allowance</b>	<b>Clause</b>	<b>% of standard rate \$20.13</b>	<b>\$ per hour unless stated otherwise</b>
Loading single-handling into railway or other trucks, etc.		6.2	1.25 per day
Soda ash	26.3(aa)	8.8	1.77
Raw materials	26.3(bb)	3.3	0.66
Skimming and floater setting—flat glass tank	26.3(cc)	12.6	2.54 per half hour
Float glass furnace repair	26.3(ee)	-	100% of the minimum wage applicable to the employee
Glass furnace regenerators	26.3(dd)	69.4	13.97 per day
Jack bolt tensioner	26.3(ff)	37.6	7.57 per shift or part thereof
Loading and unloading away from employer's premises	26.3(gg)	37.6	7.57 per shift or part thereof

### **D.1.3 Adjustment of wage related allowances**

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

### **D.2 Expense related allowances**

The following expense related allowances will be payable to employees in accordance with clause 26:

<b>Allowance</b>	<b>Clause</b>	<b>\$</b>
Tool allowance—tradespersons and apprentices <sup>1</sup>	26.1(c)	14.69 per week
Tool allowance—carpenter or joiner or shipwright/boatbuilder <sup>1</sup>	26.1(d)	27.81 per week

<b>Allowance</b>	<b>Clause</b>	<b>\$</b>
Meal allowance	26.2(c)	13.51 per occasion
Vehicle allowance	26.2(a)	0.78 per km
Handlers of carbon black—overall allowance	26.3(t)(ii)	0.35 per day
Expenses—meal	26.4(f)(ii)	13.51 per meal
<sup>1</sup> These allowances apply for all purposes of this award		

### **D.3 Adjustment of expense-related allowances**

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.

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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
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

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

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

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

### **E.3 Eligibility criteria**

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

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

### **E.4 Supported wage rates**

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

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

**E.4.2** Provided that the minimum amount payable must be not less than \$81 per week.

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

## **E.5 Assessment of capacity**

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

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

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

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

**E.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work



Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

### **E.7 Review of assessment**

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

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

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

### **E.9 Workplace adjustment**

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

### **E.10 Trial period**

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$81 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 wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 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 six years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 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.

DRAFT

## Schedule G—National Training Wage

### G.1 Title

This is the *National Training Wage Schedule*.

### G.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

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

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

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

**year 10** includes any year before Year 10

### **G.3 Coverage**

**G.3.1** Subject to clauses G.3.2 to G.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause G.7 to this schedule or by clause G.5.4 of this schedule.

**G.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause G.7 to this schedule.

**G.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

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

**G.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**G.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

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

## G.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- G.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- G.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## G.5 Minimum Wages

Wage rates in tables updated as a result of AWR 2015

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

#### (a) Wage Level A

Subject to clause G.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause G.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

#### (b) Wage Level B

Subject to clause G.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause G.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20
Plus 3 years out of school	433.40	508.20	579.70
Plus 4 years out of school	508.20	579.70	
Plus 5 or more years out of school	579.70		

**(c) Wage Level C**

Subject to clause G.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause G.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
Plus 5 or more years out of school	527.90		

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	623.50	647.70
Wage Level B	601.60	624.70
Wage Level C	547.50	568.20

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

**(a) Wage Level A**

Subject to clauses G.5.2(f) and G.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause G.7.1 are:



	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

**(b) Wage Level B**

Subject to clauses G.5.2(f) and G.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause G.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 5 or more years out of school	19.08		

**(c) Wage Level C**

Subject to clauses G.5.2(f) and G.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause G.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

**(d) School-based traineeships**

Subject to clauses G.5.2(f) and G.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause G.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.71	10.70

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

- (i) Subject to clauses G.5.2(f) and G.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses G.5.2(f) and G.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses G.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses G.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses G.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### G.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### G.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause G.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## G.6 Employment conditions

- G.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- G.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- G.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.  
**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause G.5.2(f)(ii) and not by this clause.
- G.6.4 Subject to clause G.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## G.7 Allocation of Traineeships to Wage Levels

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

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

### G.7.1 Wage Level A

F.7.1 updated in accordance with para [356] [\[2015\] FWCFB 7236](#)

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

Training package	AQF certificate level
	(III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III

Training package	AQF certificate level
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution <u>Logistics</u>	III
Water Industry (Utilities)	III

**G.7.2 Wage Level B**

E.7.2 updated in accordance with para [356] [\[2015\] FWCFB 7236](#)

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III

Training package	AQF certificate level
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II



Training package	AQF certificate level
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**G.7.3 Wage Level C**

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

## Schedule H—2015 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

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

- H.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2015) or New Year's Eve (31 December 2015) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

- (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

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

DRAFT

## Schedule I—Definitions

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 7—Apprentices

**afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight

**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

**applicable rate of pay** means the ordinary hourly rate plus penalties and relevant loadings

**apprentice** includes an adult apprentice

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

**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

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

**casual ordinary hourly rate** means the hourly rate for a casual employee for the employee's classification specified in clause 15—Minimum wages, 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: **AGREED TO APPLY TO MA10 AND VEHICLE MANUFACTURING EMPLOYEES**

- (a) in the case of a ship, inside complete tanks, chain lockers and peaks, under engine beds, under engine room and stockhold floors, or under or inside boilers; and
- (b) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers
- (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.

**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

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

**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

**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

**electrician—special class** means an electrical tradesperson required to apply the additional knowledge as defined to that required of Electrical fitter and/or mechanic as defined in this award and who has been for a period of at least six months mainly engaged in the manufacture and/or installation and/or maintenance of machines and/or equipment incorporating electronic equipment and will include any electrical tradespersons who by agreement with the employer is classified as Electrician—special class

- (a) For the purpose of this definition **additional knowledge** means:
  - (i) that acquired after six months' experience; and

(ii) that acquired in obtaining a fifth year trade certificate including the subject Industrial Electronics I from the Electrical Trades School of South Australia or its equivalent or the satisfactory completion of the first year of one of the following courses, including:

- Post-Trade Industrial Electronics Course of the New South Wales Department of Technical Education;
- The Industrial Electronics Course as approved by the Education Department of Victoria;
- CN311 Electrical Course “C” of the Department of Education, Queensland; and
- The Industrial Electronics Course of the Technical Education Department of Tasmania; or

sufficient knowledge of hydraulics and pneumatics to enable the tradesperson to fault find in the said machines and/or equipment.

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

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

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

**engine driver in charge of plant** means:

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

**engineering streams** are the three broad engineering streams recognised within the classification definitions set out in Schedule 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

**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

**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

**leading boiler attendant or fireperson—first class** means:

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

- (c) the boiler attendant or fireperson employed at a plant where three or more attendants or firepersons are employed at the same time whose duty is to attend to the water of the boilers that are fitted by two or more of the other boiler attendants or firepersons.

**leading boiler attendant or fireperson—second class** means:

- (a) the boiler attendant or fireperson employed at a plant where two boiler attendants or firepersons are employed at the same time who is invested with the superintendence or has to accept the superintendence or responsibility, but does not include any boiler attendant or fireperson where an engine driver is charged with being in charge of the plant; or
- (b) the boiler attendant or fireperson employed at a plant where two boiler attendants or firepersons are employed at the same time and whose duty it is to attend to the water of the boilers that are fired by the other fireperson

**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

**metal and engineering competency standards** means the National Metal and Engineering Competency Standards Implementation Guide distributed by Manufacturing Skills Australia ([www.mskills.com.au](http://www.mskills.com.au))

**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

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

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

**night shift** means any shift finishing after midnight and at or before 8.00 am

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

**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



**ordinary hourly rate** means the hourly rate for the employee's classification specified in clause 15—Minimum wages, 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:

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

**rigger** means an employee responsible for the erection of tackle

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

**ship repairs** means:

- (a) all repair work done on ships; or
- (b) all work, other than the making of spare parts and stores, done in a workshop used for ship repairs only; or
- (c) work done in a workshop used for ship repairing, general engineering, metal moulding, steel construction and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

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

**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

**standard rate** means the minimum hourly wage prescribed for the C10/V5 level in clause 15.1

**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 two or more cylinders the sum of the area of whose bores equals or exceeds the area of a circle 300 mm in diameter

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

**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

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

- (a) 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
- (b) 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.

**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

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

- (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
- (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 2014*

**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

## OUTSTANDING AWARD ISSUES

**1) Clause 5.2 – Facilitative Provisions:** I think the parties previously agreed that this clause should be addressed after all other issues have been sorted. We don't want to keep returning to it time and again as the drafting changes.

**2) Clause 6.6 (c) - Casual employees:**

Amend the preamble as follows:

*'Casual employees, except for casual employees referred to in clause 6.6 (e) will be paid at the relevant minimum hourly rate prescribed by this Award for the work they perform plus a loading as set out in the following table.'*

Also number and amend the provisions after the table as follows:

*'(d) (i) The loadings prescribed in 6.6( c) will not be cumulative and will operate to the exclusion of any other loading in respect of hours of work within this Award. Where more than one loading as prescribed above applies, the employee will be entitled to the highest of the applicable rates.*

*(ii) For the purpose of Clause 6.6 (c), the relevant minimum hourly rates are set out in Clauses 11.2, 11.3,11.7 ,11.6(a) and (b) (un apprenticed junior rates).*

- Delete the second and third dot points – relating to Schedule B and to Clauses 11.2,24.4, 24.5 –the loadings set out in 6.6 ( c) do not apply to these employees.
- Renumber (d) as (e) and amend reference to Clause 23 to 23.3 in (i).

**3) The reference in clause 7.1 to 7.2(a) should simply be a reference to “7.2”**

**4) Clause 8.3 – Training fees – apprentices and trainees.**

Amend (a) towards the end of the clause as follows: *'..., or within 3 months of the apprentice commencing training with the registered training organisation (RTO) , whichever is the later , unless there is unsatisfactory progress;'* – this correction has been flagged for approx. 3-4 years and has not been addressed to date. See wording in Manufacturing Award for similar wording.

**5) Clause 8.7 - Recognition for training and conditions of employment.**

As in the previous point, this correction has been raised years ago and is still to be addressed. Amend (b) by deleting *'..., other than an apprentice undertaking a school-based apprenticeship,'* at the start of the clause. Additionally, add the following sentence at the end of the clause: *'This clause operates subject to the provisions of Schedule E – School-based Apprentices.'*

**6) Clause 8.5 – Minimum wages:**

Reinsert clause and amend as follows: *'The minimum wages applying to junior and adult apprentices are dealt with in clauses 11.9 and 11.10 of the Award.'*

**7) Clause 10.1- Classifications :**

Replace the words 'recognise' with 'carry out' - to be consistent with the existing award.

**8) Clause 10.3 – Classifications:**

Amend 10.3 as follows: '*Employees must perform all work within their skill and competence consistent with the relevant Skill Level Definitions in Schedule A and the Driver classifications in Clause 11.3, including work which is incidental or peripheral to their main tasks or functions , provided that such duties are not designed to promote deskilling.*' There needs to be some link with Schedule A in relation to the classifications and the clause also needs to cover the skills of the Driver classifications (which are not contained in Schedule A).

**9) Clause 11.1 (a) – Minimum hourly rates.**

Reference to Schedule B should be amended to Clause 23.3. All references to Schedule B should be removed as the parties do not agree to include this Schedule.

**10) Clause 11.3 – Driver classifications.**

Suggest insert 'Note' at the bottom of the clause with the following words: '*Note: Class definitions for tow-truck drivers are set out in Schedule H – Definitions*'.

**11) Clause 11.4 – Wage related allowances.**

Given that there are also other wage related in clause 14 – suggest that clause 11.4 includes 'Driver classifications' in brackets ie. '*Wage related allowances ( Driver classifications)*'.

**12) Clause 11.6 – Un-apprenticed juniors.**

The draft amends the current structure for un-apprenticed juniors in that juniors who perform the work of adults at Levels 1-3 to be paid at the relevant % of Level 1 and those juniors performing work in line with a Level 4 classification to be paid a % of Level 4. This proposal will lead to a disturbance in some existing rates with some juniors being paid less and some others being paid more. Un Apprenticed junior rates should expressed as hourly rates.

MTA parties do not agree with this change and seek for the status quo to apply, subject to the removal of certain junior classifications which are manufacturing classifications. Eg. 'Metal finisher' and 'Security person'. Lastly, the weekly rates in 11.6(a) and 11.6(b) should also include minimum hourly rates.

**13) Clause 12 – Payment of wages.**

We believe that there is a FB decision pending on this issue. It is proposed that once the decision is handed down that the model or new standard provisions can be discussed for inclusion into the Award. Also, the placement of **clause 12.7** (new clause) – re additional requirements (on term payments presumably) for vehicle salespersons should be reviewed after dealing with the above decision.

**14) Clause 14- Wage related allowances.**

MTA parties believe that some of these allowances should be deleted with Section 2 being removed from the Award i.e. Inspectors allowance (14.3), Carpenters allowance (14.4), Height money (14.15), Boiler house(14.17), and Foundry allowance(14.19).

**15) Clause 15- Expense related allowances**

As above, there a need to delete the reference to 'carpenters' in 15.5.

**16) Clause 18- Ordinary hours of work, breaks and rostering.**

- Clause 18.2 (e) needs to be re-inserted (ie any other work cycle) and the new (e) deleted – not part of RS&R – taken from deleted Section 2 – see Cl: 40.3(a) of draft.
- Clause 18.5 (a) preamble should be amended to reflect the decision (see para 59 of 16 August 2016 decn). Amend date in 18.5 (b) to '*date of variation*'.
- Clause 18.6 – Crib breaks. Should be deleted – not part of RS& R – again taken from Section 2.

**17) Clause 20 – Overtime.**

There are references in this clause (20.1 (b)) as well as in Clause 23 to 'permanent' employees (service station staff). Suggest that this should be amended to 'full-time and part-time' employees.

- Amend 20.1(b) to indicate: 'full-time, part-time and casual employees employed as driveway attendants, roadhouse attendants and console operators working in fuel retailing establishments (see clause 23.5), and other casual employees (see clause 6.6).
- Delete 20.1 (c)
- Amend clause 20.3(d) (iii) – to indicate '*in accordance with clause 12.5- Make up time and clause 12.6- Make up time after stand-down*'. Delete (iv) and (v). Subclause (iii) already covers it.
- clause 20.5 (a) – Unsure as to why this was deleted. Seek re-insertion .
- -clause 20.6 – TOIL . We believe that there is a FB decision on this issue [2016 FWCFB 6178 of 31/8/2016]. MTA parties seek inclusion of any model term in the Award. Delete the word 'placed' in first line of subclause (c ) – unnecessary.
- Also commence 20.9 (c) with: '*Notwithstanding clause 20.9(a) and 20.9(b) where by mutual agreement, minimum hourly rate*'.

**18) Clause 21 – Shiftwork penalties.**

Amend 21.1 (a) as follows: *'a casual employee employed to perform duties of a driveway attendant, roadhouse attendant or a console operator (see clause 23), or other casuals see clause 6.6); or'*,

- Clause 21.2 – insert the word 'relevant' immediately prior to the words 'minimum hourly rate:'

**19) Clause 22 – Breaks.**

Amend clause 22.1 (c) as follows: Amend reference to clause '22.2' to '22.1 (d)'.

Also create a new subclause (d) to cover the last sentence in (c) . ie. *'(d) The employer and the majority of employees in an establishment ..... without a meal break.'*

**Reason:** the majority clause exemption should be a separate clause 'below' instead of part of the same sub-clause (c). Also renumber existing (d) as subclause (f) – this subclause should come after (e). Amend the reference to '22.1 (c)' in 22.2 (a) (i) to '22.1 (d)'

**20) Clause 23 – Special provisions – driveway attendants, roadhouse attendants and console Operators**

- Amend title of clause 23.2 to 'Prohibited work for certain juniors'. This is consistent with the federal award as well as clause 7.2 re juniors. It is the periods/times of work that is prohibited, not juniors, per say.
- The second "determined" in clause 23.1(a)(i) should be removed.
- Clause 23.3 should be amended to reflect the agreement reached between the MTA parties and the SDA on how these three streams of casual rates will be identified in the Award and the clauses numbered as 23.3 (a), (b) and (c)
- Clause 23.4 . As indicated in item 17 above, amend 'permanent' to 'full-time and part-time' in 23.4 (a), 23.5 (a) and (b).
- Clause 23.5. Renumber existing sub-clause (c) as (e) and delete the words '170% on the minimum hourly rate for any overtime hours worked' and replace with: *' in accordance with the relevant overtime rates as set out in clause 23.3 (a), (b) and (c)'*
- Renumber subclause (d) as (c) and commence the subclause with the words: *'A full-time or a part-time employee required to work overtime on a Sunday..... appropriate rate.'*
- Add a further new sub-clause (d) as follows: *'(d) The extra rates in 23.5 (b) are in substitution for and not cumulative upon the shiftwork allowances prescribed in Clause 21.'* This provision (current award clause 43.4(b) ) has been left out in this draft in error. Also renumbering is appropriate so that the 'permanent' staff overtime provisions are dealt with first and then the casual overtime provisions.



**21) Clause 24 – Special provisions – persons employed principally to sell vehicles.**

- Insert the word 'accident' immediately prior to 'make-up pay' in 24.1 (b) (ii).
- Insert the word 'relevant' immediately prior to 'minimum hourly rate' in 24.2 (a), (b) and (c) – this is consistent with the terms of (d).
- Insert the word "and" immediately prior to and at the end of 24.4 (b) as follows: " ..., and
- then this commission or any commission outstanding will be payable;' Amend reference to 'Schedule B' in Clause 24.6 to Schedule (C).
- The numbering in relation to the subclause (clause 38.5) "Calculation of wages" is incorrect and should be 24.7.

**22) Clause 25 – Annual leave**

Insert new std provisions re Electronic funds transfer payment of annual leave ; Cashing out of annual leave; Excessive annual leave; Annual leave paid in advance?

**23) The Schedules:**

**Schedule B – Summary of hourly rates of pay** – I believe the parties have agreed that it is inappropriate to be included in this Award – far too many rates that will take an eternity to check every NWC. In any case, all wage rates in the draft needs updating to reflect the current rates.

**Schedule C – Summary allowances** – if kept, will also need to be updated. However, no point in having these rates in the allowances clauses 14 & 15 of the award as well as in this Schedule. The allowances clauses will need to be amended to refer the user to the Schedule for the prescribed allowance rates.

**Schedule F – NTW Schedule** – needs updating re rates.

**Schedule H – Definitions.** MTA parties do not agree to the inclusion of a definition for 'all purposes' as there are no 'all purpose' allowances in the award.