

Annotated Manufacturing and Associated Industries and Occupations Award 2020

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Provided with each new version of the Annotated Modern Award will be this introduction detailing the most recent changes included in your digital copy.

Variations included in the latest version

Since the publication of Update 19 to the Annotated Manufacturing and Associated Industries and Occupations Award 2020 in July 2025, variations to the following have been made:

- Following the Fair Work Commission's review of industry-specific small business redundancy provisions 'Clause 46.4(a) Furnishing employees of small business employers' has been varied by deleting the existing clause and inserting a new version.

To assist in identifying sections where content has been modified a vertical line appears on the outside of the page, as shown here. Changes are also linked to in the Summary of variations table below.

The table details all past versions of the Annotated Modern Award and the determinations included in each release. The version number is present in the header of each page of the Annotated Modern Award and represents the update number, month and year of publication. For example, Update 17 - Oct 2024. The issue number in the header changes only when we re-issue a full reprint.

Summary of variations table

Issue	Version number	Date published	Determination	Details of amendments	Content varied*
1	Update 20 - Dec 2025	03/12/2025	PR794026	Review of industry-specific small business redundancy provisions in certain modern awards	Clause 46.4a
1	Update 19 - July 2025	07/07/2025	PR786548 PR786712 PR786538	In response to the Annual Wage Review 2024-25 Decision, increased wage rates and allowances, expense-related allowances (if applicable) and supported wage system wage rates.	Clauses 20.1 , 21.1 , 21.6 , 24.1 , 30.2-30.4 , 54.2-54.8 , C.2 , C.3 , D.2 , G.4 Guidance Notes: Allowances and Special Rates , Annual Leave , Apprentices

* Summary of Variations table includes content varied in the past 12 months only.

Manufacturing and Associated Industries and Occupations Award 2020



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Part 1–Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Manufacturing and Associated Industries and Occupations Award 2020*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

Australian Industry Group annotation

Definitions – 2

The award contains many definitions that are relevant when determining the entitlements of employees under the award. The following definitions are particularly important when determining how particular penalties, loading and allowances are calculated: ‘all purposes’, ‘casual ordinary hourly rate’ and ‘ordinary hourly rate’.

In this award, unless the contrary intention appears:

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

adult apprentice means a person of 21 years of age or over at the time of entering into a training contract as provided for in clause 12–Apprentices.

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

afternoon shift, for Vehicle Manufacturing employees covered by clause 4.8(a)(xi), has the meaning given in clause 56.1(a)(i).

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

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

apprentice includes an adult apprentice.

boiler attendant or fireperson—first class means a boiler attendant or fireperson who attends to 2 or more boilers or 2 or more suction gas generators, or one boiler the evaporation capacity of which attributed thereto by the maker exceeds 5000 kg but less than 45000 kg of steam per hour, or one gas generator supplying a total engine load capacity attributed thereto by the maker of not less than 740 kW.

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

casual employee has the meaning given by section 15A of the [Act](#).

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

casual ordinary hourly rate means the hourly rate for a casual employee for the employee's classification specified in clause 20—Minimum rates, inclusive of the casual loading. Where an employee is entitled to an all-purpose allowance, this allowance forms part of that employee's ordinary hourly rate.

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

- (a) in the case of a ship, inside complete tanks, chain lockers and peaks, under engine beds, under engine room and stockhold floors, or under or inside boilers;
- (b) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers; and
- (c) work on the inside of tanker type vehicles such as those used in carrying petrol, milk, flour, cement and the like, but not other work on vehicles.

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

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

employee means national system employee within the meaning of the [Act](#).

employee organisation has the meaning given by section 12 of [Act](#).

employer means national system employer within the meaning of the [Act](#).

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

engine driver in charge of plant means:

- (a) when 2 or more drivers are employed at the plant at one time, the engine driver who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
- (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 3 broad engineering streams recognised within the classification definitions set out in Schedule A—Classification Structure and Definitions namely, electrical/electronic, mechanical and fabrication. The streams are defined as the:

- (a) **electrical/electronic stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, such as electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, and communication and information processing.

- (b) **mechanical stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments and refrigeration, and the use of related computer controlled equipment, such as Computer Numeric Controlled machine tools.
- (c) **fabrication stream** which includes fabrication in all materials, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing and sheet metal work and the use of related computer controlled equipment.

enterprise has the meaning given by section 12 of the [Act](#).

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

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

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

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

leading boiler attendant or fireperson—first class means:

- (a) the boiler attendant or fireperson employed at a plant where 3 or more firepersons are employed at the same time who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility, but does not include any boiler attendant or fireperson where an engine driver is charged with being in charge of plant; or
- (b) the boiler attendant or fireperson employed at a plant where 3 or more attendants or firepersons are employed at the same time whose duty is to attend to the water of the boilers that are fitted by 2 or more of the other boiler attendants or firepersons.

leading boiler attendant or fireperson—second class means:

- (a) the boiler attendant or fireperson employed at a plant where 2 boiler attendants or firepersons are employed at the same time who is invested with the superintendence or has to accept the superintendence or responsibility, but does not include any boiler attendant or fireperson where an engine driver is charged with being in charge of the plant; or

- (b) the boiler attendant or fireperson employed at a plant where 2 boiler attendants or firepersons are employed at the same time and whose duty it is to attend to the water of the boilers that are fired by the other fireperson.

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

metal and engineering competency standards means the standards referred to in the National Metal and Engineering Competency Standards Implementation Guide distributed by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee.

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

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

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

night shift, for Vehicle Manufacturing employees covered by clause 4.8(a)(xi), has the meaning given in clause 56.1(a)(ii).

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

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

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

- (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.

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.

small business employer has the meaning given by section 23 of the [Act](#).

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

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

steam engine—first class means a turbine or an engine or engines having a single cylinder with a bore of 300 mm in diameter or over, or having singly or together 2 or more cylinders the sum of the area of whose bores equals or exceeds the area of a circle 300 mm in diameter.

steam engine—second class means an engine or engines having a single cylinder with a bore less than 300 mm in diameter or having singly or together 2 or more cylinders the sum of the area of whose bores is less than the area of a circle 300 mm in diameter.

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

- (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.

vocational fields are the 5 vocational fields recognised within the classification structure of this award, namely, trade, technical, engineering/manufacturing, supervisor/trainer/coordinator, and professional. The fields are defined as the:

- (a) **trade field** which includes employees who possess as a minimum qualification a trade certificate in any of the engineering streams or a Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades.
- (b) **technical field** which includes:
 - (i) production planning, including scheduling, work study, and estimating materials, handling systems and like work; or
 - (ii) technical work including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; or
 - (iii) design and draughting and like work.
- (c) **engineering/manufacturing field** which includes employees primarily engaged in production work including production, distribution, stores and warehousing, which does not require a qualification in the trade, technical, professional or supervisory fields.
- (d) **supervisor/trainer/coordinator field** which includes employees who are or who are mainly:
 - (i) responsible for the work of other employees and/or the provision of on-the-job training including coordination and/or technical guidance; or
 - (ii) responsible for the supervision and/or training of other supervisors or trainers; or
 - (iii) responsible primarily for the exercise of technical skills up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- (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 2020*.

workplace delegate has the meaning given by section 350C(1) of the [Act](#).

3. The National Employment Standards and this award

Australian Industry Group annotation

The National Employment Standards and this award – 3

A copy of the award and the National Employment Standards (NES) must be available to all employees to which they apply as together they form the safety net of entitlements for employees.

The NES are a set of legislated minimum entitlements set out in the *Fair Work Act 2009*, covering the following topics:

- maximum weekly hours;
- requests for flexible working arrangements;
- offers and requests for casual conversion;
- parental leave and related entitlements;
- annual leave;
- personal/carer's leave, compassionate leave, and family and domestic violence leave;
- community service leave;
- long service leave;
- public holidays;
- superannuation contributions;
- notice of termination and redundancy pay; and
- the Fair Work Information Statement and Casual Employment Information Statement.

Throughout the award, there are references to entitlements under the NES. The general rule regarding the interaction of the NES with modern awards is that a modern award cannot exclude the NES or any part of it, and any term of the modern award must not be detrimental to an employee in any respect, compared with the NES. However, the *Fair Work Act 2009* expressly permits modern awards to deal with certain matters that can be ancillary, incidental to or supplement the NES.

Any term in a modern award is of no effect to the extent that it contravenes the interaction rules. Throughout this award, there are ancillary and supplementary clauses to the NES which extend the entitlements under the NES.

Australian Industry Group publishes the [National Employment Standards Handbook](#), providing a comprehensive and practical guide on how these entitlements apply in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

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

Australian Industry Group annotation

Coverage – 4

This clause sets out the circumstances in which an employer and employee are covered by the terms of this award. It does this by defining industries and occupations that are covered by the award, and also by excluding certain employers, employees, and occupations.

Determining whether this award covers a workplace is essentially a three part question:

1. Is the relevant industry or occupation described in clause 4?
2. Are the relevant employees' classification/s described in Schedule A or B?
3. Do any of the exclusions listed in clause 4.10 apply?

If the answers to questions 1 and 2 above are YES and no exclusions apply, then the employer and the employees will be covered by this award. The answers to the above 3 questions can be complex. Members who are not absolutely sure of the answers should contact Australian Industry Group Workplace Advice Line on 1300 55 66 77. In addition, for further information please see [Guidance Note - Classification of Employees](#).

Coverage of manufacturers of motor vehicles and/or components

As part of the 4 yearly review, the coverage of this award has been expanded to include employers and employees previously covered by the *Vehicle Manufacturing, Repair, Services and Retail Award 2010* (the Vehicle Award) who are engaged in the manufacture of motor vehicles and/or components. That award has been renamed the *Vehicle Repair, Services and Retail Award 2020*.

These vehicle manufacturing industries are specified in subclauses 4.8(a)(xi), 4.8(a)(xii) and 4.8(a)(xiii). This expanded coverage is operative from 29 May 2020.

A new Part 9 – Vehicle Manufacturing Employees and a new Schedule B containing associated classifications, have been included. The clauses in Part 9 apply to those manufacturers of motor vehicles and/or components that were previously covered under the Vehicle Award. The provisions in Parts 1 to 8 of the Award also apply to these employers and employees, except where specified to the contrary in a particular clause.

Many employers in the motor vehicle (and components) manufacturing and repair industries were covered by the *Manufacturing and Associated Industries and Occupations Award 2010* prior to 29 May 2020. These employers had been bound to observe the *Metal, Engineering and Associated Industries Award 1998* and its predecessors (rather than the Vehicle Manufacturing Award) prior to the commencement of the Manufacturing Award on 1 January 2010. The provisions in Part 9 and Schedule B do not apply to these employers and their employees. Instead, the provisions in the other Parts of the Award apply.

Application of the award to a ‘high income employee’

The award does not apply to a ‘high income employee’, as defined under the *Fair Work Act 2009* (the Act) (section 47(2)). However, such employees are still covered by the National Employment Standards (section 61(1)) and retain the right to pursue an unfair dismissal claim (section 382(b)(i)). Essentially, an employee is a ‘high income employee’ if his or her annual earnings (excluding superannuation) exceed a threshold set each year through the *Fair Work Regulations* and the employee has a ‘guarantee of annual earnings’ which meets the requirements of the Act. It is important to note that the Act contains a set of mandatory provisions relating to such guarantees.

For advice on whether an employee meets the definition of a ‘high income employee’ under the Act, contact Australian Industry Group Workplace Advice Line on 1300 55 66 77.

Australian Industry Group can also assist members with the drafting of standalone guarantees of annual earnings or drafting of employment contracts containing a guarantee. A template ‘[Offer of Guarantee of Annual Earnings Letter](#)’ is also available to members at Australian Industry Group HR Resource Centre.

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

4.2 The award does not cover:

- (a) an employer who is outside the scope of clause 4.8(a) or (b) unless such an employer employs an employee covered by clause 4.8(c) and the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee; or
- (b) exempt employers and employees, as set out in clause 4.10.

4.3 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.4 This award covers any employer which supplies labour on an on-hire basis in the manufacturing and associated industries and occupations in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in those industries.

4.5 This award covers any employer which supplies on-hire employees in occupations set out in clause 4.8(c) covered by the classifications in this award and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee.

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

4.7 This award covers employers which provide group training services for apprentices and/or trainees engaged in the manufacturing and associated industries and occupations and/or parts of those industries and/or occupations set out at clause 4.8 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 4.8 are being performed. Clause 4.7 operates subject to the exclusions from coverage in this award.

4.8 Manufacturing and Associated Industries and Occupations means:

- (a) the following industries and parts of industries:
- (i) the manufacture, making, assembly, processing, treatment, fabrication and preparation of:
 - the products, structures, articles, parts or components set out in clause 4.9; or
 - the materials or substances set out in clause 4.9; or
 - any products, structures, articles, parts or components made from, or containing, the materials or substances set out in clause 4.9.
 - (ii) the coating, painting, colouring, varnishing, japanning, lacquering, enamelling, porcelain enamelling, oxidising, glazing, galvanising, electroplating, gilding, bronzing, engraving, cleaning, polishing, tanning, dyeing, treatment and finishing of any of the items referred to in clause 4.8(a)(i).
 - (iii) the repair, refurbishment, reconditioning, maintenance, installation, testing and fault finding of:
 - any of the items referred to in clause 4.8(a)(i); or
 - floor covering; or
 - plant, equipment and buildings (including power supply) in the industries and parts of industries referred to in clauses 4.8(a)(i) and (ii); or
 - plant, equipment and buildings (including power supply) in any other industry.
 - (iv) mechanical and electrical engineering.
 - (v) space tracking.
 - (vi) farriery (other than in the racing industry).
 - (vii) bottle merchants.
 - (viii) the printing and processing of photographs from film.
 - (ix) every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing industries, parts of industries or occupations.
 - (x) handling, sorting, packing, despatching, distribution and transport in connection with any of the foregoing industries or parts of industries.
 - (xi) the industries and parts of industries in clause 4.8(a)(xii) in respect of:

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

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

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

- the manufacturing, assembling or repairing of carriages, carts, wagons, trucks, motor cars, bodies, motorcycles, railway cars, tram cars, side-cars or other vehicles or parts or components or accessories in wood, metal and/or other materials; and
- manufacturing, assembling, fabricating, installing, servicing, maintaining, reconditioning or repairing of engines or vehicle servicing equipment and agricultural machinery or implements or the like.

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

- (b)** the provision of any of the operations or services set out in clause 4.8(a) on a contract basis by one business to another business, where the first business is independent of the second business.
- (c)** the following occupations:
- (i)** maintenance employees in the engineering streams.
 - (ii)** technical workers.
 - (iii)** draughtspersons.
 - (iv)** production planners.
 - (v)** trainee engineers.
 - (vi)** trainee scientists.
 - (vii)** engine drivers.

4.9 For the purposes of clause 4.8(a)(i), the **products, structures, articles, parts, components, materials and substances** include:

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

- (s) all products made from or containing plastic or rubber, or substitutes for plastic or rubber.
- (t) synthetic resins, powders, tablets, etc, used in the plastics industry.
- (u) duperite, bakelite, casein or similar compositions, synthetic rubberlikes, guttaperchalikes, rubberlike plastics, nitrocellulose, celluloid, leathercloth and elastomers.
- (v) thermoplastics and thermo-setting plastics, cellulose plastics, perspex, cellulose acetate butyrate, polymethyl methacrylate, nylon 66, polyethylene 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.

4.10 Manufacturing and Associated Industries and Occupations does not mean:

- (a) plumbers, unless employed in establishments covered by this award.
- (b) the sugar industry, unless the work is carried out by contractors covered by this award who are performing work in sugar mills, bulk sugar and molasses terminals, sugar refineries and sugar industry research organisations.
- (c) security personnel.
- (d) gardeners.

- (e) cleaners, unless the cleaning work is incidental to the performance of other work covered by this award or the employee is employed most of the time in cleaning work in factories covered by this award, provided that this award does not cover contract cleaning companies.
- (f) with regard to locomotives, rolling stock, railway lines and components, work carried out by employees of a Rail Transport Operator or on-site in the building and construction industry.
- (g) with regard to transmission cables, installation and maintenance work carried out in the power industry, telecommunications industry or on-site in the building and construction industry.
- (h) employees of electrical contractors, being any entity principally engaged in the business of providing electrical services on a contract basis.
- (i) employers or employees engaged in glass and glazing work or glass and glazing contracting covered by the *Joinery and Building Trades Award 2020*.

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

5. Individual flexibility arrangements

Australian Industry Group annotation

Individual flexibility arrangements – 5

This clause enables an employer and an individual employee to reach agreement, known as an individual flexibility arrangement, to vary the application of any of the terms listed in this clause. For example, an employer and employee may agree to vary the application of the award, as it relates to the employee, so that annual remuneration is inclusive of up to 2 hours overtime per week, shift loadings and allowances (clause 5.1), subject to the employee being better off overall. Agreements can be initiated by both the employer and employee. The clause sets out procedural requirements for making a flexibility agreement. Individual flexibility arrangements cannot be offered as a condition of employment; they can only be entered into with an existing employee.

What are 'arrangements for when work is performed'?

The FWC has previously considered what sorts of provisions fall within the ambit of 'arrangements for when work is performed.' In *Modern Awards Review 2012–Award Flexibility [2013] FWCFB 2170* the FWC considered that the term is intended to cover the entitlements listed in s 139(1)(c) of the *Fair Work Act 2009*, being 'hours of work, rostering, notice periods, rest breaks and variations to working hours.'

In the same decision, the FWC also decided that minimum engagement periods, such as those for casual employees, are provisions about minimum payments, not about when work is performed, so cannot be varied under this provision.

Conduct in relation to flexibility agreements

The general protections provisions of the *Fair Work Act 2009* (Part 3 - 1 Division 3) prohibit the taking of 'adverse action' against an employee in respect of the making or termination of an individual flexibility arrangement. This includes behaviour or actions that constitute 'coercion', 'undue influence or pressure' or 'misrepresentation'. Adverse action includes dismissing the employee, causing injury to the employee during the course of employment, or altering the position of the employee to the employee's prejudice and discrimination. Breaches of Division 3 can attract significant penalties.

Key questions in considering and implementing individual flexibility agreements under clause 5

Individual flexibility agreements offer important flexibilities that can be of mutual benefit to both the business and the employee. However, before proceeding in making an individual flexibility agreement, employers should be able to answer the following questions:

- How viable is the proposed flexibility in the short and long term?
- What will be the impact of having some employees under flexibility agreements and some remaining under the standard terms of the award?
- Will the proposed variations pass the better off overall test?
- Does the employee truly understand the proposal?
- Is the wording of the proposed agreement clear, including clearly specifying which award clauses are being varied and how?

If the answer to any of the questions above is NO or NOT SURE or you require any assistance in exploring the suitability of flexibility agreements for your business, or in drafting such agreements, please contact Australian Industry Group Workplace Advice Line on 1300 55 66 77.

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or

- (d) allowances; or
 - (e) annual leave loading.
- 5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3 An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4 An employer who wishes to initiate the making of an agreement must:
 - (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6 An agreement must do all of the following:
 - (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7 An agreement must be:
 - (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

Australian Industry Group annotation

Requests for flexible working arrangements – 6

From 1 August 2023, the terms relating to requests for flexible working arrangements are provided completely by the National Employment Standards (NES) in section 65 of the *Fair Work Act 2009*. Previously the award supplemented the flexible working arrangements terms in the NES by providing procedural requirements.

The NES include a right for certain eligible employees with 12 months' continuous service with an employer (or a long term casual with a reasonable expectation of continuing employment) to request flexible working arrangements. Such a request may only be refused on 'reasonable business grounds'.

Common forms of flexible work arrangements include part-time work, flexible start and finish times or being able to work from home. However, an arrangement can take any form as long as it suits both the employee and employer and does not breach workplace laws.

Flexible work arrangements - New requirements

From 6 June 2023 the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* expanded the circumstances in which an employee may request flexible working arrangements under the NES to include:

- an employee, or a member of their immediate family or household, experiencing family or domestic violence as defined for the purposes of Paid Family and Domestic Violence Leave entitlement; and
- an employee who is pregnant.

The other groups of employees who may make such a request under the current provisions of NES include:

- An employee who is the parent, or has responsibility for the care, of a child who is of school age or younger.
- An employee who is a carer of a person with either a disability, a medical condition, a mental illness, or who is frail and aged.
- An employee who has a disability.
- An employee who is 55 or older.
- An employee who is experiencing violence from a member of the employee's family.
- An employee who provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

The manner in which an employer must respond to a request to access flexible work arrangements under the NES now reflects the model term that previously existed in modern awards including this award. This includes the requirement for employers to follow procedural obligations when considering and responding to such a request.

In addition, the NES now contains a new dispute resolution and civil provisions in respect of flexible working arrangements that can be accessed by relevant parties along with clause 43–Dispute resolution of this award.

Members who require assistance in responding to requests for flexible work arrangements, should contact Australian Industry Group Workplace Advice Line on 1300 55 66 77.

Requests for flexible working arrangements are provided for in the [NES](#).

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

7. Facilitative provisions

Australian Industry Group annotation

Facilitative provisions – 7

This clause allows agreement to be reached to vary certain award provisions (within defined limits) as they relate to particular employees and workplaces. There are three separate procedures, namely 'Facilitation by Individual Agreement', 'Facilitation by Majority or Individual Agreement', and 'Facilitation by Majority Agreement'. For majority agreement to vary a particular award provision, the vote will have no effect unless it has been taken with the agreement of the employer.

The award provisions that may be varied are often only a sub-clause of a wider clause, so care must be taken to restrict any variation to the specified provision. The flexibility permitted by Clause 7 - Facilitative provisions is in addition to the flexibility permitted under Clause 5 - Individual flexibility arrangements. The process for obtaining valid agreement under clause 7 is also different to clause 5. If the desired flexibility is covered by both clause 5 and clause 7, the employer has the option of using the agreement making procedure in either clause.

Time and wages records/evidence of agreement

A key requirement is the keeping of time and wages records of all agreements reached under the facilitative provisions. Otherwise the agreement will be invalid. The award does not define what a 'time and wages record' is. Division 3 in the *Fair Work Regulations 2009* sets out specific provisions relating to the keeping of employee records.

The record should provide sufficient detail so that a Fair Work Inspector is able to ascertain what has been agreed and how the award applies in respect of the relevant employee/s. Where appropriate, any time limits put in place on the agreement should also be recorded. The award does not define what is acceptable evidence of an 'agreement'. It is recommended that all agreements, whether individual or majority, be committed to writing and that agreements reached with individual employees be signed and placed in the employee's personnel file.

In relation to majority agreements, it is recommended that the proposal be put to employees in writing and a record retained of the method of ascertaining majority consent, for example, *'A vote was conducted on (insert date) for which all employees in the section were present. (Insert number) out of (Insert number) employees (being a majority) voted 'Yes'. This process and outcome is verified by (Insert name) for the employer and (Insert name) for the employees in the relevant section of the workplace'*.

What types of agreement can be reached?

Many different types of agreement could be reached under clause 7, including:

- An agreement which applies on one occasion only; or
- An agreement which applies for a specified period of time; or
- An agreement which applies indefinitely.

Members requiring advice on any aspects of clause 7 are invited to contact Australian Industry Group Workplace Advice Line on 1300 55 66 77.

7.1 Agreement to vary award provisions

- (a) This award also contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 7.2, 7.3 and 7.4.
- (b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

Australian Industry Group annotation

Facilitation by individual agreement – 7.2

Facilitation by individual agreement is relatively straightforward. Clause 7.2(a) lists the provisions that can be varied by agreement and clause 7.2(b) requires that the agreement be kept as a time and wages record.

7.2 Facilitation by individual agreement

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

Clause number	Provision
10.2	Minimum engagement for part-time employees
10.4	Variation to hours of part-time employment
11.2	Minimum engagement for casuals
17.7	Make-up time

Clause number	Provision
18.5(b)	Meal break
28	Annualised wage arrangements
30.2(c)(iv)	Tool allowance
32.8	Time off instead of payment for overtime
32.11(e)	Rest break
32.12(e)	Rest period after overtime
34.6	Electronic funds transfer (EFT) payment of annual leave
34.12	Annual leave in advance
34.13	Cashing out of annual leave
40.4	Substitution of public holidays by agreement
48	Casual loading for vehicle manufacturing employees in the technical field
57.1	Time off in lieu of overtime–Vehicle manufacturing employees
57.2	Overtime crib breaks–Vehicle manufacturing employees

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

Australian Industry Group annotation

Facilitation by majority or individual agreement – 7.3

The procedural aspects of clause 7.3 are complex. An employer must, therefore give careful consideration to an appropriate strategy to achieve the desired outcome. The award provisions that can be varied by agreement are listed at clause 7.3(a). Clause 7.3(b) and (c) provide that an employer can reach agreement to vary any of the listed award provisions with a majority of employees in the workplace or a section of it. However, having obtained majority consent, the employer must then obtain the agreement of each individual employee to be covered by the facilitative provision. This individual agreement must then be recorded in writing and retained as a time and wage record. Alternatively, the employer may seek to vary a listed award provision by agreement with individual employees. However, such individual agreements may only be sought if the employer has not already attempted to obtain majority support. Further, agreement can only be made with individuals who, in total, make up less than a majority of the workplace or relevant section of it.

Having regard to the above, the employer should consider whether the desired variation is one that needs to be applied to the entire relevant workforce for it to be effective. If the answer is 'Yes' then the best course of action would be to seek majority agreement. Employers also need to carefully consider whether they are likely to be successful in obtaining individual consent in addition to majority agreement. If the answer is 'No', then it may be a more effective strategy to simply pursue individual agreement under clause 7.3(c).

7.3 Facilitation by majority or individual agreement

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

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

- (b) Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 7.3(a), the employer must not implement that agreement unless:
- (i) agreement is also reached between the employer and each individual employee to be covered by the facilitative provision; and
 - (ii) the agreement reached is kept by the employer as a time and wages record.
- (c) Where no agreement has been sought by the employer with the majority of employees in accordance with clause 7.3(b), the employer may reach agreement with individual employees in the workplace or a section or sections of it and the agreement binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of it.

Australian Industry Group annotation

Facilitation by majority agreement – 7.4

This provision enables specified clauses to be varied by agreement with the majority of employees in the workplace or relevant section of it. The clauses that may be varied are listed in clause 7.4(a). The benefit of this clause is that once a majority of employees have agreed, the variation applies to all of the employees in the workplace, or relevant section of it, provided that the agreement is kept by the employer as a time and wages record.

Clause 7.4(c) details a final safeguard in that any proposal to vary:

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

requires that a union that has members in the workplace covered by this award be informed and consulted on the proposed variation. However, union consent is not required for introduction of the proposed variations.

7.4 Facilitation by majority agreement

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

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

(b) Where agreement is reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 7.4(a), that agreement binds all such employees provided the agreement reached is kept by the employer as a time and wages record.

(c) **Additional safeguard**

(i) An additional safeguard applies to:

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

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

7.5 Majority vote at the initiation of the employer

A vote of employees in the workplace or a section or sections of it which is taken in accordance with clauses 7.3(a) and 7.4 to determine if there is majority employee support for the implementation of a facilitative provision, is of no effect unless taken with the agreement of the employer.

Part 2 – Types of Employment

Australian Industry Group annotation

Types of Employment – Part 2

Part 2 provides for various types of employment.

When offering employment, it is recommended that the terms of the proposed employment relationship are set out in writing. The employment offer should set out the general conditions of employment including, for example, such matters as rates of pay, classification, superannuation arrangements and shift work requirements. The type of employment being offered should also be stated - full-time, part-time or casual.

Information statements required by the *Fair Work Act 2009*

The Fair Work Act 2009 (Act) requires employers to provide certain information statements to employees. There are three types of statements required by the Act based on the type of employment:

- The Fair Work Information Statement must be provided to all employees.
- The Casual Employment Information Statement must be provided to all casual employees.
- The Fixed Term Contract Information Statement must be provided to all employees entering into a contract with an identified end date.

Commencing on 26 August 2024, employers must also provide the Casual Employment Information Statement after a casual employees has reached particular periods of service. For further information on providing the Casual Employment Information Statement, see [Guidance Note – Casual Employees](#).

Each statement must be provided before, or as soon as practicable after, the employee starts employment. The above Information Statements can be found at the [Fair Work Ombudsman's website](#).

Australian Industry Group publishes a [Forms of Employment Handbook](#), providing a comprehensive and practical guide on employment options available in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbook or email publications@australianindustrygroup.com.au.

8. Types of employment

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

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

9. Full-time employees

Australian Industry Group annotation

Full-time employees – 9

Employment under the award is full-time, unless the employee is specifically engaged on a casual or part-time basis. This underlines the importance of making it clear to an employee what the nature of the employment relationship is, because failure to do so may result in the employee being regarded as a full-time employee and entitled to all the associated benefits. It is best practice to have a written record upon commencement detailing the nature of the employee's employment. Any subsequent changes to the type of employment of the employee should also be recorded in writing and kept with the employee's records.

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

10. Part-time employees

Australian Industry Group annotation

Part-time employees – 10

The employment relationship for part-time employees is characterised by an agreement in writing to work a regular pattern of hours that averages less than 38 hours per week.

All work performed outside the agreed start and finish times, or on days other than agreed days is paid at overtime rates of pay.

For further information, see [Guidance Note - Part-time Employment](#).

- 10.1** An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 10.2** A part-time employee must be engaged and paid for a minimum of 4 consecutive hours per shift. In order to meet their personal circumstances a part-time employee may request and the employer may agree to an engagement for no less than 3 consecutive hours per day or shift. The agreement reached must be recorded by the employer on the employee's time and wages record.
- 10.3** Before commencing part-time employment, the employee and employer must agree in writing on:
- (a) the hours to be worked by the employee, the days on which they will be worked and the starting and finishing times for the work; and
 - (b) the classification applying to the work to be performed in accordance with Schedule A—Classification Structure and Definitions.
- 10.4** The terms of the agreement in clause 10.3 may be varied by consent in writing.
- 10.5** The employer must retain a copy of any agreement or variation made under clause 10.3 or 10.4 and provide a copy to the employee.
- 10.6** Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 10.3 and 10.4.
- 10.7** The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 10.8** A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 10.3 and 10.4 must be paid overtime in accordance with clause 32—Overtime.
- 10.9 Public holidays**
- (a) Where the part-time employee's normal paid hours fall on a public holiday prescribed in the [NES](#) and work is not performed by the employee, the employee must not lose pay for the day or part-day.
 - (b) Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 17.2(h), 33.1(b), 33.2(j) and 32.7.

11. Casual employees

Australian Industry Group annotation

Casual employees – 11

Clause 2 of the award defines a casual employee by reference to the *Fair Work Act 2009* (Act): "casual employee has the meaning given by section 15A of the Act." A definition of casual employee was first introduced to the Act on 27 March 2021. Effective 27 August 2024, the award was varied to include the following note:

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

It is important that employers take care when engaging casual employee to ensure that the employment meets the definition provided by the Act. For further information, see [Guidance Note - Casual Employees](#).

For advice and assistance with engaging casual employees, Members should call the Australian Industry Group Workplace Advice Line on 1300 55 66 77.

Australian Industry Group annotation

Casual loading – 11.1

The award sets out a 'casual ordinary hourly rate' which is the ordinary hourly rate for the work being performed plus the casual loading of 25%.

The casual rate is considered an 'all-purpose rate' under this award. This means that the casual loading is included in the 'casual ordinary hourly rate' when calculating entitlements such as shift loadings, penalties or overtime.

For example, if a tradesperson's (C10 classification) ordinary hourly rate is \$28.12, a casual tradesperson is entitled to \$35.15 (\$28.12 + 25% casual loading) per hour. When the casual employee works overtime for 2 hours, they are entitled to $\$35.15 \times 150\% = \52.73 per hour of overtime.

For more detail about the operation of all-purpose rates, see [Guidance Note - Allowances and Special Rates](#).

This clause **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to casual loading for these employees are found in clause 47 of Part 9.

11.1 Casual loading

- (a) For working ordinary time, a casual employee must be paid:
 - (i) the ordinary hourly rate for the work being performed; plus
 - (ii) a loading of **25%** of the ordinary hourly rate.
- (b) The casual loading constitutes part of the casual employee's all-purpose rate.
- (c) The resulting rate is the **casual ordinary hourly rate**.
- (d) Where this award refers to a penalty rate, overtime rate or shift loading as being calculated as a percentage of the ordinary hourly rate, that reference will (for a casual employee) instead be taken to be a reference to the casual ordinary hourly rate if the entitlement is applicable to a casual employee.
- (e) The **25%** casual loading in clause 11.1 does not apply to vehicle manufacturing employees in the technical field covered by clause 4.8(a)(xi). The casual loading for these employees is prescribed in clause 47 in Part 9—Vehicle manufacturing employees of this award.

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

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

- (a) that the employee is being engaged as a casual employee;
- (b) of the name of their employer; and
- (c) of their classification level and rate of pay.

Australian Industry Group annotation

Changes to casual employment status— 11.4

Casual conversion entitlements were introduced in the *Fair Work Act 2009* (the Act) effective 27 March 2021.

As a consequence, this award was varied effective 27 September 2021 to remove the casual conversion provisions and insert a reference to the casual conversion provisions in the [NES](#).

The casual conversion process in the NES was amended effective from 26 August 2024 and, as a result, this subclause was replaced effective 27 August 2024. The replacement subclause identifies the new casual conversion pathway in section 66A of the Act and replaces the reference to 'offers and requests for casual employment' with a more general reference to 'changes to casual employment status'.

For further information, see [Guidance Note - Casual Employees](#).

Members who require assistance with casual conversion should call the Australian Industry Group Workplace Advice Line on 1300 55 66 77.

11.4 Changes to casual employment status

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

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

12. Apprentices

Australian Industry Group annotation

Apprentices – 12

For further information, see [Guidance Note - Apprentices](#).

The Australian Industry Group Apprentice and Trainee Centre (ATC) provides everything an organisation needs to take on an apprentice or trainee. More information can be found on the [ATC website](#) or by calling 1300 761 944.

- 12.1** The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated. Apprentices may be engaged in trades or occupations that are provided for in clause 12 where declared or recognised by an apprenticeship authority. Subject to appropriate State legislation, an employer will not employ an unapprenticed junior in a trade or occupation provided for in clause 12.
- 12.2** For the purposes of clause 12, **apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship.
- 12.3** In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.

- 12.4** An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the training package determined from time to time by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, or its successors and endorsed by Innovation and Business Skills Australia or its successor. Such apprenticeships include but are not limited to the following trades: Engineering / Vehicle Tradesperson (Mechanical), Engineering / Vehicle Tradesperson (Fabrication), Engineering / Vehicle Tradesperson (Electrical/Electronic), Higher Engineering Tradesperson and Advanced Engineering Tradesperson. An apprentice may also be engaged where the qualification outcome specified in the training contract is consistent with the qualifications established for electrical vocations within the relevant electrical/utilities training package and endorsed by the National Skills Standards Council or its successor.
- 12.5** In respect of apprenticeships for Higher Engineering Tradesperson and Advanced Engineering Tradesperson:
- (a)** The classification on completion of a Higher Engineering Tradesperson apprenticeship is as a minimum the C10/V5 level. Where the apprentice is offered employment at the completion of their apprenticeship and such employment is in the area of the apprenticeship training, such that they are exercising or will be required to exercise the skills and knowledge gained during their apprenticeship necessary for a C7/V8 level of work, they must be classified at the C7/V8 level.
 - (b)** The training program for each Higher Engineering Tradesperson apprentice is to be consistent with the minimum training requirement for the classification of the C7/V8 level Special Class Tradesperson, as determined from time to time by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, and as endorsed by Australian Industry Skills Committee. Each apprentice must also complete the requirements for a trade certificate as defined in clause 12.4, as part of the training program leading to the completion of the Certificate IV in Engineering.
 - (c)** The training program for each Advanced Engineering Tradesperson apprentice is to be consistent with the minimum training requirement for the classification of the C5/V10 level Advanced Engineering Tradesperson, as determined from time to time by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, and as endorsed by Australian Industry Skills Committee. Each apprentice must also complete the requirements for a trade certificate as defined in clause 12.4, and a Certificate IV in Engineering as part of the training program leading to the completion of the Diploma of Engineering.

- 12.6** Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.
- 12.7** The nominal period of the apprenticeship is 4 years; however, this period may be varied as follows:
- (a) to make up for lost time as set out in clause 12.16; and/or
 - (b) with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired; and/or
 - (c) it may be extended by up to 6 months in Stage 3 and 12 months in Stage 4 in the Advanced Engineering Tradesperson apprenticeship where required to complete the competencies.
- 12.8** Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
- (a) the qualification specified in the training contract is successfully completed; and
 - (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (c) the requirements of the relevant State/Territory apprenticeship authority and any requirements of the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

Australian Industry Group annotation

Apprentices – 12.9

Clause 12.9 provides that apprenticeships cannot be unilaterally cancelled or suspended by either the employer or the apprentice. If only one party wishes to cancel the apprenticeship, State Training Authorities may organise a hearing or conference to consider the matter.

- 12.9** An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training contract and the requirements of State legislation and the apprenticeship authority.
- 12.10** The probationary period of an apprentice is as set out in the training contract consistent with the requirement of the apprenticeship authority and with State legislation but must not exceed 3 months.

12.11 Apprentice conditions of employment

- (a)** Except as provided in clause 12 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (i)** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
 - (ii)** Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause 12.11(a)(ii) operates subject to the provisions of Schedule F—School-based Apprenticeships.
 - (iii)** The notice of termination provisions of the [NES](#) apply to apprentices. The redundancy provisions of the [NES](#) do not apply to apprentices.
- (b) Payment of fees and textbooks**
- (i)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within 3 months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;
 - (ii)** Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 12.11(b)(i) above.

(c) Travel payment for block release training

- (i)** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that clause 12.11(c) will not apply where the apprentice could attend an alternate RTO and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (ii)** For the purposes of clause 12.11(c) excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause 12.11(c) excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii)** The amount payable by an employer under clause 12.11(c) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

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

12.13 The minimum rates applying to apprenticeships are dealt with in clause 21 and no apprentice is to work under a system of payment by results.

12.14 In order to undertake trade training in accordance with clauses 12.4 and 12.5 a person must be a party to a training contract in accordance with the requirements of the apprenticeship authority or State legislation. The employer must provide and/or provide access to training consistent with the training contract without loss of pay.

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

12.16 Extension of nominal term

- (a) The nominal period of the apprenticeship is extended by an additional day for each day of absence during each year of the apprenticeship, except in respect of absences due to annual leave or long service leave.
- (b) Periods of paid personal/carer's leave which total ten or less days in any apprenticeship year do not extend the nominal period of the apprenticeship.
- (c) Except where the apprentice meets the competency requirements to progress to the next stage as set out in clause 21.7 the following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

12.17 Competency based progression

- (a) For the purpose of competency based wage progression in clauses 21 and 22 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total competency points / competencies specified in clause 21.7 for that stage of the apprenticeship. The competencies which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - (A) the RTO, the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.

- (b) If the employer disagrees with the assessment of the RTO referred to in clause 12.17(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of clause 12.17, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of clause 12.17 is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 12.17(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 12.17(a)(iii) or on a date as determined under the dispute resolution process in clause 12.17(b).

13. School-based apprentices

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

14. Cadets

Australian Industry Group annotation

Cadets – 14

Employers should note that the award is very specific in its definition of who can be engaged as a Cadet in the Technical Field or a Technology Cadet.

14.1 Cadets in the technical field

The terms of this award apply to cadets in the technical field except where otherwise stated in this award. A cadet is a person without prior experience in the Manufacturing and Associated Industries and Occupations or other relevant

experience who is employed under a contract of training with an employer to complete the training qualification for the C3/V12 level. The cadet must have achieved 50% of the modules required for the qualification as a full-time or part-time student before commencing employment with the employer.

14.2 Technology Cadets

(a) For the purposes of clause 14.2:

- (i) **Approved Training** means training which is specified in the training plan which is part of the training contract registered with the relevant State or Territory Training Authority. It includes training and assessment undertaken both on and off-the-job in a Technology Cadetship and involves formal instruction, both theoretical and practical, supervised practice and assessment. The training reflects the requirements of the Technology Cadetship from the relevant Training Package endorsed by Australian Industry Skills Committee and leads to a qualification under the Australian Qualifications Framework (AQF).
- (ii) **Technology Cadet** means a person who is undertaking a Technology Cadetship. The person is a signatory to a training contract registered with the relevant State or Territory Training Authority and is involved in paid work and structured training which may be on or off-the-job. A Technology Cadet does not include a person who already has the qualification to which the Technology Cadetship is directed or a person engaged as an apprentice, trainee or cadet under this award.
- (iii) **Relevant State or Territory legislation** means the following legislation or any successor legislation:
 - In the **Australian Capital Territory**, the *Training and Tertiary Education Act 2003* (ACT);
 - In **New South Wales**, the *Apprenticeship and Traineeship Act 2001* (NSW).
 - In the **Northern Territory**, the *Training and Skills Development Act 2016* (NT);
 - In **Queensland**, the *Training and Employment Act 2000* (Qld).
 - In **South Australia**, the *Training and Skills Development Act 2008* (SA).
 - In **Tasmania**, the *Training and Workforce Development Act 2013* (Tas);
 - In **Victoria**, the *Education and Training Reform Act 2006* (Vic).
 - In **Western Australia**, the *Vocational Education and Training Act 1996* (WA).

- (iv) **Relevant State or Territory Training Authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to Technology Cadetships and register training agreements under the relevant State or Territory vocational education and training legislation.
 - (v) **Technology Cadetship** means a system of employment and training which has been approved by the relevant State or Territory Training Authority and endorsed by Australian Industry Skills Committee at AQF 3 Level or above and that leads to a qualification as a Technology Cadet in a National Training Package which is consistent with that determined from time to time by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, or a predecessor body.
 - (vi) **Training contract** means a contract for employment and training in a Technology Cadetship made between an employer and a Technology Cadet which is approved by and/or registered with the relevant State or Territory Training Authority.
 - (vii) **Training Package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualifications endorsed for an industry or enterprise by Australian Industry Skills Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.
 - (viii) **Training Plan** means a program of training which forms part of the training contract registered with the relevant State or Territory Training Authority.
- (b) The Technology Cadetship consists of 4 Stages. A Technology Cadet may enter the Technology Cadetship at Stage 1, 2, 3 or 4 provided that the entry requirements for the relevant stage are met. Progression through the Technology Cadetship is competency based. Where on-the-job training, off-the-job training and assessment has been successfully completed for a particular stage, by agreement between the employer and the Technology Cadet in writing and with the consent of the relevant State or Territory Training Authority, the relevant stage of the Cadetship will conclude. The entry and progression requirements and the maximum duration for each stage of the Technology Cadetship are set out in the following table:

Classification	Entry and progression requirements	Maximum duration of technology cadetship
Technology Cadet - Stage 1	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 3 Level. At the conclusion of this Stage the person will have successfully completed the qualification.	Subject to clause 14.2(d) Stage 1 of the Technology Cadetship must not exceed 12 months. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.
Technology Cadet - Stage 2	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 4 Level. At the conclusion of this Stage the person will have successfully completed the qualification.	<p>Where a Technology Cadet has completed Stage 1 and progresses to Stage 2 then, subject to clause 14.2(d), Stage 2 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p> <p>Where a Technology Cadet enters the Cadetship at Stage 2 then, subject to clause 14.2(d), Stage 2 of the Technology Cadetship must not exceed 2 years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 2.5 years.</p>

Classification	Entry and progression requirements	Maximum duration of technology cadetship
Technology Cadet - Stage 3	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 5 Level. At the conclusion of this stage the person will have successfully completed the qualification.	<p>Where a Technology Cadet has completed Stage 2 and progresses to Stage 3 then, subject to clause 14.2(d), Stage 3 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p> <p>Where a Technology Cadet enters the Cadetship at Stage 3 then, subject to clause 14.2(d), Stage 3 of the Technology Cadetship must not exceed 3 years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 3.5 years.</p>
Technology Cadet - Stage 4	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 6 Level. At the conclusion of this Stage the person will have successfully completed the qualification.	<p>Where a Technology Cadet has completed Stage 3 and progresses to Stage 4 then, subject to clause 14.2(d), Stage 4 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p> <p>Where a Technology Cadet enters the Cadetship at Stage 4 then, subject to clause 14.2(d), Stage 4 of the Technology Cadetship must not exceed 4 years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 4.5 years.</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 14.2(b), a Technology Cadet may be required by the employer to serve an additional day for each day of absence, except in respect of absences due to annual leave, long service leave, paid bereavement leave and public holidays. Any overtime that has been worked by the Technology Cadet must be credited when calculating the additional time that needs to be worked. The next stage of the Technology Cadetship must not commence until the additional days have been worked. Further, a person is not entitled to the wage rate for the next year within a stage of the Technology Cadetship until the additional days have been worked.
- (e) Reasonable overtime may be worked by the Technology Cadet provided that it does not affect the successful completion of the approved training. No Technology Cadet is to work overtime or shiftwork on their own unless consistent with the provisions of this award.
- (f) No Technology Cadet is to work shiftwork unless the shiftwork makes satisfactory provision for approved training.
- (g) A Technology Cadet is subject to a satisfactory probation period of up to 3 months which may be reduced at the discretion of the employer.
- (h) Technology Cadets who fail to either complete the Technology Cadetship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Technology Cadetship are not entitled to notice of termination or redundancy pay. Provided that, where a Technology Cadet was employed by an employer immediately prior to becoming a Technology Cadet with that employer and the employer terminates the employment of such Technology Cadet, they must receive:
- notice of termination in accordance with the [NES](#) if their employment is terminated for a reason other than redundancy; or
 - notice of termination and redundancy pay in accordance with the [NES](#) if their employment is terminated by reason of redundancy.
- (i) Subject to clause 14.2(h) termination of employment of Technology Cadets is dealt with in the training contract or in the relevant State or Territory training legislation. An employer initiating such action must give written notice to the Technology Cadet at the time the action is commenced.
- (j) The Technology Cadet is permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training. Where the employment of a Technology Cadet by an employer is continued after the completion of the Technology Cadetship, the Technology Cadetship period must be counted as service for the purposes of any relevant award or legislative entitlements.

15. Trainees

Australian Industry Group annotation

Trainees – 15

Traineeships cover areas not traditionally covered by apprenticeships and can be completed through full-time, part-time or school-based arrangements. Employers should note that the award is very specific in its definition of who can be engaged as a trainee.

This award includes its own National Training Wage Schedule. Most other awards refer to the National Training Wage Schedule in the *Miscellaneous Award 2020*.

The Australian Industry Group's Apprentice and Trainee Centre (ATC) provides everything an organisation needs to take on an apprentice or trainee. More information can be found on the [ATC website](#) or by calling 1300 761 944.

- 15.1 The terms of this award apply to trainees covered by the National Training Wage provisions, trainees in the technical field and trainee engineers and trainee scientists, except where otherwise stated in this award.
- 15.2 A trainee in the technical field must be allowed reasonable time (not exceeding an average of 8 hours per week during a school term) for the purpose of attending classes in connection with the appropriate certificate course on the same basis as apprentices in the establishment are allowed time off for day time schooling. For this purpose, years of experience as a trainee is equivalent to years of apprenticeship.
- 15.3 The course of study each year for a trainee engineer or trainee scientist must be agreed between the employer and trainee so that the maximum attendance at the approved educational institution does not exceed 3 nights per week of 2 hours' lecture or 3 hours' practical work each. All other time necessary for attendance at the approved educational institution to permit compliance with the syllabus thereat must be allowed off during the day without loss of pay. In the event of disagreement between the employer and the trainee regarding the course of study for any year, the recommendation of the educational institution must be accepted.
- 15.4 A trainee engineer or trainee scientist is not obliged to work overtime when it interferes with studies and no trainee engineer or trainee scientist is to be employed on shiftwork except at their own request during academic vacations.
- 15.5 A trainee engineer or trainee scientist is to be allowed reasonable leave of absence without loss of pay for the purpose of sitting for examination in any subject or subjects being studied for the year.

16. Unapprenticed juniors

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

Part 3–Hours of Work

17. Ordinary hours of work and rostering

Australian Industry Group annotation

Hours of work – 17.1

This subclause refers employers to the National Employment Standards (NES) in the *Fair Work Act 2009* (the Act). Relevant sections of the Act include sections 62 - 64 for maximum weekly hours, and sections 65 - 66 for an employee's right to request flexible working arrangements.

The hours of work provisions of the NES define the maximum hours as 38 hours per week, plus employees can be required to work a reasonable number of additional hours.

The NES provisions regarding the right to request flexible work arrangements are outlined in the annotations for clause 6 of this award.

17.1 Hours of work

- (a) Maximum weekly hours and requests for flexible working arrangements are provided for in the [NES](#).
- (b) Facilitative provisions in clauses 17.2 to 17.5 operate in conjunction with clause 7.3 or clause 7.4 as relevant.

Australian Industry Group annotation

Ordinary hours of work–day workers – 17.2

For further information, see [Guidance Note - Hours of Work - Day Workers](#).

17.2 Ordinary hours of work–day workers

- (a) Subject to clause 17.5, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.

Australian Industry Group annotation

Ordinary hours of work—day workers – 17.2(b)

The maximum ordinary hours per day are eight unless agreement is reached under clause 17.5, if there is no such agreement, overtime will be payable for hours worked in excess of 8 (even if the employee works less than 38 hours in the week).

- (b) The ordinary hours for day workers will not exceed 8 per day unless otherwise agreed in accordance with clause 17.5.

Australian Industry Group annotation

Ordinary hours of work—day workers – 17.2(c)

The concept of 'ordinary hours' is important when considering when an employee is entitled to be paid overtime and other penalty rates. Generally, ordinary hours for day workers must be worked between Monday and Friday, unless agreement is reached to work ordinary hours on Saturday or Sunday. Such agreement is subject to the safeguards in clause 7. The penalty rates for working ordinary hours on a Saturday or Sunday are found in clause 17.2(g).

- (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.

Australian Industry Group annotation

Ordinary hours of work—day workers – 17.2(d)

In clause 17.2(d), the term 'spread of hours' is referring to the period between 6.00 am and 6.00 pm or the spread of hours as altered by agreement, within the parameters set out.

This sub-clause was varied effective 1 July 2021 to clarify how the spread of hours for day workers can be varied, by agreement with the majority of employees or an individual employee. The Fair Work Commission decided that the spread of hours can be moved forward or back by one hour but cannot be extended for any employee. For example, an employer and employees can agree to change the spread to either 5.00 am to 5.00 pm or 7.00 am to 7.00 pm.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees. For example, agreement could be reached with one employee to move the spread of hours forward by one hour and with another employee to move the spread of hours back by one hour.

The term 'spread of hours' should not be confused with the term 'ordinary hours of work' as used in this clause. The 'ordinary hours of work' of an employee are the employee's actual working hours, disregarding any overtime. Subject to the provisions of clause 17.5, the employer has the discretion to vary an employee's ordinary hours of work within the spread of hours or to stagger the ordinary hours of work for different employees within the spread.

- (d) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be moved up to one hour forward or one hour back by agreement between an employer and
- (i) the majority of employees at the workplace;
 - (ii) the majority of employees in a discrete section of the workplace; or
 - (iii) an individual employee

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

Australian Industry Group annotation

Ordinary hours of work—day workers – 17.2(e)

This sub-clause was added effective 1 July 2021 to remind employers of their obligation to consult with employees about proposed changes to regular rosters or ordinary hours of work.

- (e) Any change to regular rosters or hours of work is subject to the consultative provisions in clause 42.2.
- (f) Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.

- (g) Where agreement is reached in accordance with clause 17.2(c), the rate to be paid to a day worker for ordinary time worked is:
- (i) between midnight on Friday and midnight on Saturday—**150%** of the ordinary hourly rate; and
 - (ii) between midnight on Saturday and midnight on Sunday—**200%** of the ordinary hourly rate.
- (h) A day worker required to work on a public holiday must be paid for a minimum of 3 hours' work at the rate of **250%** of the ordinary hourly rate. The **250%** rate must be paid to the employee until the employee is relieved from duty.
- (i) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 17.2(h).

Australian Industry Group annotation

Ordinary hours of work—continuous shiftwork – 17.3

This clause **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to continuous shiftwork for these employees are found in clause 49.1 of Part 9.

Clause 17.3(b) defines 'continuous shiftwork'. This definition is important because various award provisions apply only to continuous shiftworkers. The term 'consecutive shifts of employees' is referring to the ordinary time that is worked. Overtime should not be taken into account in ascertaining whether or not a particular pattern of work meets the definition. For example, where two eight hour shifts are worked and the employees on each shift work four hours of overtime, such a pattern would not meet the definition of 'continuous shiftwork', regardless of whether or not work continues throughout the 24 hours of at least six days.

Continuous shiftworkers are entitled to certain benefits which other shiftworkers do not receive. These include:

- a paid meal break (refer to clause 18.2); and
- payment of all overtime at double time (refer to clause 32.4).

A seven day shiftworker who is regularly rostered to work on Sundays and public holidays is entitled to an additional week of annual leave (see clause 34.2).

Continuous shiftworkers who work overtime on a public holiday are entitled to be paid at 200% of their ordinary hourly rate, rather than 250% penalty rate, which applies to other employees (refer to clause 32.4(a)).

For further information, see [Guidance Note - Hours of Work - Shiftworkers \(other than Vehicle Manufacturing\)](#).

17.3 Ordinary hours of work—continuous shiftworkers

- (a) Clause 17.3 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The provisions relating to ordinary hours for continuous shiftworkers for these employees are prescribed in clause 50.1 of Part 9—Vehicle manufacturing employees of this award.
- (b) **Continuous shiftwork** means worked carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (c) Subject to clause 17.3(e), the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked. Any change to regular rosters or ordinary hours of work is subject to the consultative provisions in clause 41.2.
- (d) The ordinary hours for continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 17.5.
- (e) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (f) Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

Australian Industry Group annotation

Ordinary hours of work—non-continuous shiftworkers – 17.4

This provision **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to non-continuous shiftwork for these employees are found in clause 50.2 of Part 9.

17.4 Ordinary hours of work—non-continuous shiftworkers

- (a) Clause 17.4 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The provisions relating to ordinary hours for non-continuous shiftworkers for these employees are prescribed in clause 50.2 of Part 9—Vehicle manufacturing employees of this award.
- (b) Subject to clause 17.4(d), the ordinary hours of work for non-continuous shiftworkers are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

- (c) The ordinary hours for non-continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 17.5.
- (d) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (e) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.
- (f) Except at changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

Australian Industry Group annotation

Methods of arranging ordinary working hours – 17.5

Clause 17.5 is an important provision which defines the various ways that ordinary hours can be arranged for both day workers and shiftworkers and the degree of employer discretion that exists in relation to varying ordinary working hours.

Clause 17.5(a) reinforces the employer's 'managerial prerogative' to determine when employees will work within the framework provided by clauses 17.2 – 17.4. However, if an employer wishes to vary the method of arranging ordinary working hours in a manner which extends beyond these areas of employer discretion, such variations are subject to agreement, either with individual employees or with the majority of employees, in accordance with the provisions of clause 7. For example, any arrangements of ordinary hours which exceed eight hours in any day are subject to agreement.

Note that even where a change to ordinary hours does not require agreement, clause 41.2 of the award requires employers to consult with employees prior to implementing the change.

17.5 Methods of arranging ordinary working hours

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 17.2(d) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged. Any change to regular rosters or ordinary hours of work is subject to the consultative provisions in clause 41.2.

- (b) The matters on which agreement may be reached include:
- (i) how the hours are to be averaged within a work cycle established in accordance with clauses 17.2, 17.3 and 17.4 and clauses 50.1 and 50.2 of Part 9—Vehicle manufacturing employees of this award for vehicle manufacturing employees covered by clause 4.8(a)(xi).
 - (ii) the duration of the work cycle for day workers provided that the duration does not exceed 3 months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than 4 weeks;
 - (v) substitution of rostered days off;
 - (vi) accumulation of rostered days off;
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
 - (viii) any arrangements of ordinary hours which exceed 8 hours in any day.

Australian Industry Group annotation

Methods of arranging ordinary working hours – 17.5(c)

Clause 17.5(c) provides that an employer and the majority of employees are able to reach agreement on the introduction of 12 hour days or shifts. Such agreements are subject to the requirements specified in (i) to (v) of this clause and the safeguards prescribed in clause 7.

(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.

Australian Industry Group annotation

Methods of arranging ordinary working hours – 17.5(d)

Clause 17.5(d) needs to be read in conjunction with the definition of a 'rostered shift' in clause 33.2(b)(iv). The effect of this provision is that if an employee works on a shift without being given 48 hours' notice, the employee is entitled to receive the penalties set out in clause 33.2(g) for that shift. However, there are certain circumstances where such penalties do not apply regardless of the notice period given. These circumstances are set out in clause 33.2(h)

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

Australian Industry Group annotation

Daylight saving – 17.6

Clause 17.6 is designed to avoid payroll complications when daylight saving takes effect or is discontinued. It requires that employees be paid by the 'time on the clock' at the commencement and conclusion of their shifts. This means that night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay.

17.6 Daylight saving

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

Australian Industry Group annotation

Make up time – 17.7

The safeguards in clause 7 apply to this clause and require the agreement to be kept as a time and wages record.

17.7 Make up time

- (a) An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.

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

17A. Employee right to disconnect

Australian Industry Group annotation

Employee right to disconnect – 17A

The *Fair Work Act 2009* (Cth) (Act) has been amended to include a new 'right to disconnect' entitlement for employees.

The right to disconnect under the Act commenced 26 August 2024. However, it is delayed until 26 August 2025 for small business employers and employees.

What is the entitlement?

The right to disconnect provides that, unless it is unreasonable to do so, an employee is entitled to refuse to monitor, read or respond to contact or attempted contact, outside working hours, from:

- their employer, or
- a third party (if the contact or attempted contact relates to their work).

The right to disconnect does not prohibit an employer from contacting or attempting to contact an employee outside working hours. However, an employee now has the right to reasonably refuse to connect and an employer is prohibited from treating the employee adversely if the employee exercises their right to reasonably refuse to connect.

The Act also empowers the Fair Work Commission (FWC) to resolve disputes about whether an employee's refusal to connect is unreasonable and how the right to disconnect operates. The Act contains a non-exhaustive list of matters which the FWC must consider when determining whether an employee's refusal is unreasonable.

An award term providing for the exercise of the right to disconnect under the Act

The Act was also amended to require the FWC to vary all modern awards to include a new right to disconnect term that provides for the exercise of the right to disconnect under the Act.

The draft right to disconnect term

On 26 August 2024, the Fair Work Commission published a decision which contained a draft employee right to disconnect term which was developed for the *Business Equipment Award 2020*.

The draft term has five sub-clauses. The content of the term is tailored to reflect the other content of each modern award.

Clauses XX.1, XX.2 and XX.3 of the draft term are included in all modern awards. Clauses XX.4 and XX.5 are included if an award has certain allowances or provisions such as a standby allowance or payment provision, provides for emergency roster changes on 48 hours' notice or less, or contains a 'recall to work' provision.

Clauses XX.1 and XX.2

Clauses XX.1 and XX.2 identify the relevant provisions of the [Act](#) that relate to the right to disconnect term in the award and its operative dates.

Clause XX.3

Clause XX.3 prohibits an employer from directly or indirectly preventing an employee from exercising their right to disconnect under the [Act](#).

Unlike the right to disconnect under the [Act](#), which is framed as an 'employee right', clause XX.3 regulates an employer's conduct in relation to the employee's exercise of the right to disconnect. If the employer's conduct stops an employee from exercising their right to disconnect this may contravene the award.

Clause 17A.4/17A.5 - interaction with clause 17A.3

Clause 17A.4 deals with the interaction of clause 17A.3 with clause 32.14 in the award that provides for a standing by time rate. In these circumstances, clause 17A.4 makes clear that the employer is not prevented by clause 17A.3 from requiring the employee to monitor / respond to contact for the purpose of the employer notifying the employee that they are required to attend work or give other notice about the standby.

Clause 17A.5 deals with the interaction of clause 17A.3 with clauses 32.13 or 57.6 in the award which establish the terms and conditions to apply to a recall (or 'call-back') to work. In these circumstances, the clause provides that an employer is not prevented from contacting or attempting to contact an employee outside of their working hours in circumstances including to notify them of matters arising under these award clauses.

An employer must also consider the right to disconnect under the Act and the specific factors identified in the Act as being relevant as to whether an employee can reasonably refuse to connect in the circumstances contemplated in clauses 17A.4 and 17A.5. This includes, but is not limited to, the following specific factors:

- the reason for the contact
- how the contact is made and how disruptive it is to the employee
- how much the employee is compensated or paid extra for:
 - being available to perform work during the period they're contacted, or
 - working additional hours outside their ordinary hours of work

- the employee's role in the business and level of responsibility
- the employee's personal circumstances, including family or caring responsibilities.

Although the application of the provisions or eligibility for any payments specified in clauses 17A.4 and 17A.5 may weigh in favour of any refusal of contact being unreasonable, the specific circumstances will need to be considered.

The FWC

The FWC is required to prepare guidelines regarding the operation of the right to disconnect but has not done so at this point.

The FWC intends to review of the right to disconnect term in modern awards approximately 12 months after the terms take effect to consider any practical difficulties with the operation of the terms either generally or in particular industries or occupations.

Members are encouraged to contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77 for specific advice on the operation of the right to disconnect or the right to disconnect term in this award in the context of specific circumstances, or to discuss any practical difficulties they experience with the right to disconnect clause. This will help to inform Australian Industry Group engagement with the FWC in relation to the development of guidelines concerning the right to disconnect, or seeking amendments to the right to disconnect award term.

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

NOTE:

- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read, or respond to contact, or attempted contact from:
 - (1) their employer outside of employee's working hours,
 - (2) a third party if the contact or attempted contact relates to their work and is outside of the employee's working hours.
- (b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- (c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

- (d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
- (e) The general protections in Part 3-1 of the [Act](#) prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the [Act](#).

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

- (a) 26 August 2024—for employers that are not small business employers on this date and their employees.
- (b) 26 August 2025—for employers that are small business employers 26 August 2024 and their employees.

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

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

- (a) the employee is being paid standing by time under clause 32.14; and
- (b) the employer's contact is to notify the employee that they are required to attend or perform work or give other notice about the stand by.

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

18. Breaks

Australian Industry Group annotation

Meal breaks – 18.1

Where an agreement is entered into in accordance with clause 18.1(b) to work in excess of five hours but not more than six hours without a meal break, the agreement is subject to clause 7.

Some additional meal break provisions apply for vehicle manufacturing employees engaged in the technical field who are covered by clause 4.8(a)(xi). They are located in clause 50 of Part 9.

18.1 Meal breaks

An employee must not be required to work for more than 5 hours without an unpaid meal break of a minimum of 20 minutes except in the following circumstances:

- (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within 5 hours, an employee must not be required to work for more than 6 hours without a meal break; or
- (b) by agreement between an employer and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of 5 hours but not more than 6 hours without a meal break. Employees will be paid for the 6th hour at the rate applying immediately prior to the end of the 5th hour.
- (c) Clause 51 of Part 9–Vehicle manufacturing employees of this award includes some additional provisions relating to meal breaks for vehicle manufacturing employees engaged in the technical field who are covered by clause 4.8(a)(xi).

Australian Industry Group annotation

Paid meal breaks—continuous shiftworkers – 18.2

This provision **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to paid breaks for these employees are found in clause 50.1(e) of Part 9, where such breaks are referred to as 'crib time'.

18.2 Paid meal breaks—continuous shiftworkers

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

18.3 Paid breaks

Employees engaged in the technical field of work, technical workers, tracers and draughtspersons, production planners, trainee engineers and trainee scientists must be allowed a paid 10 minute morning tea rest period at a time fixed by the employer. Clause 18.3 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The rest break provisions for vehicle manufacturing employees are prescribed in clause 52.1 and 52.2 of Part 9–Vehicle manufacturing employees of this award.

Australian Industry Group annotation

Timing of taking breaks – 18.4

Clause 18.4 allows the time of taking a scheduled meal break or rest break to be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.

Examples of situations where an employer might choose to alter the scheduled meal break or rest break to meet a requirement for continuity of operations, include:

- to complete the loading or unloading of a vehicle which commenced prior to the scheduled break; or
- to complete a pour in a foundry.

18.4 Timing of taking breaks

- (a) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (b) An employer may stagger the time of taking meal and rest breaks to meet operational requirements.

18.5 Working through meal breaks

- (a) Subject to clause 18.1, an employee must work during meal breaks at the rate of pay applying to the employee immediately prior to the scheduled meal break whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.

Australian Industry Group annotation

Working through meal breaks – 18.5(b)

An employer is able to reach agreement with an individual employee on alternative arrangements rather than paying the penalty in clause 18.5. Such agreements are subject to the safeguards in clause 7.

- (b) Except as otherwise provided in clause 18 and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, an employee must be paid as follows for all work done during meal hours and thereafter until a meal break is taken:

- (i) except in circumstances referred to in clauses 18.5(b)(ii), (iii) and (iv): **150%** of the ordinary hourly rate;
- (ii) where the unpaid meal break is during ordinary time on a Saturday or Sunday: **200%** of the ordinary hourly rate;
- (iii) where the unpaid meal break is during ordinary time on a shift on which the employee is entitled to a **15%** loading: **165%** of the ordinary hourly rate;
- (iv) where the unpaid meal break is during ordinary time on a shift on which the employee is entitled a **30%** loading: **180%** of the ordinary hourly rate.

19. Ship trials

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

- 19.1** The employee's time for the purpose of computing the time of trial duty is deemed to commence at the time the employee is instructed to be on board the vessel, provided the employee is ready to go aboard at that time, and is deemed to terminate at the time the employee gains contact with the shore. Where such contact is obtained by the vessel's mooring at a wharf, contact is deemed to be gained when the gangway is lowered after mooring.
- 19.2** The maximum number of continuous hours the employee is required to be on duty is 12 hours. Should trials be planned for a longer duration a relief shift must be arranged before leaving wharf.
- 19.3** A reasonable time, not less than 30 minutes, or as otherwise agreed on, must be allowed for each meal. Lunch must be provided and the time of lunch must be, as far as practicable, between 12 noon and 2.00 pm. If the employee is required to be on board before 7.00 am breakfast must be provided, and if the trial continues after 6.00 pm a light dinner must be provided. Where shifts are being worked, adequate meals must be provided for each shift.
- 19.4** The employee must be paid **25%** extra for time on duty while the vessel is at wharf and **50%** extra for time on duty while the vessel is in harbour or at sea.

Part 4–Wages, Allowances and Classifications

Australian Industry Group annotation

Wages, Allowances and Classifications – Part 4

Part 4 contains important information outlining the minimum hourly rates of pay appropriate to the classifications of work performed under this award. This includes apprentice, cadet, trainee, unapprenticed junior and supported wage system wage levels and the methods of payment allowed under the award and annualised wage arrangements.

A summary of the hourly rates of pay, including overtime and penalty rates, are now provided in various tables in [Schedule C - Summary of Hourly Rates](#).

20. Minimum rates

20.1 Adult employee minimum rates

(Operative date: First full pay period on or after 1 July 2025)

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

Classification level	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
C14 / V1	922.70	24.28
C13 / V2	948.00	24.95
C12 / V3	982.40	25.85
C11 / V4	1014.70	26.70
C10 / V5	1068.40	28.12
C9 / V6	1102.00	29.00
C8 / V7	1135.50	29.88
C7	1165.70	30.68
V8	1168.90	30.76

Classification level	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
C6 / V9	1224.90	32.23
C5 / V10	1250.10	32.90
C4 / V11	1283.50	33.78
C3 / V12	1350.80	35.55
C2(a) / V13	1384.40	36.43
C2(b) / V14	1445.10	38.03
Driver classifications		
D1	1027.80	27.05
D2	1040.20	27.37
D3	1052.60	27.70
D4	1067.30	28.09

NOTE: See [Schedule C–Summary of Hourly Rates](#) for a summary of hourly rates of pay including overtime and penalty rates.

- (b) The rates in clause 20.1(a) prescribe minimum classification rates only. Employees may also be entitled to allowances, loadings or penalties under other clauses of this award.
- (c) For the purposes of clause 20.1(a), any entitlement to a minimum rate expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.

- (d) The following adult employees are not entitled to the minimum rates set out in the table in clause 20.1(a):
- (i) an adult apprentice (see clause 22–Adult apprentice minimum rates);
 - (ii) a trainee (see clause 24–Trainee minimum rates);
 - (iii) an employee receiving a supported wage (see Schedule E–Supported Wage System); and
 - (iv) an employee covered by clauses 20.1(f), 20.1(g), 28 or 30.2(f).
- (e) **Phasing in of rates for employees without relevant work experience**

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

Qualification	Years of relevant experience	% of relevant classification level
Advanced Certificate or National Diploma	0	77% of C5/V10 level
	1	85% of C5/V10 level
	2	96% of C5/V10 level
	3	100% of C5/V10 level
Associate Diploma or National Advanced Diploma	0	72% of C3/V12 level
	1	79% of C3/V12 level
	2	89% of C3/V12 level
	3	93% of C3/V12 level
	4	100% of C3/V12 level

- (f) An employee commencing work in the technical field who is without the appropriate qualification for the C10/V5 level or above (or who is undertaking training in the qualifications prescribed) and who has not met the equivalent standard in accordance with clause 20.1(e) but who otherwise meets the requirements of the relevant classification definition must be paid in accordance with the following formula:

Years of relevant experience	% of C9/V6 level
0	83%
1	88%
2	95%
3	100%

Australian Industry Group annotation

Supervisor/Trainer/Coordinator–Levels I and II – 20.1(g)

This provision **does not apply** to Supervisor/Trainer/Coordinator - Technical covered by clause 20.1(h). Provisions relating to a Supervisor/Trainer/Coordinator - Technical are found in clause 30.2(f).

(g) Supervisor/Trainer/Coordinator–Levels I and II

- (i) The minimum hourly rate for a Supervisor/Trainer/Coordinator–Level I is **122%** of the minimum hourly rate paid to the highest technically qualified employee supervised or trained or **104.3%** of the standard rate per hour, whichever is the higher.
 - (ii) The minimum hourly rate for a Supervisor/Trainer/Coordinator–Level II is **115%** of the minimum hourly rate paid to the highest paid employee supervised or trained or **113.1%** of the standard rate per hour, whichever is the higher.
- (h) A Supervisor/Trainer/Coordinator–Technical is paid an allowance in accordance with clause 30.2(f), instead of the rates in clause 20.1(g).

20.2 Higher duties

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

20.3 Supported wage system

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

20.4 National training wage

For employees undertaking a traineeship, see Schedule G–National Training Wage.

20.5 Classifications

- (a) The classification structure and definitions set out in Schedule A–Classification Structure and Definitions and Schedule B–Vehicle Manufacturing Employees–Skill Level Definitions–Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/ Trainers/Coordinators apply to employees covered by this award except where otherwise stated.
- (b) **Procedure for classifying employees covered by the National Metal and Engineering Competency Standards**
 - (i) Clause 20.5(b) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).
 - (ii) Procedures for classifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide (the Guide) distributed by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee.
 - (iii) Where there is agreement to implement the competency standards at the enterprise, or in the event that the classification of an employee is called into question, the issue is to be settled by the application of competency standards in accordance with clause 20.5(b) and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clause 20.5(b)(iv).
 - (iv) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the employee must be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.

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

(vi) **Points to be assigned to classification levels**

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

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

- (vii) Where competency requirements for a classification level are not expressed in points, the classification level of an employee is to be determined on the basis of the relative proportion of competencies in the National Metal and Engineering Competency Standards held and utilised by the employee which are equivalent to the specified minimum training requirements in a classification level. Clauses 20.5(b), (i), (iv) and (v) also apply.
- (c) Procedure for classifying employees not classified by clause 20.5(b)**

 - (i) Clause 20.5(c) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).
 - (ii) Where an employee's level is not determined by the Metal and Engineering competency standards, the classification level is to be determined by the classification structure and definitions at Schedule A.1 to A.4 and by reference to the indicative tasks in Schedule A.5.
- (d) Classification of vehicle manufacturing employees covered by clause 4.8(a)(xi).**

 - (i) Clause 20.5(d) only applies to vehicle manufacturing employees covered by clause 4.8(a)(xi).
 - (ii) All adult employees (other than apprentices) must be classified according to the structure set out in Schedule B and according to the skill levels and duties required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer. The skill level definitions, according to which employees are to be classified, are set out in Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators.
 - (iii) Employers must advise each employee in writing of the classification and of any subsequent changes to their classification.

21. Apprentice minimum rates

Australian Industry Group annotation

Apprentice minimum rates – 21

Clause 21 should be read in conjunction with clause 12. In order to calculate the correct wage level for an apprentice, the employer will need to ascertain the highest level of schooling completed, the employee's age and the type of apprenticeship.

Another important consideration when calculating an apprentices wage rate is that apprentices are also generally entitled to a percentage of the tool allowance under clause 30.2(c). The tool allowance in clause 30.2 is expressed as an 'all-purpose allowance', so will form part of the rate of pay when calculating other entitlements under the award. See [Guidance Note: Allowances and Special Rates](#) for more information about all-purpose allowances.

All award terms and benefits apply to apprentices except where otherwise specified in a particular clause. It should be noted that time spent in approved training count as time worked for apprentices.

Apprenticeships under this award are competency based, so the time it takes to complete the trade certificate will depend on the intensity of the training the apprentice undertakes, the competency of the apprentice, and the variety of work experience provided.

Where an apprentice attains their trade certificate and they are under 21 years of age they will have an entitlement to the relevant adult trade rate appropriate to the occupation they are being engaged in, provided it is the occupation to which they were apprenticed.

Members requiring assistance with calculating apprentice wages and conditions should contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77. The Australian Industry Group Apprentice and Trainee Centre (ATC) provides everything an organisation needs to take on an apprentice or trainee. More information can be found on the [ATC website](#), or by calling 1300 761 944.

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

(Operative date: First full pay period on or after 1 July 2025)

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

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

Stage of apprenticeship	Column 1 Completed Year 10 or less		Column 2 Completed Year 11		Column 3 Completed Year 12		Column 4 Adult (i.e. 21 years of age or over)	
	Minimum weekly rate	Minimum hourly rate	Minimum weekly rate	Minimum hourly rate	Minimum weekly rate	Minimum hourly rate	Minimum weekly rate	Minimum hourly rate
	\$	\$	\$	\$	\$	\$	\$	\$
Stage 1	448.73	11.81	517.99	13.63	540.50	14.22	810.40	21.33
Stage 2	587.62	15.46	587.62	15.46	629.00	16.55	922.70	24.28
Stage 3	801.30	21.09	801.30	21.09	801.30	21.09	948.00	24.95
Stage 4	940.19	24.74	940.19	24.74	982.40	25.85	982.40	25.85

21.2 The table in clauses 21.1 and 21.6 apply to a Higher Engineering Tradesperson apprentice and an Advanced Engineering Tradesperson apprentice except that in Stage 4 a Higher Engineering Trade apprentice must receive a minimum rate of **88%** of the C7/V8 level and an Advanced Engineering Tradesperson apprentice must receive a minimum rate of **88%** of the C5/V10 level.

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

21.4 An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was apprenticed must be paid at not less than the minimum rates prescribed for the classification.

21.5 The minimum rates in the table in clause 21.1 are established on the following basis:

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

Stage of apprenticeship	Column 1 Completed Year 10 or less	Column 2 Completed Year 11	Column 3 Completed Year 12	Column 4 Adult (i.e. 21 years of age or over)
Stage 1	42% of the C10/V5 trades rate	80% of the unapprenticed junior rate under this award for an 18 year old	The relevant rate applicable to a trainee commencing after year 12 under National Training Wage Skill Level A.	National Training Wage Traineeship Skill Level B exit rate.
Stage 2	55% of the C10/V5 trades rate	55% of the C10/V5 trades rate	The relevant rate applicable to a trainee commencing at year 12 plus one year under National Training Wage Skill Level A.	C14/V1 rate
Stage 3	75% of the C10/V5 trades rate	75% of the C10/V5 trades rate	75% of the C10/V5 rate	C13/V2 rate
Stage 4	88% of the C10/V5 trades rate	88% of the C10/V5 trades rate	C12/V3 rate	C12/V3 rate

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

(Operative date: First full pay period on or after 1 July 2025)

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

Stage of apprenticeship	Column 1			Column 2			Column 3		
	Has not completed Year 12			Has completed Year 12			Adult apprentice		
	% of C10/V5	Min weekly rate	Hourly rate	% of C10/V5 or classification	Min weekly rate	Hourly rate	% of C10/V5 or classification	Min weekly rate	Hourly rate
	%	\$	\$	%	\$	\$	%	\$	\$
1	50	534.20	14.06	55%	587.62	15.46	80%	854.72	22.49
2	60	641.04	16.87	65%	694.46	18.28	C14/V1	922.70	24.28
3	75	801.30	21.09	75%	801.30	21.09	C13/V2	948.00	24.95
4	88	940.19	24.74	C12/V3	982.40	25.85	C12/V3	982.40	25.85

21.7 Conditions for progression through each stage

- (a) The minimum rates for each stage of the apprenticeship are set out in clauses 21.1 and 21.6. The conditions for progression to each stage are set out in the following tables:
- (b) **Engineering / Vehicle Tradesperson—Where the training plan provides for the completion of a relevant AQF III qualification**

Stage of apprenticeship Entry, exit and progression requirements

Stage 1

Entry

Nil entry requirements.

Exit

There is no exit point at this stage.

Stage 2

Entry

An apprentice enters Stage 2:

- on attainment of 25% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan; or
- 12 months after commencing the apprenticeship, subject to clause 12.16;

whichever is earlier.

Exit

There is no exit point at this stage.

Stage of apprenticeship**Entry, exit and progression requirements****Stage 3****Entry**

An apprentice enters Stage 3:

- on attainment of 50% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan; or
- 12 months after commencing Stage 2, subject to clause 12.16; whichever is earlier.

Exit

There is no exit point at this stage.

Stage 4**Entry**

An apprentice enters Stage 4:

- on attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan; or
- 12 months after commencing Stage 3, subject to clause 12.16; whichever is earlier.

Exit

Upon the attainment of 100% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate III qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with the relevant AQF Certificate III qualification.

(c) Higher Engineering Tradesperson—Where the training plan provides for the completion of a relevant AQF IV qualification**Stage of apprenticeship****Entry, exit and progression requirements****Stage 1****Entry**

Nil entry requirements.

Exit

There is no exit point at this stage.

Stage of apprenticeship**Entry, exit and progression requirements****Stage 2****Entry**

An apprentice enters Stage 2:

- on attainment of 25% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan; or
- 12 months after commencing the apprenticeship, subject to clause 12.16;

whichever is earlier.

Exit

There is no exit point at this stage.

Stage 3**Entry**

An apprentice enters Stage 3:

- on attainment of 50% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan; or
- 12 months after commencing Stage 2, subject to clause 12.16;

whichever is earlier.

Exit

Upon the attainment of 75% of the Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with the relevant AQF Certificate III qualification.

Stage of apprenticeship

Entry, exit and progression requirements

Stage 4

Entry

An apprentice enters Stage 4:

- on attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan; or
- 12 months after commencing Stage 3, subject to clause 12.16, whichever is earlier.

Exit

Upon the attainment of 100% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with the relevant AQF Certificate IV qualification.

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

Stage of apprenticeship

Entry, exit and progression requirements

Stage 1

Entry

Nil entry requirements.

Exit

There is no exit point at this stage.

Stage 2

Entry

An apprentice enters Stage 2:

- on attainment of 25% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant Diploma of Engineering qualification specified in the training plan; or
- 12 months after commencing the apprenticeship, subject to clause 12.16;

whichever is earlier.

Exit

There is no exit point at this stage.

Stage of apprenticeship**Entry, exit and progression requirements****Stage 3****Entry**

An apprentice enters Stage 3:

- on attainment of 50% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant Diploma of Engineering qualification specified in the training plan; or
- 12 months after commencing Stage 2, subject to clause 12.16; whichever is earlier.

Exit

Upon the attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice may exit with the relevant AQF Certificate III and/or AQF Certificate IV qualification.

Stage 4**Entry**

An apprentice enters Stage 4:

- on the attainment of 75% of the total Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Diploma specified in the training plan; or
- 12 months after commencing Stage 3, subject to clause 12.16; whichever is earlier.

Exit

Upon the attainment of 100% of the Competency Points (for employees covered by the metal and engineering competency standards) or Competencies (for other employees) for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 12.5(c), 12.7, 12.7(c) and clause 12.16, an apprentice will exit with a relevant AQF Diploma qualification.

22. Adult apprentice minimum rates

Australian Industry Group annotation

Adult apprentice minimum rates – 22

Clause 22 outlines the rate of pay for employees engaged as adult apprentices. An adult apprentice means a person of 21 years of age or over **at the time of entering into the training contract.**

The correct wage rate for an adult apprentice depends upon whether or not the employee was employed by the business immediately prior to commencing the apprenticeship. These employees cannot suffer a reduction in their minimum rate of pay as a result of entering into the training arrangement. The rates of pay for other adult apprentices are set out in clause 21.

- 22.1** A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum rate by virtue of entering into the training contract. For the purpose only of fixing a minimum rate, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 20.1 in which the adult apprentice was engaged immediately prior to entering into the training contract.
- 22.2** Subject to clause 22.1, the minimum rates for an adult apprentice are set out in Column 4 of the table in clause 21.1 and Column 3 of the table in clause 21.6 as determined by the relevant time period.

23. Cadet minimum rates

Australian Industry Group annotation

Cadet minimum rates – 23

Employers should note that the award is very specific in its definition of who can be engaged as a cadet in the technical field or a technology cadet (see clause 14).

Members requiring assistance with calculating cadet wages and conditions should contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77.

23.1 Cadet in the technical field

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

Year	% of C3/V12 Level
First year of contract of training	40%
Second year of contract of training	55%
Third year of contract of training	70%

- (b) The cadet is not entitled to be classified at the C3/V12 level and paid 100% of the C3/V12 level minimum rate, notwithstanding the fact that the qualification may have been obtained, until the 3 year program is completed and the requirements of the C3/V12 level definition are met.

23.2 Technology cadet minimum rates

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

Stage of technology cadetship	Technology cadets who completed Year 12, 3 or more years ago or who completed Year 10 or 11, 4 or more years ago	Other technology cadets
Technology cadets: <ul style="list-style-type: none"> • who are undertaking stage 1; or • who entered the cadetship at stage 2, 3 or 4 and are in the first year of training. 	70% of the C9/V6 rate	53% of the C9/V6 rate
Technology cadets: <ul style="list-style-type: none"> • who have completed stage 1 and are undertaking stage 2; or • who entered the cadetship at stage 2, 3 or 4 and are in the second year of training. 	77% of the C9/V6 rate	59% of the C9/V6 rate

Stage of technology cadetship	Technology cadets who completed Year 12, 3 or more years ago or who completed Year 10 or 11, 4 or more years ago	Other technology cadets
Technology cadets: <ul style="list-style-type: none"> • who have completed stage 2 and are undertaking stage 3; or • who entered the cadetship at stage 3 or 4 and are in the third year of training. 	83% of the C9/V6 rate	70% of the C9/V6 rate
Technology cadets: <ul style="list-style-type: none"> • who have completed stage 3 and are undertaking stage 4; or • who entered the cadetship at stage 4 and are in the fourth year of training. 	90% of the C9/V6 rate	83% of the C9/V6 rate

(b) Exit from technology cadetship

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

On completion of	Time period	% of relevant level
Stage 1	Up to one year after successful completion of stage 1	88% of the C9/V6 rate
	One to up to 2 years after successful completion of stage 1	95% of the C9/V6 rate
	2 years after successful completion of stage 1	100% of the C9/V6 rate
Stage 2	Up to one year after successful completion of stage 2	88% of the C7 rate
	One to up to 2 years after successful completion of stage 2	95% of the C7 rate
	2 years after successful completion of stage 2	100% of the C7 rate

On completion of	Time period	% of relevant level
Stage 3	Up to one year after successful completion of stage 3	88% of the C5/V10 rate
	One to up to 2 years after successful completion of stage 3	95% of the C5/V10 rate
	2 years after successful completion of stage 3	100% of the C5/V10 rate
Stage 4	Up to one year after successful completion of stage 4	88% of the C3/V12 rate
	One to up to 2 years after successful completion of stage 4	95% of the C3/V12 rate
	2 years after successful completion of stage 4	100% of the C3/V12 rate

24. Trainee minimum rates

Australian Industry Group annotation

Trainee minimum rates – 24

Clause 24 needs to be read in conjunction with clause 15 and Schedule G of this award. In order to accurately classify a trainee, the employer must ascertain the level of schooling completed and the skill level associated with the particular traineeship being completed. An employee who has completed a traineeship and is required to utilise these skills as part of their employment has entitlements as outlined in clause 24.1 (b).

Members requiring assistance with calculating trainee wages and conditions should contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77.

The Australian Industry Group Apprentice and Trainee Centre (ATC) provides everything an organisation needs to take on an apprentice or trainee. More information can be found on the [ATC website](#), or by calling 1300 761 944.

24.1 National training wage trainee minimum rates

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

(b) Exit from traineeship

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

(i) On completion of Skill Level A

(Operative date: First full pay period on or after 1 July 2025)

School leaver	% of C10/ V5 level	Completed	% of C10/ V5 level	Completed	% of C10/ V5 level	Completed
		Year 10 or less		Year 11		Year 12
			Minimum weekly rate		Minimum weekly rate	
		\$		\$		\$
Plus 1 year	54.5	582.28	63.1	674.16	73.5	785.27
Plus 2 years	63.1	674.16	73.5	785.27	85.3	911.35
Plus 3 years	73.5	785.27	85.3	911.35	100	1068.40
Plus 4 years	85.3	911.35	100	1068.40		
Plus 5 years	100	1068.40				

(ii) On completion of Skill Level B

(Operative date: First full pay period on or after 1 July 2025)

School leaver	% of C11/ V4 level	Completed	% of C11/ V4 level	Completed	% of C11/ V4 level	Completed
		Year 10 or less		Year 11		Year 12
			Minimum weekly rate		Minimum weekly rate	
		\$		\$		\$
Plus 1 year	57.9	587.51	64.8	657.53	74.5	755.95
Plus 2 years	64.8	657.53	74.5	755.95	87.2	884.82
Plus 3 years	74.5	755.95	87.2	884.82	100	1014.70
Plus 4 years	87.2	884.82	100	1014.70		
Plus 5 years	100	1014.70				

(iii) On completion of Skill Level C
(Operative date: First full pay period on or after 1 July 2025)

School leaver	% of C12/ V3 level	Completed	% of C12/ V3 level	Completed	% of C12/ V3 level	Completed
		Year 10 or less		Year 11		Year 12
		Minimum weekly rate		Minimum weekly rate		Minimum weekly rate
		\$		\$		\$
Plus 1 year	60.3	592.39	63.5	623.82	71.7	704.38
Plus 2 years	63.5	623.82	71.7	704.38	80.2	787.88
Plus 3 years	71.7	704.38	80.2	787.88	100	982.40
Plus 4 years	80.2	787.88	100	982.40		
Plus 5 years	100	982.40				

- (c) The appropriate classification is the classification corresponding to the minimum training requirement or equivalent which is the normal outcome for the particular traineeship as advised by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee. Provided that any additional competencies acquired during the period of experience during and subsequent to completion of the traineeship which are required or will be required to be utilised are also taken into account. Provided further that where the outcome is less than the C12/V3 level the employee is given the opportunity to acquire the additional competencies, where the attainment of the additional competencies meets the needs of the business, and when this is achieved the employee is reclassified from the C13/V2 to C12/V3 level.
- (d) The minimum rates provided for in clause 24.1(b) are to receive wage increases that are in proportion to the wage increases provided to the minimum rate of the C11/V4 level in respect of Skill Level B, the C12/V3 level in respect of Skill Level C, and the C10/V5 level in respect of Skill Level A.
- (e) Whether a traineeship falls within Skill Level A, Skill Level B or Skill Level C will be determined by the advice of the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee. Based on the advice the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, the Foundation Engineering Traineeship is a Skill Level C, the Engineering Traineeship is a Skill Level B, the Advanced Engineering Traineeship is a Skill Level B or a Skill Level A depending on the level of the Engineering Production Certificate which the traineeship is designed to achieve and the Engineering Traineeship Technician is a Skill Level A.

24.2 Technical field trainee minimum rates

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

Age	% of C9/V6 level
Under 18 years of age	52.5%
At 18 years of age	62.6%
At 19 years of age	75.7%
At 20 years of age	88.8%

24.3 Trainee engineer and trainee scientist minimum rates

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

Age	% of C6/V9 level
Under 18 years of age	52%
At 18 years of age	62%
At 19 years of age	75%
At 20 years of age	88%
At 21 years of age	91.5%
At 22 years of age and over	97%

25. Unapprenticed junior minimum rates

Australian Industry Group annotation

Unapprenticed junior minimum wages – 25

Unapprenticed junior wage rates are based on the age of the employee and the types of duties being completed. The nature of the duties is an important consideration as some duties attract an adult rate of pay, whereas others may not be permitted to be completed by an unapprenticed junior.

These exclusions and specific rates for unapprenticed juniors engaged in foundries are outlined in clause 25.3 and 25.4.

The minimum rates of pay in this clause **do not apply** for a junior tracer in the technical field who is a vehicle manufacturing employee covered by clause 4.8(a)(xi). Provisions relating to these junior tracers are in clause 52 of Part 9. An unapprenticed junior cannot be engaged in any role where an apprenticeship applies to that occupation.

25.1 Unapprenticed junior rates

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

Age	% of C13/V2 level
Under 16 years of age	36.8%
At 16 years of age	47.3%
At 17 years of age	57.8%
At 18 years of age	68.3%
At 19 years of age	82.5%
At 20 years of age	97.7%

25.2 The minimum rates for junior tracers in the technical field of vehicle manufacturing covered by clause 4.8(a)(xi) are prescribed in clause 53 of Part 9—Vehicle manufacturing employees.

25.3 Unapprenticed junior in a foundry

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

Age	% of C13/V2 level
Under 16 years of age	36.8%
At 16 years of age	47.3%
At 17 years of age	68.3%
At 18 years of age	83.0%
At 19 years of age	98.8%
At 20 years of age	Adult rate

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

- (a) angle iron cropping where the material weighs more than 5.2 kg per metre and is not clamped; or

- (b) assisting a steel furnace ladle operator other than in daubing or repairing ladles; or
- (c) assisting a storeperson racking and/or loading and/or unloading off vehicles, heavy steel plates, bars or sections; or
- (d) breaking up pig iron; or
- (e) carrying material to or from a cupola forge or electric steel furnace or using the slicer or hanging on to the end of a bloom, except in the case of a junior moulder; or
- (f) cutting out and punching rivets or plates; or
- (g) cutting plates by means of a hammer and cold set; or
- (h) plate edge planners in structural steel or ship building yards where the operator travels on the machine; or
- (i) punching machines handling plates of a mass more than 38 kg; or
- (j) shearing machines, other than guillotine plate shearers, handling plates of a mass of more than 38 kg.

26. Extra rates not cumulative

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

27. Payment of wages

Australian Industry Group annotation

Payment of wages – 27

This clause provides for the payment of wages either weekly or fortnightly, with the interval being determined by the employer at clause 27.1(a).

An employer can, with the agreement of the majority of employees or by agreement with individual employees, pay at intervals of 3 weeks, 4 weeks or monthly in accordance with clause 27.1(b). However, if the employer wishes to use clause 27.1(b), they must follow the process set out in clause 7.3.

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

27.1 Period of payment

- (a) Except as provided for in clause 27.1(b), wages must be paid weekly or fortnightly either:
 - (i) according to the actual ordinary hours worked each week or fortnight; or
 - (ii) according to the average number of ordinary hours worked each week or fortnight.
- (b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid 3 weekly, 4 weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

27.2 Method of payment

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

27.3 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.

27.4 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.

27.5 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.

27.6 Payment on termination of employment

Australian Industry Group annotation

Payment on termination of employment – 27.6

This clause sets out the timeframes for making payment of any outstanding amounts to an employee once their employment terminates, either at the employer's initiative or by the employee's resignation.

It is important to be aware that the time provided for making payments is not uniform and depends on the type of payment:

- **Wages and other award entitlements** must be paid the next business day after termination.
- **Amounts payable under the NES** (for example outstanding annual leave balances) must be paid within 7 days of termination.
- **Payment in lieu of notice** must be paid on the day of termination. This arises from the wording of the NES, which states that an employer cannot terminate an employee's employment in lieu of notice unless the employer "has paid" the amount in lieu. The Fair Work Commission added Note 1 to the award clause in response to *Melbourne Stadiums Ltd v Sautner* [2015] FCAFC 20, in which White J expressed the view that "has paid" requires that payment be made at the time of termination.
- **Long service leave** (if applicable) depends on the relevant long service leave instrument. In most states and territories, the legislation requires an employer to pay long service leave on the day of termination. [Australian Industry Group's Long Service Leave Handbook](#) provides comprehensive guidance on long service leave, including payments on termination.

- (a) The employer must pay an employee by the end of the next business day after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

- (ii) all other monies that are due to the employee under this award.
- (b) The employer must pay an employee all amounts due to the employee under the NES no later than 7 days after the day on which the employee's employment terminates.
- (c) The requirement to pay wages and other amounts under clauses 27.6(a) and (b) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

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

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

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

28. Annualised wage arrangements

Australian Industry Group annotation

Annualised wage arrangements – 28

This clause only applies to an employee who is a Supervisor/Trainer/Coordinator Level I or Level II.

This clause imposes detailed record keeping obligations and requires that the employer carry out a periodic reconciliation of hours worked against hours paid.

It is important to note that this clause does not prevent an employer and employee implementing an annual salary arrangement through the use of an appropriate 'set off' clause in an employee's written employment contract, rather than through this award clause.

[Australian Industry Group Legal](#) are able to assist with the drafting of 'set-off' clauses for individual employment contracts which in many cases may provide a lot more flexibility than this clause.

Members requiring assistance on annualised wage arrangements (including referral to a workplace lawyer), should contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77.

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

28.2 Annualised wage instead of award provisions

- (a) An employer and a full-time employee may enter into a written agreement for the employee to be paid an annualised wage in satisfaction, subject to clause 28.2(c), of any or all of the following provisions of the award:
- (i) clause 17.2(f)—Penalty rate for ordinary hours worked outside spread of hours—day workers;
 - (ii) clause 17.2(g)—Weekend penalty rates for ordinary hours—day workers;
 - (iii) clause 17.2(h)—Public holiday penalty rates for ordinary hours—day workers;
 - (iv) clause 18.5(b)—Penalty rate for work done during meal breaks;
 - (v) clause 19.4—Ship trial penalty rates;
 - (vi) clause 20—Minimum rates;
 - (vii) clause 30—Allowances and special rates;
 - (viii) clause 27—Payment of wages;
 - (ix) clause 33.1—Penalty rates for day workers;
 - (x) clause 33.2(g)—Methods of arranging ordinary working hours - work on a shift other than a rostered shift;
 - (xi) clause 33.2—Special provisions for shiftworkers;
 - (xii) clause 32—Overtime;
 - (xiii) clause 34.4—Annual leave loading;
 - (xiv) clause 54—Allowances and related matters—vehicle manufacturing employees;
 - (xv) clause 56—Shiftwork and rates—vehicle manufacturing employees; and
 - (xvi) clause 57—Overtime—vehicle manufacturing employees.
- (b) Where a written agreement for an annualised wage agreement is entered into, the agreement must specify:
- (i) the annualised wage that is payable;
 - (ii) which of the provisions of this award will be satisfied by payment of the annualised wage;
 - (iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation;

- (iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 28.2(c).
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified in the agreement pursuant to clause 28.2(b)(iv), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.
- (d) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
- (e) The agreement may be terminated:
 - (i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between the employer and the individual employee.

28.3 Annualised wage not to disadvantage employees

- (a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).
- (b) The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.
- (c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 28.3(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

28.4 Base rate of pay for employees on annualised wage arrangements

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

29. Employer and employee duties

Australian Industry Group annotation

Employer and employee duties – 29

This clause has some similarities to the basic implied common law term of any employment contract, that the employee is obliged to follow the reasonable and lawful instructions of the employer. However, in the context of this award, the intent of the clause is to enable multi-skilling of employees and prevent demarcation of work.

For example, it may be reasonable to direct a welder to use a forklift to obtain materials if this is incidental to the exercise of his or her trade skills, e.g. obtaining materials from storage to weld.

In circumstances where an employee is directed to perform higher paid duties, refer to clause 20.2.

If an employee is regularly performing duties of a higher classification, the question may arise as to whether they are more appropriately classified at a higher classification in the award. The classification and definitions are contained in Schedule A and B of the award and this should be reviewed in this circumstance.

- 29.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 29.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 29.3 Any direction issued by an employer under clause 29 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

30. Allowances and special rates

Australian Industry Group annotation

Allowances and special rates – 30

The allowances/special rates are divided into three main categories; these being 'all-purpose' allowances detailed in clause 30.2, 'other allowances' detailed in clause 30.3 and special rates found in clause 30.4.

It is important to show all allowances as distinct entitlements on pay slips as this is required under regulation 3.45 of the *Fair Work Regulations 2009*.

Some allowances/special rates are expressed as a percentage of the 'standard rate'. The definition of 'standard rate' is found in clause 2 of the award and the calculation of the dollar amount and how this is calculated, is in [Schedule D-Summary of Monetary Allowances](#).

Members with questions concerning any aspect of this clause should contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77.

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

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

NOTE: See [Schedule D-Summary of Monetary Allowances](#) for a summary of monetary allowances and method of adjustment.

Australian Industry Group annotation

All-purpose allowances – 30.2

The distinction between all-purpose and other allowances is that an all-purpose allowance effectively becomes part of the base rate of pay and therefore other entitlements in the award are calculated on the compounded rate of pay.

For example, if a tradesperson has a base hourly rate of \$28.12 and is entitled to an all-purpose tool allowance of \$17.90 per week. The tool allowance is added to the base rate for calculating their other award entitlements (i.e. $\$17.90 \div 38 = 47$ cents per hour). Therefore, payment of overtime, leave or shift loading is calculated on an hourly rate of \$28.59 per hour (\$28.12 plus 47 cents). The definition of 'all purposes' is in clause 2 of the award.

Clause 30.2(c)(i) - Note the tool allowance in this clause **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to tool allowance for these employees are found in clause 53.1 of Part 9. This is not an all-purpose allowance.

30.2 All-purpose allowances

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

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

(a) Leading hand allowance

(Operative date: First full pay period on or after 1 July 2025)

- (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	46.76
11-20 employees	69.85
More than 20 employees	88.92

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

(b) Ship repairing allowance

(Operative date: First full pay period on or after 1 July 2025)

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

	\$ per week
Tradespersons	21.23
All other employees	17.18

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

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

(i) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The tool allowance for these employees is prescribed in clause 54.1 of Part 9—Vehicle manufacturing employees of this award.

(ii) Except as otherwise provided in clause 30.2(c), a tradesperson must be paid a tool allowance of **\$17.90** per week for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. (*Operative date: First full pay period on or after 1 July 2025*)

(iii) The tool allowance in clause 30.2(c) does not apply to an employer who had a practice as at 5 November 1979 of providing all tools required by a tradesperson or an apprentice in the performance of their work. Such an employer is entitled to continue this practice.

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

(v) The tool allowance in clause 30.2(c) applies to an apprentice on the same percentage basis as set out in Column 1 of clause 21.5 or Column 1 of clause 21.6 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 30.2(c)(iii) and (iv).

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

- (d) Tool allowance—carpenter or joiner or shipwright/boatbuilder**
- (i) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The tool allowance for these employees is prescribed in clause 54.1 of Part 9—Vehicle manufacturing employees of this award.
 - (ii) A carpenter or joiner or shipwright/boatbuilder must be paid a tool allowance of **\$33.88** per week. (*Operative date: First full pay period on or after 1 July 2025*)
 - (iii) This allowance will be paid for all purposes of this award.
- (e) Technical computing equipment allowance**
(*Operative date: First full pay period on or after 1 July 2025*)
- (i) An allowance of **\$55.26** per week must be paid to an employee in the technical field who is required to use technical computing equipment to perform work of a complex nature.
 - (ii) This allowance is not payable for routine or repetitive functions, or where the system is used merely as an aid.
 - (iii) **Technical computing equipment** means computer hardware (including personal computers, microcomputers, mini computers or mainframe computers) using software and/or engineering applications (including design, engineering, planning or data base programs) which are used for drafting, planning, quality control, machine programming, NC programming and engineering analysis.
 - (iv) Work of a complex nature includes:
 - the application of new concepts in their field of work, including the use of 3 dimensional projections; or
 - the development of specialised programs for technical computing applications; or
 - system development, including the evaluation of existing and alternative systems ancillary software and/or hardware; or
 - the provision of training on the system for users, including the development and evaluation of self-learn and/or teaching methods or software packages.
 - (v) This allowance will be paid for all purposes of this award.
- (f) Supervisor/Trainer/Coordinator—Technical allowance**
- (i) A Supervisor/Trainer/Coordinator—Technical, who is responsible primarily for the exercise of skills in the technical field up to the level of their skill and competence and who is additionally

involved in the supervision/training of other technical employees must be paid not less than **107%** of the minimum rate applicable to the employee's technical classification.

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

(g) Artificial fertilizers and chemicals allowance

(Operative date: First full pay period on or after 1 July 2025)

(i) An employee who performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis, other than an employee engaged at the C1-C10 level, must be paid an industry allowance of **\$11.28** per week extra if the work is in relation to fertilizers and related activities (other than acid) and **\$14.82** 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	2.02
Acid production and related activities	3.23
Fertiliser production and despatch	3.46

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

30.3 Other allowances

(a) Vehicle allowance

(Operative date: First full pay period on or after 1 July 2025)

A vehicle allowance of **\$0.98** 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

(Operative date: First full pay period on or after 1 July 2025)

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 **\$21.26** per week if appointed by their employer to perform first aid duty.

(c) **Meal allowance**

- (i) Clause 30.3(c) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The overtime meal allowance provisions for these employees are prescribed in clause 57.4 in Part 9—Vehicle manufacturing employees of this award.
- (ii) A meal allowance of **\$18.38** must be paid to an employee on each occasion the employee is entitled to a rest break in accordance with clause 32.11 except in the following circumstances:
(Operative date: First full pay period on or after 1 July 2025)
- if the employee is a day worker and was notified no later than the previous day that they would be required to work overtime; or
 - if the employee is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work overtime; or
 - if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or
 - if the employee is provided with an adequate meal by the employer.
- (iii) If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

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

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

(e) Case hardened prescription lenses

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

(f) Protective clothing and equipment allowance

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

(g) Engine driver and fireperson allowance

(Operative date: First full pay period on or after 1 July 2025)

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

Duty	\$ per week
Attending to refrigeration compressors	44.91
Attending to an electric generator or dynamo exceeding 10kW capacity	44.91
Being in charge of plant	44.91
Attending to a switchboard where the generating capacity is 350kW or over	14.00

- (ii) The allowances in clause 30.3(g)(i), except as to dragline excavators and tractors, are not cumulative to the extent of increasing the minimum rate of an employee above the C10 level.
- (iii) The minimum rates for an engine driver attending a refrigeration compressor or compressors are:
- where the capacity is 88 kW or less, the C11/V4 level; and
 - where the capacity is more than 88 kW, the C10/V5 level.

(h) Cleaner, greaser or oiler allowance

(Operative date: First full pay period on or after 1 July 2025)

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 **\$41.62** per week.

(i) Manganese dioxide and other pigments allowance
(Operative date: First full pay period on or after 1 July 2025)

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

- (i) \$2.39** per hour for the first 2 hours; or
- (ii) \$16.96** per day where the work lasts over 2 hours.

Australian Industry Group annotation

Special rates – 30.4

Special rates are payable for working in particular environments such as hot/cold places, dirty work and slaughtering yards etc. These rates are not 'all purpose'.

Clause 30.4.(a)(i) provides that when an employee works in an environment that exposes them to more than one of the disabilities, only one special rate is payable; this being the highest rate. However, clause 30.4(a) (ii) goes on to state that the special rates for cold, hot, and wet places, dirty work, confined spaces and height money are cumulative (i.e. the employee would be paid all applicable rates). Payments associated with work-related travel are included within this clause.

For further information, see [Guidance Note – Allowances and Special Rates](#).

30.4 Special rates

Subject to clauses 30.4(a) and 30.4(b) the following special rates must be paid to an employee including an apprentice and a junior:

(a) Special rates not cumulative

- (i)** Where more than one of the disabilities set out in clause 30.4 entitles an employee to extra rates, the employer must pay only one rate, namely the highest applicable rate for the applicable disabilities.
- (ii)** Clause 30.4(a)(i) does not apply to the following allowances, the rates for which are cumulative:
 - Cold places (clause 30.4(c));
 - Hot places (clause 30.4(d));
 - Wet places (clause 30.4(e));
 - Confined spaces (clause 30.4(f));
 - Dirty work (clause 30.4(g)); and
 - Height money (clause 30.4(h)).

(b) Special rates are not subject to penalty additions

The special rates in clause 30.4 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

(c) Cold places

(Operative date: First full pay period on or after 1 July 2025)

- (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 **\$0.79** per hour.
- (ii) In addition, where the work continues for more than 2 hours, the employee is entitled to 20 minutes rest after every 2 hours work without loss of pay.

(d) Hot places

(Operative date: First full pay period on or after 1 July 2025)

- (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:
 - **\$0.82** per hour where the temperature is between 46 and 54 degrees Celsius;
 - **\$1.07** per hour where the temperature is in excess of 54 degrees Celsius.
- (ii) In addition, where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every 2 hours work without loss of pay.
- (iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

(e) Wet places

(Operative date: First full pay period on or after 1 July 2025)

- (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 **\$0.82** 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

(Operative date: First full pay period on or after 1 July 2025)

A confined spaces allowance of **\$1.07** per hour must be paid to an employee working in a confined space.

(g) Dirty work

(Operative date: First full pay period on or after 1 July 2025)

(i) A dirty work allowance of **\$0.82** 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 **\$1.07** 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

(Operative date: First full pay period on or after 1 July 2025)

A height money allowance of **\$0.59** 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

(Operative date: First full pay period on or after 1 July 2025)

A meat digesters and oil tanks allowance of **\$0.82** 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

(Operative date: First full pay period on or after 1 July 2025)

A sanitary works allowance of **\$0.56** per hour must be paid to an employee working in a sanitary works.

(k) Insulation materials

(Operative date: First full pay period on or after 1 July 2025)

(i) An insulation materials allowance of **\$1.07** per hour must be paid to an employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, when employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings.

- (ii) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). A glass and slag wool allowance for these employees is prescribed in 54.5 of Part 9– Vehicle manufacturing employees of this award.

(l) Slaughtering yards

(Operative date: First full pay period on or after 1 July 2025)

A slaughtering yards allowance of **\$0.59** per hour must be paid to an employee working in slaughtering yards.

(m) Boiler repairs

(Operative date: First full pay period on or after 1 July 2025)

- (i) An employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers must be paid an allowance of **\$0.59** 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 **\$2.08** per hour while working inside such a boiler.

(n) Underground mine work

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

(o) Explosive powered tools

(Operative date: First full pay period on or after 1 July 2025)

An employee required to use explosive powered tools must be paid an allowance of **\$2.11** per day. Where an hourly rate is required, it is calculated by dividing the rate by 7.6.

(p) Ships in dock

(Operative date: First full pay period on or after 1 July 2025)

An employee working under a ship in a dock or slipway must be paid an allowance of **\$0.59** 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

(Operative date: First full pay period on or after 1 July 2025)

- (i) An employee working in a foundry must be paid an allowance of **\$0.62** for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.

- (ii) The foundry allowance is payable instead of any payment otherwise due under clause 30.4.
- (iii) For the purposes of clause 30.4(q), **foundry work** means any operation in the production of castings by casting metal in a mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and, where carried on as an incidental process in connection with and in the course of the aforementioned production, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but does not include any operations performed in connection with:
- non-ferrous die casting (including gravity and pressure); or
 - casting of billets and/or ingots in metal moulds; or
 - continuous casting of metal into billets; or
 - melting of metal for use in printing; or
 - refining of metal.
- (iv) An employee is not entitled to be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the 8 hour period immediately following the cessation of foundry production.

(r) **Boiling down works**

(Operative date: First full pay period on or after 1 July 2025)

An employee working in boiling down works must be paid an allowance of **\$0.59** per hour.

(s) **Lead works**

(Operative date: First full pay period on or after 1 July 2025)

An allowance of **\$0.59** per hour must be paid to an employee working in lead works.

(t) **Handlers of carbon black**

- (i) A storeperson and packer handling carbon black in a bulk store, a forklift driver handling or transporting carbon black (except when it is packed in sealed metal containers), an employee handling carbon black elsewhere before processing, an employee engaged in processing free carbon black, a cleaner employed in sweeping free carbon black and an employee engaged in baling used carbon black bags must be paid an allowance of **\$1.35** per hour. *(Operative date: First full pay period on or after 1 July 2025)*

- (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 30.4(t)(i) for handling carbon black, unless the employer provides such an employee with 2 sets of overalls per year.
- (iii) An employee entitled to the special rate in clause 30.4(t)(i) must be allowed 15 minutes washing time at the end of each shift.

(u) Installing or repairing belting underground in mines
(Operative date: First full pay period on or after 1 July 2025)

An employee required to install or repair any type of belting underground in mines must be paid an allowance of **\$0.42** per hour.

(v) Processing free coal dust
(Operative date: First full pay period on or after 1 July 2025)

An employee engaged in processing free coal dust must be paid an allowance of **\$0.59** per hour.

(w) Boiler cleaning—engine driver

- (i) This allowance does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). A boiler house employee allowance for these employees is prescribed in clause 54.7 of Part 9—Vehicle manufacturing employees of this award.
- (ii) An engine driver, engaged inside the gas or water space of any boiler, flue or economiser, in cleaning or scraping work must be paid an allowance of **\$2.31** per hour while so employed.
(Operative date: First full pay period on or after 1 July 2025)
- (iii) The allowance in clause 30.4(w) is paid instead of the special rates for hot places, wet places, confined spaces, dirty work or boiler repairs.

(x) Second-hand work

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

- (iii) For the purposes of clause 30.4(x), **second-hand 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**

(Operative date: First full pay period on or after 1 July 2025)

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

Nature of work	\$ per week
Rock phosphate, superphosphate and mixed manure sections receiving ex ship or railway truck	9.45
Handling rock phosphate to crushers and all other employees in the rock phosphate section	8.94
Mixing superphosphate	8.94
Excavating bins, and the manufacture or excavating of superphosphate until such time as it is dumped on the heap for curing	5.82
The handling of superphosphate from the heap until loading in wagons or trucks for despatch, including the manufacture and despatch of mixed fertilizers	3.54

(z) Farmers' own bags***(Operative date: First full pay period on or after 1 July 2025)***

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	0.70
Loading double-handling into railway or other trucks, fertilizing materials in farmers' own bags	1.29
Loading single-handling into railway or other trucks, fertilizing materials in farmers' own bags	1.74

(aa) Soda ash***(Operative date: First full pay period on or after 1 July 2025)***

An employee manually engaged in carrying and stacking bagged soda ash must be paid an allowance of **\$2.47** per hour for the time so engaged.

(bb) Raw materials***(Operative date: First full pay period on or after 1 July 2025)***

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 **\$0.93** per hour for the time so engaged.

(cc) Skimming and floater setting—flat glass tank***(Operative date: First full pay period on or after 1 July 2025)***

An employee engaged in skimming the drawing pit when a machine is not actually in operation or in the actual operation of floater setting on the tank must be paid an allowance of **\$3.54** per half hour for the time so engaged.

(dd) Glass furnace regenerators***(Operative date: First full pay period on or after 1 July 2025)***

An allowance of **\$19.52** per day must be paid to an employee engaged on the work of building, rebuilding, or packing glass furnace regenerators.

(ee) Float glass furnace repair

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

(ff) Jack bolt tensioner

(Operative date: First full pay period on or after 1 July 2025)

An allowance of **\$10.57** 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

(Operative date: First full pay period on or after 1 July 2025)

An allowance of **\$10.57** 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.

30.5 Transfers, travelling and working away from usual place of work**(a) Excess travelling and fares**

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

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

(b) Engagement of labour away from workshops

- (i)** Subject to clause 30.5(b)(ii), an employer is free to engage labour on the site of a job carried on away from the workshop, without payment for any travelling time or fares, unless such employee is sent from the workshop.

- (ii) If an employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop they must be paid fares in excess of those incurred in travelling to and from the workshop.

Australian Industry Group annotation

Distant work – 30.5(c)

The definition of travel time payment and expenses that must be paid for distant work are set out in clauses 30.5(e) Travelling time payment and 30.5(f) Expenses.

(c) Distant work

- (i) An employee required to remain temporarily away from the employee's usual residence because the employee is working temporarily in a locality away from the employee's usual workplace must be paid travelling time for necessary travel between the locality and the employee's usual workplace and expenses.
- (ii) After each 4 week period on distant work an employee is entitled to be paid for a return fare reasonably incurred for personal travel between the locality and the employee's usual residence, unless such distant work is inherent in the normal work of the employee.

(d) Transfer involving change of residence

An employee:

- (i) engaged in one locality to work in another; or
- (ii) sent other than at his or her own request, from his or her usual locality to another for employment which can reasonably be regarded as permanent;

involving a change in residence will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding 3 months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding 6 months. Provided that such expenses will cease after the employee has taken up permanent residence or abode at the new location.

Australian Industry Group annotation

Travelling time payment – 30.5(e)

Whilst not stated explicitly, employees cannot double dip. Travel time is time paid for travel outside of working hours. An employee travelling during working hours is working and continues to be paid their ordinary wage during this time.

(e) Travelling time payment

- (i) The rate of pay for travelling time on Monday to Saturday is the ordinary hourly rate of pay and on Sundays and public holidays is **150%** of the ordinary hourly rate.
- (ii) The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all-night travel, 8 hours out of every 24 hours.

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

(Operative date: First full pay period on or after 1 July 2025)

- (i) all fares reasonably incurred;
- (ii) reasonable expenses included while travelling including **\$18.38** for each meal taken; and
- (iii) a reasonable allowance to cover the cost incurred for board and lodging.

30.6 Training costs

- (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- (b) Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer.
- (c) Clause 30.6 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 12–Apprentices and not clause 30.6.

- (d) Clause 30.6 does not apply to costs associated with training that are in connection with a trainee's training contract for vehicle manufacturing trainees covered by clause 4.8(a)(xi). Training costs for these trainees are prescribed in clause 49—Payment of fees for vehicle manufacturing trainees of Part 9—Vehicle manufacturing employees of this award.

31. Superannuation

Australian Industry Group annotation

Superannuation - 31

The superannuation provisions in the award must be read together with superannuation guarantee legislation and the NES.

The NES were amended effective from 1 January 2024 to introduce a new obligation on employers to contribute to employees' superannuation funds. The purpose of placing this requirement in the NES and the award is to create an enforceable right for employees to recover unpaid superannuation. Under superannuation guarantee legislation, unpaid superannuation contributions can only be enforced by the Australian Taxation Office (ATO).

The award clause reflects the current choice of fund requirements under superannuation legislation. Under choice of fund:

1. Employers must provide employees with a standard superannuation choice of fund form.
2. If the employee does not nominate a fund, the employer must ask the ATO whether the employee has a stapled fund.
3. If the employee does not nominate a fund, and does not have a stapled fund, the award provides a list of superannuation funds approved by the Fair Work Commission that an employer may use to fulfil its obligations to make superannuation contributions.

31.1 Superannuation legislation

- (a) The NES and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deal with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in clause 31 supplement those in superannuation legislation and the NES.

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

31.2 Employer contributions

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

31.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 31.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of 3 months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 31.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 31.3(a) or (b) was made.

31.4 Superannuation fund

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

- (a) AustralianSuper; or
- (b) 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) Hostplus; 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.

Australian Industry Group annotation

Superannuation – 31.5

It is important to note that clause 31.5 provides that superannuation contributions must be paid for up to 52 weeks of absence from work as a result of a work-related illness or injury for which the employee is receiving workers' compensation payments. This is an award entitlement which is beyond what is required by superannuation legislation.

31.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 31.2 and pay the amount authorised under clauses 31.3(a) or (b):

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

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

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

Part 5–Overtime and Penalty Rates

32. Overtime

32.1 Definition of overtime

- (a) Overtime work is any work performed outside the ordinary hours on any day or shift as defined by clauses 17.2, 17.3 and 17.4.
- (b) For the purposes of clause 32, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clause 17–Ordinary hours of work and rostering.
- (c) Overtime work for a part-time employee is any work performed in excess of the hours agreed under clauses 10.3 and 10.4.
- (d) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

Australian Industry Group annotation

Definition of overtime – 32.1(e)

Clause 32.1(e) provides that for the purposes of calculating the overtime rate, each day's work stands alone. This means that where an employee works overtime on multiple occasions in a week, the first three hours of overtime worked on each given day is payable at 150% (except for a continuous shiftworker).

This applies where part of a day's overtime is worked prior to ordinary hours and the remainder is worked after ordinary hours.

Example: A day worker works their ordinary hours between 7.30am and 4.00pm. On a given day, the employee works pre-start overtime between 6.30am and 7.30am and a further period of overtime between 4.00pm and 7.00pm. The employee is entitled to be paid 150% for the one hour of overtime in the morning and the first two hours of the overtime in the afternoon. The employee is entitled to 200% for the final hour of overtime in the afternoon.

- (e) In computing overtime each day's work stands alone.
- (f) Where clause 32 refers to an overtime rate as being calculated as a percentage of the ordinary hourly rate, that reference will (for a casual employee) instead be taken to be a reference to the casual ordinary hourly rate if the entitlement is applicable to a casual employee.

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

32.2 Payment for overtime—other than continuous shiftworkers

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

- (a) **150%** of the ordinary hourly rate for the first 3 hours; and
- (b) **200%** of the ordinary hourly rate thereafter.

32.3 Unrelieved shiftwork on rostered day off

- (a) Clause 32.3 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).
- (b) If a shiftworker is required to work on their rostered day off because of the absence of a relieving employee, the unrelieved shiftworker must be paid **200%** of the ordinary hourly rate for all hours worked on their rostered day off.
- (c) Clause 32.3 applies when not less than 7.6 hours' notice has been given to the employer by a relief shiftworker that the relief shiftworker will be absent from work.

32.4 Payment for overtime—continuous shiftworkers

- (a) A continuous shiftworker working overtime will be paid **200%** of the ordinary hourly rate. Clause 32.4(a) does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).
- (b) A continuous shiftworker who is a vehicle manufacturing employee covered by clause 4.8(a)(xi) working overtime will be paid the following:
 - (i) **150%** of the ordinary hourly rate for the first 3 hours; and
 - (ii) **200%** of the ordinary hourly rate thereafter.

32.5 Saturday work—day worker

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

32.6 Sunday work

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

32.7 Public holiday work

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

- (b) A continuous shiftworker required to work overtime on a public holiday must be paid **200%** of the ordinary hourly rate with a minimum payment of 3 hours.
- (c) A non-continuous shiftworker required to work overtime on a public holiday must be paid **250%** of the ordinary hourly rate until the employee is relieved from duty with a minimum payment of 3 hours.
- (d) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement periods in clause 32.7

Australian Industry Group annotation

Time off instead of payment for overtime – 32.8

This provision **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to time off instead of payment for overtime for these employees are found in clause 57.1 of Part 9.

Clause 32.8 allows an employee to take time off instead of being paid for a particular amount of overtime that has been worked by the employee on an hour-for-hour basis (e.g. two hours of time off for two hours of overtime).

Agreement reached under this provision is subject to clause 7.2 which requires the agreement to be kept as a time and wages record. Further, an employee can choose to renege on the agreement at any time and request payment for the overtime worked.

32.8 Time off instead of payment for overtime

- (a) Clause 32.8 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The time off instead of overtime provisions for these employees are prescribed in clause 57.1 of Part 9—Vehicle manufacturing employees of this award.
- (b) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (c) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 32.8.
- (d) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in clause 32.8(d)(iii) must be made in the next pay period following the request.

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

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

EXAMPLE: By making an agreement under clause 32.8 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (f) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (g) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 32.8 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (h) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 32.8(f), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (i) The employer must keep a copy of any agreement under clause 32.8 as an employee record.
- (j) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (k) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 32.8 will apply, including the requirement for separate written agreements under clause 32.8(c) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the [Act](#)).

- (l) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 32.8 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.8.

32.9 Reasonable overtime

- (a) Subject to section 62 of the [Act](#) and clause 32.9, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 32.9 the following must be taken into account:
- (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms of clause 17—Ordinary hours of work and rostering inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
 - (x) any other relevant matter.

32.10 One in, all in does not apply

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

Australian Industry Group annotation

Rest break – 32.11

This clause does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to overtime rest breaks for these employees are found in clause 57.2 of Part 9.

Clause 32.11(b) provides employees with a 20 minute paid rest break for each four hours of work. In addition, where an employee works overtime immediately after working ordinary hours, clause 32.11(d) provides an additional 20 minute rest break before starting overtime where the period of overtime is to be more than one and one half hours.

The rate payable for breaks under subclauses (b), (c) and (d) are all expressed differently:

- (b): a rest break after four hours of overtime is 'without deduction of pay', meaning at the applicable overtime rate;
- (c): the first rest break during overtime on a Saturday or Sunday is at the employee's 'ordinary hourly rate', which is defined in clause 2 as 'the hourly rate for the employee's classification specified in clause 20 - Minimum rates, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes'. Any rest breaks after the first are paid at the applicable overtime rate;
- (d): a rest break immediately following ordinary hours is paid at the rate 'applying to the employee immediately prior to the scheduled meal break', meaning the ordinary hourly rate plus any shift loading which applied before the employee commenced overtime.

Example: An employee's ordinary hours on an afternoon shift are between 2.00pm and 10.00pm. The employee works overtime until 3.00am. The employee is entitled to the following rest breaks:

A 20 minute break immediately following the ordinary hours (i.e. from at 10.00pm to 10.20pm). This rest break is paid at the rate applicable before the meal break, meaning the break is paid at 115% of the ordinary hourly rate.

A 20 minute break after 4 hours of overtime (i.e. 2.20am to 2.40am). This rest break is without deduction of pay (i.e. at overtime penalty rates).

32.11 Rest break

- (a) Clause 32.11 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The overtime rest break provisions for these employees are prescribed in clause 57.2 of Part 9—Vehicle manufacturing employees of this award.
- (b) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee is to continue work after the rest break.
- (c) Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the employee's ordinary hourly rate.
- (d) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than 1.5 hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the rate of pay applying to the employee immediately prior to the scheduled meal break.
- (e) An employer and employee may agree to any variation of clause 32.11 to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 32.11.
- (f) An employee entitled to a rest break in clause 32.11 may be entitled to a meal allowance in accordance with clause 30.3(c).

Australian Industry Group annotation

Rest period after overtime – 32.12

This provision does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to rest period after overtime for these employees are found in clause 57.5 of Part 9.

The employer has an obligation to arrange overtime work in such a manner that an employee has a 10 hour rest period between successive periods of ordinary hours as provided for in this clause, wherever reasonably practicable.

The rest period can be taken any time between the termination of ordinary hours on one day and the commencement of ordinary hours the next day. In circumstances where it is not reasonably practicable to arrange periods of work such that there is the required 10 hour break, the employer is required to adopt one of the following two options:

Option 1: After the employee has worked the overtime, the employer could allow the employee to take the required rest period and pay the employee for the ordinary hours which fall during this period. For example, if a day worker whose ordinary hours are between 7.30am and 4.00pm works overtime from 4.00pm until 1.00am, the employee is entitled to have a 10 hour break from 1.00am until 11.00am. The employee would not lose pay for the period between 7.30am and 11.00am.

Option 2: Subject to an employer's obligations to ensure the health and safety of employees, the employer could instruct the employee to resume or continue work without having the required rest period. In such circumstances, the employee is entitled to be paid 200% of the ordinary hourly rate until released from duty. The employee is then entitled to the rest period.

The 10 hour rest period can be reduced to a period of no less than 8 hours by agreement between the employer and an individual employee. This agreement is subject to the safeguards in clause 7.

Clauses 32.12(b) and (c) do not apply to casual employees.

Clause 32.12 does not apply to overtime worked on one or more call backs where the actual time worked is less than three hours on the call back or on each call back (refer to clause 32.13(g)).

32.12 Rest period after overtime

- (a) Clause 32.12 does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The rest period after overtime provisions for these employees are prescribed in clause 57.5 of Part 9—Vehicle manufacturing employees of this award.
- (b) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (c) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 32.12, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

- (d) If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at **200%** of the ordinary hourly rate until the employee is released from duty. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (e) By agreement between the employer and individual employee, the 10 hour break provided for in clause 32.12 may be reduced to a period of no less than 8 hours.
- (f) The provisions of clause 32.12 will apply in the case of a shiftworker as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

Australian Industry Group annotation

Call back – 32.13

This provision does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). Provisions relating to call back for these employees are found in clause 57.6 of Part 9.

This subclause relates to circumstances where an employee has left the premises and returns to work overtime. It does not apply to situations where overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours of work. The employee is paid at the relevant rate from the time that the employee commences work at the workplace.

For further information, see [Guidance Note - Overtime - Call Back and Standing By](#).

32.13 Call back

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

- (b) An employee recalled to work overtime after leaving the enterprise, whether notified before or after leaving the enterprise, must be paid:
- (i) for a minimum of 4 hours at **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter; or
 - (ii) if the employee is a continuous shiftworker, at **200%** of the ordinary hourly rate for the full period;

provided that:

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

Australian Industry Group annotation

Call back – 32.13(d)

Clause 32.13(d) provides that an employee is entitled to be paid for the three or four hour minimum period for each time that they are recalled. However, it is only the time actually worked on call backs which is taken into account in calculating the rate which will apply to subsequent call backs.

Example: A day worker is recalled to work on Wednesday night and commences work at 8.00pm. The employee works until 10.00pm then returns home. The employee is then recalled and commences work at 1.00am, works until 4.00am and returns home again. Such employee would be entitled to the following payments:

8.00pm - 10.00pm	three hours at 150% plus one hour at 200%.
1.00am - 4.00am	one hour at 150% (because only two hours had been 'actually worked' on the last call) plus three hours at 200%.

- (d) If the employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the 3 or 4 hour minimum overtime payment provided for in clause 32.13 for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.

Australian Industry Group annotation

Call back – 32.13(e)

Employees are not generally required to remain at work for the full three or four hour minimum payment period if the job that they were recalled to perform is completed within a shorter period. However, an employee can be required to remain at work if unforeseen circumstances arise.

For example, if a further breakdown occurs which needs to be repaired and the employee remains at work to attend to other work which has arisen in unforeseen circumstances, the employee is not entitled to a further three or four hour minimum payment for the additional work. The minimum payment relates to 'recalls'. That is, a situation where an employee has left work and is subsequently recalled to the workplace.

- (e) Except in the case of unforeseen circumstances arising, an employee must not be required to work the full 3 or 4 hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- (f) Clause 32.13 does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of ordinary hours.
- (g) Overtime worked in the circumstances specified in clause 32.13 is not to be regarded as overtime for the purposes of clause 32.12 concerning rest periods after overtime, when the actual time worked is less than 3 hours on the call back or on each call back.

Australian Industry Group annotation

Standing by – 32.14

For information, see [Guidance Note - Overtime - Call Back and Standing By](#).

32.14 Standing by

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

32.15 Transport of employees

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

33. Penalty Rates

Australian Industry Group annotation

Penalty rates – 33

Penalty rates are expressed as a percentage of the ordinary hourly rate, so for example a 15% afternoon shift penalty is expressed as a payment of 115% of the 'ordinary hourly rate'. Ordinary hourly rate is defined in clause 2 and includes any all-purpose allowances and loadings.

For casual employees, the penalty rates are applied to the 'casual ordinary hourly rate' which includes the 25% casual loading. (See clause 11.1).

For example, the hourly rate that applies to a Level C12 employee is \$25.85 and the casual loading is 25%. When the casual employee works on an afternoon shift, they are entitled to \$37.16. This is calculated by taking the casual ordinary hourly rate of \$32.31 (\$25.85 + 25%) and adding the penalty rate for an afternoon shift (\$32.31 + 15%).

Different rules apply to casual vehicle manufacturing employees in the technical field covered by clause 4.8(a)(xi). For details about the casual loading for these employees, see clause 48 of Part 9.

33.1 Penalty rates for day workers

(a) Weekend work

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

- (i) The rate to be paid to a day worker for ordinary time worked between midnight on Friday and midnight on Saturday will be 150% of the ordinary hourly rate.
- (ii) The rate to be paid to a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday will be 200% of the ordinary hourly rate.

(b) Payment for work on public holidays

- (i) Except as provided in clause 33.2, a day worker required to work on a public holiday must be paid 250% of the ordinary hourly rate with a minimum payment as for 3 hours. This rate must be paid until the employee is released from duty.
- (ii) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 33.1(b)(i).

Australian Industry Group annotation**Rates for shiftworkers – 33.2**

This provision **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). Penalty rates for shiftwork for these employees are found in clause 56.1 of Part 9.

33.2 Rates for shiftworkers

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

Australian Industry Group annotation**Definitions – 33.2(b)**

The reference to an afternoon or night shift finishing at a particular time relates to when the ordinary hours of the shift end. Overtime hours that may be worked in conjunction with the shift are not taken into account when determining what type of shift is worked.

The definition of 'continuous shiftwork' is relevant to several entitlements of shiftworkers. When determining whether there are 'consecutive shifts of employees', only the ordinary time that is worked is relevant. Overtime should not be taken into account in ascertaining whether or not a particular pattern of work meets the definition.

For example, where two eight-hour shifts are worked and the employees on each shift work four hours of overtime, such a pattern would not meet the definition of 'continuous shiftwork' regardless of whether or not work continues throughout the 24 hours of at least six days.

Continuous shiftworkers have certain entitlements which differ from other shiftworkers. These include:

- a paid meal break (clause 17.3(c))
- payment of all overtime at 200% (clause 32.4)
- work on a public holiday are entitled is paid at the rate of 200%, rather than 250%, which applies to other employees (clause 33.2(j)(i))
- the penalty rates for continuous shiftworkers that work on a Sunday or a public holiday are determined by where the major portion of the shift falls (clause 33.2(j)(i)).

(b) Definitions

- (i) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight
- (ii) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer
- (iii) **Night shift** means any shift finishing after midnight and at or before 8.00 am
- (iv) **Rostered shift** means any shift of which the employee concerned has had at least 48 hours' notice

Australian Industry Group annotation

Rates for shiftworkers – 33.2(c)

This sub-clause was varied effective 1 July 2021 to clarify how the span of hours for shiftworkers can be varied, by agreement with the majority of employees or an individual employee. The Fair Work Commission decided that the span of hours can be moved forward or back by one hour but cannot be extended for any employee.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees. For example, agreement could be reached with one employee to move the span of hours forward by one hour and with another employee to move the span of hours back by one hour.

- (c) In conjunction with clause 7.3, the span of hours over which shifts may be worked may be moved up to one hour forward or one hour back by agreement between an employer and:
- (i) the majority of employees at the workplace;
 - (ii) the majority of employees in a discrete section of the workplace; or
 - (iii) an individual employee.

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

(d) Afternoon or night shift

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

Australian Industry Group annotation

Afternoon and night shift–non-successive shifts – 33.2(e)

The provisions of clause 33.2(e) are intended to compensate employees who work on a shift which continues only for a very short period.

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

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

- (i) for at least 5 successive afternoon or night shifts or 6 successive afternoon or night shifts in a 6 day workshop (where no more than 8 ordinary hours are worked on each shift); or
- (ii) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 17.3 or 17.4),

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

(f) Permanent night shift

An employee who:

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on night shift for a longer period than 4 consecutive weeks; or

- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each cycle,

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

Australian Industry Group annotation

Work on shifts other than rostered shifts – 33.2(g)

Clause 33.2(g), in conjunction with the definition of a 'rostered shift' in clause 33.2(b), provides that where employees are required to work a shift without receiving at least 48 hours' notice, they are entitled to a higher than usual shift penalty.

Note that, while the shift penalty effectively mirrors the rates payable for overtime in clause 32, the penalty rate provided in this clause is still a shift penalty that relates to ordinary hours. This has implications for entitlements such as superannuation.

(g) Work on shifts other than rostered shifts

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

- (i) if employed on continuous work, be paid at **200%** of the ordinary hourly rate; or
 - (ii) if employed on other shiftwork, be paid at **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter.
- (h) Clause 33.2(g) does not apply when the time is worked:
- (i) by arrangement between the employees themselves;
 - (ii) for the purposes of effecting the customary rotation of shifts; or
 - (iii) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment in accordance with [Part 3-5](#) of the [Act](#).
- (i) **Rate for working on Saturday shifts**
- (i) A shiftworker must be paid **150%** of the ordinary hourly rate for all work performed on a Saturday.
 - (ii) This rate is in substitution for shift penalty rates in clauses 33.2(d), 33.2(e) and 33.2(f).

Australian Industry Group annotation

Rate for working on Sunday and public holidays shifts – 33.2(j)

The penalties payable for Saturday, Sunday and public holiday shifts are paid instead of the shift penalties set out in clause 33.2(d) to (g).

The clause provides that where shifts fall partly on a public holiday, the shift with the major portion will be treated as the public holiday shift. This means that where a night shift is rostered in such a way that it is performed over two calendar days (for example an 11 pm-7am shift), only the shift that contains the major portion on the public holiday is considered to be the public holiday shift.

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

- (i) A continuous shiftworker on a rostered shift must be paid **200%** of the ordinary hourly rate where the major portion of a shift falls on a Sunday or public holiday.
- (ii) A shiftworker on other than continuous work must be paid **200%** of the ordinary hourly rate for all time worked on a Sunday.
- (iii) A shiftworker on other than continuous work must be paid **250%** of the ordinary hourly rate for all time worked on a public holiday.
- (iv) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday and paid in accordance with clauses 33.2(j)(ii) and (iii).
- (v) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift. By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift instead.
- (vi) The rates in clause 33.2(j) are in substitution for shift penalty rates in clauses 33.2(d), 33.2(e) and 33.2(f).

Part 6–Leave and Public Holidays

34. Annual leave

Australian Industry Group annotation

Annual leave – 34

This clause refers employers to the National Employment Standards (NES) in the *Fair Work Act 2009* (the Act) for details regarding an employee's entitlement to annual leave (see sections 86-94 of the Act). Annual leave under the NES entitles employees (other than casuals) to 4 weeks of paid annual leave per year, which accrues progressively throughout the year of service according to the employee's ordinary hours of work and accumulates year to year.

Certain seven day shiftworkers who meet the definition of 'shiftworker' in clause 34.2 below are entitled to an extra week of annual leave.

For further information, see *Guidance Note - Annual Leave*.

Australian Industry Group publishes the [National Employment Standards Handbook](#), providing a comprehensive and practical guide on how these entitlements apply in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

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

Australian Industry Group annotation

Definition of shiftworker – 34.2

This clause defines who is a shiftworker for purposes of the NES entitlement to an extra week of annual leave (i.e. a 7 day shiftworker who is regularly rostered to work both Sundays and public holidays).

When considering the meaning of 'regularly rostered to work Sundays and public holidays', the Fair Work Commission has held that historically the intention of the phrase was to compensate employees who worked at least 34 Sundays and 6 public holidays in a year. However, this does not necessarily mean that in all circumstances a shiftworker that works less than 34 Sundays and 6 public holidays is not entitled to the additional week of annual leave. Surrounding circumstances could create a different conclusion in some situations.

Members who require assistance with determining whether an employee is a shiftworker for the purposes of this clause should contact the Australian Industry Group Workplace Advice Line on 1300 55 66 77.

34.2 Definition of shiftworker

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

Australian Industry Group annotation

Payment for annual leave – 34.3

The award requires annual leave to be paid at the amount the employee would have received had they been working for that period in respect of the ordinary hours of work, rather than the base rate of pay. However, the annual leave payment will not include the entitlements listed in clause 34.3(c).

In addition, the award provides for annual leave loading to be calculated on the employee's wages. Care should be taken where an employee may have been otherwise entitled to shift or weekend penalties, as those payments may be reflected in the calculation of the annual leave loading set out in clause 34.4.

For further information, see [Guidance Note - Annual Leave](#).

34.3 Payment for annual leave

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

- (a) Instead of the **base rate of pay** as referred to in section 90(1) of the [Act](#), an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to clause 34.3(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any over-award payment.
- (c) Subject to clause 34.4, the employee is not entitled to payments in respect of overtime, shift loading, weekend penalty rates, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

34.4 Annual leave loading

- (a) During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 34.3.
- (b) The loading must be as follows:
 - (i) **Day work**

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to **17.5%** of the wages prescribed in clause 34.3 or the relevant weekend penalty rates, whichever is the greater but not both.

- (ii) **Shiftwork**

An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to **17.5%** of the wages prescribed in clause 34.3 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

34.5 Conversion to hourly entitlement

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

34.6 Electronic funds transfer (EFT) payment of annual leave

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

34.7 Direction to take annual leave during shutdown

Australian Industry Group annotation

Direction to take annual leave during shutdown – 34.7

This clause allows an employer to shutdown either all of the enterprise, or only part of their enterprise and have some employees work through the shutdown period. For instance, while production employees may be required to take annual leave, maintenance employees may be required to work.

Under the award, an employer can direct an employee to take annual leave during a shutdown, provided 28 days' notice is given by the employer. The direction by the employer must be in writing and must be reasonable.

Effective 1 May 2023, the award was varied by the Fair Work Commission (FWC) such that the previous subclause '34.7 Annual close down' was replaced by '34.7 Direction to take annual leave during shutdown'.

The varied subclause:

- removes the ability for an employer to direct an employee to take unpaid leave if the employee does not have sufficient annual leave to cover the shutdown;
- allows an employee to take annual leave in advance during a shutdown by agreement with the employer;
- does not set out requirements relating to the frequency or length of shutdowns; and
- requires that any direction from an employer to take annual leave during a shutdown must be reasonable.

An important consequence of the FWC's decision to change the award is that if an employee does not have sufficient annual leave to cover a period of shutdown, the employer may need to either:

1. Seek agreement from the employee to use another form of paid or unpaid leave; or
2. Pay employees for the shutdown period even if the employees perform no work; or
3. Allow employees to work.

A practical way to prevent this is to manage annual leave balances to ensure that employees will have enough annual leave to cover the entire period of a future shutdown. Section 88(2) of the *Fair Work Act 2009* allows an employer to refuse an employee's request for annual leave if the refusal is reasonable. In the FWC's decision about the award clause (*4 yearly review of modern awards—Plain language—Shutdown provisions [2022] FWCFB 161*), the FWC expressed a view that it may be reasonable for an employer to refuse a request for annual leave if it would result in the employee having insufficient leave to cover a planned shutdown.

Employers are recommended to consider the impact of these changes on their business and seek individual advice if necessary. Members can call the Australian Industry Group Workplace Advice Line on 1300 55 66 77 for further assistance.

For additional information and guidance, Australian Industry Group publishes a [Managing Leave Handbook](#), providing a comprehensive and practical guide on the various forms of leave available to employees. For further information or to purchase this publication, visit the Australian Industry Group website or email publications@australianindustrygroup.com.au.

- (a) Clause 34.7 applies if an employer:
 - (i) intends to shut down all or part of its operation for a particular period for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned (**temporary shutdown period**); and
 - (ii) wishes to require affected employees to take paid annual leave during that period.
- (b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.
- (c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 34.7(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- (d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.
- (e) A direction by the employer under clause 34.7(d):
 - (i) must be in writing; and
 - (ii) must be reasonable.
- (f) The employee must take paid annual leave in accordance with a direction under clause 34.7(d).

- (g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 34.7(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.
- (h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 34.12.
- (i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 34.12, to which an entitlement has not been accrued, is to be taken into account.
- (j) Clauses 34.9 to 34.11 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 34.7.

Australian Industry Group annotation

Leave on termination – 34.8

Where an employee is entitled to payments of accrued, but untaken, annual leave upon termination of employment, the rate at which the leave must be paid should be the amount they would have earned had they stayed in employment for the ordinary hours worked, excluding any overtime payments for hours worked in excess of 38. Annual leave loading is payable upon termination.

34.8 Leave on termination

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

34.9 Excessive leave accruals: general provision

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

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 34.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- (c) Clause 34.10 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 34.11 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 34.9(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 34.10(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.9, 34.10 or 34.11 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 clause 34.10(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 34.10(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 34.10(d) may result in the direction ceasing to have effect. See clause 34.10(b).

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

34.11 Excessive leave accruals: request by employee for leave

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

- (b)** However, an employee may only give a notice to the employer under clause 34.11(a) if:
 - (i)** the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii)** the employee has not been given a direction under clause 34.9(a) that, when any other paid annual leave arrangements (whether made under clause 34.9, 34.10 or 34.11 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c)** A notice given by an employee under clause 34.11(a) must not:
 - (i)** if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.9, 34.10 or 34.11 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii)** provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii)** provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv)** be inconsistent with any leave arrangement agreed by the employer and employee.
- (d)** An employee is not entitled to request by a notice under clause 34.11(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.2) in any period of 12 months.
- (e)** The employer must grant paid annual leave requested by a notice under clause 34.11(a).

34.12 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 34.12 is set out at Schedule I–Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule I–Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 34.12 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 34.12, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

34.13 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 34.13.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 34.13.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 34.13 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 34.13 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 34.13 as an employee record.

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

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

NOTE 3: An example of the type of agreement required by clause 34.13 is set out at Schedule J–Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule J–Agreement to Cash Out Annual Leave.

35. Personal/carer’s leave and compassionate leave

Australian Industry Group annotation

Personal/carer’s leave and compassionate leave – 35

This clause refers employers to the National Employment Standards (NES) in the [Fair Work Act 2009](#) (sections 95 - 107) for details regarding an employee’s entitlement to personal/carer’s leave and compassionate leave.

Personal/carer’s leave

Personal/carer’s leave is leave taken:

- because the employee is not fit for work due to personal illness or injury; or
- to provide care or support for a member of the employee’s immediate family or household, who requires care and support due to:
 - o a personal illness or injury affecting the member; or
 - o an unexpected emergency affecting the member.

Under the NES, employees (other than casuals) are entitled to up to 10 days of paid personal/ carer’s leave per annum, payable at the base rate of pay for the employee’s ordinary hours of work. Personal/carer’s leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year. There is no limit on the number of days per year an employee can take for either personal or caring purposes. Employees who have exhausted their paid leave entitlement, and casual employees, are permitted to take up to 2 days unpaid carer’s leave per occasion. Notice and evidence requirements apply (see below).

Compassionate leave

Compassionate leave is taken when a member of the employee’s immediate family or household dies, or contracts a personal illness or injury that poses a serious threat to life. Employees are entitled to two days’ paid compassionate leave per occasion. The leave can be taken as one continuous period of two

days, two separate periods of one day each, or any separate periods to which the employer and employee agree.

Notice and evidence

An employee must give notice of the absence as soon as practicable, and the employer can require evidence that would 'satisfy a reasonable person' prior to authorising the leave.

Australian Industry Group publishes the [National Employment Standards Handbook](#), providing a comprehensive and practical guide on how these entitlements apply in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

35.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

Australian Industry Group annotation

Personal/carer's leave and compassionate leave – 35.2

This is an additional entitlement to the NES, allowing an employee under this award to retain their accrued personal/carer's leave where the employer has terminated their employment and re-engaged them within 6 months.

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

36. Parental leave and related entitlements

Australian Industry Group annotation

Parental leave and related entitlements – 36

This clause refers employers to the National Employment Standards (NES) in the *Fair Work Act 2009* (sections 70 – 85) for details of parental leave and related entitlements.

Parental leave entitlements in the NES changed significantly from 1 July 2023. The major changes include:

- Progressively increasing the number of days that can be taken as flexible unpaid parental leave from 1 July 2024 to 1 July 2026 to 130 days. The amount of parental leave that can be taken as flexible parental leave depends on when the child is born or placed for adoption:
 - before 1 July 2024 - up to 100 days

- o between 1 July 2024 and 30 June 2025 - up to 110 days
- o between 1 July 2025 and 30 June 2026 - up to 120 days
- o on or after 1 July 2026 - up to 130 days.
- Allowing pregnant employees to access flexible unpaid parental leave 6 weeks before the expected birth of the child.
- Allowing more flexibility about when unpaid parental leave starts and ends.
- Removing restrictions on employee couples taking concurrent leave and extending their period of unpaid parental leave.
- Allowing all employees to take parental leave at any time during the 24-month period after the birth of the child.

Australian Industry Group publishes the [National Employment Standards Handbook](#), providing a comprehensive and practical guide on how these entitlements apply in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

Parental leave and related entitlements are provided for in the [NES](#).

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

37. Community service leave

Australian Industry Group annotation

Community service leave – 37

This clause refers employers to the National Employment Standards (NES) in the *Fair Work Act 2009* (sections 108 - 112) for details of an employee's entitlement to community service leave. Under the NES, community service leave includes:

- paid jury service leave;
- unpaid jury service leave for casuals; and
- unpaid leave for employees who carry out a 'voluntary emergency management activity'.

The amount payable for jury service is reduced by any jury service pay that has been paid or is payable to the employee. The employee must provide evidence of such pay.

In some states and territories, legislation providing for more beneficial entitlements in relation to community service leave continues to apply. For example, some state and territory legislation provides for more generous entitlements to jury service pay or payment for undertaking a voluntary emergency management activity.

A voluntary emergency management activity involves dealing with an emergency or natural disaster. To be eligible for community service leave in these circumstances, the employee must be a member, or have a member-like association, with a 'recognised emergency management body' and a request must have been made for the employee's engagement in the activity, or it was reasonable to expect that a request would have been made if circumstances had permitted it. An employee who engages in a voluntary emergency management activity is entitled to be absent from work for the time when he or she engages in the activity plus for travelling and rest time, so long as the absence is reasonable in the circumstances.

Employees wishing to take community service leave must give notice to the employer of their absence as soon as is reasonably practicable and must provide evidence that would satisfy a reasonable person that the absence was due to the employee engaging in an eligible community service activity.

Australian Industry Group publishes the [National Employment Standards Handbook](#), providing a comprehensive and practical guide on how these entitlements apply in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

37.1 Community service leave is provided for in the NES.

Australian Industry Group annotation

Reimbursement for jury service – 37.2

This is a more generous entitlement than the NES. There is no cap to the amount of paid jury service an employee can access under the award and (rather than the base rate of pay) the payment is based on the amount the employee would have received in respect of ordinary hours the employee would have worked had the employee not been on jury service. This might include shift loading, for example.

37.2 Reimbursement for jury service

- (a) A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.
- (b) Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment must be made to the employee in accordance with clause 37.2(a).

38. Family and domestic violence leave

Australian Industry Group annotation

Family and domestic violence leave – 38

This clause refers employers to the [National Employment Standards \(NES\)](#) in the *Fair Work Act 2009* (the Act) (section 106A - 107) for details regarding an employee's entitlement to family and domestic violence (FDV) leave.

Under the NES, employees are entitled to up to 10 days of paid FDV leave per annum. An employee may take the leave if the employee is experiencing FDV and needs to do something to deal with the impact of the violence and it is impractical for the employee to do that thing outside their ordinary hours of work. The entitlement applies to all employees including casuals and part-time employees.

The NES defines family and domestic violence to mean:

Violent, threatening or other abusive behaviour by a close relative, a member of an employee's household, or a current or former intimate partner of an employee that:

- (a) seeks to coerce or control the employee; and*
- (b) causes the employee harm or to be fearful.*

The 10-day paid leave entitlement is available in full at the start of each 12-month period of the employee's employment and does not accumulate from year to year. The time that an employee is on paid FDV leave counts as 'service' under the Act.

Notice and evidence requirements are specified in section 107 of the Act.

Pay slip requirements

The *Fair Work Regulations* (the Regulations) contain special requirements relating to record keeping and pay slips for employees who take family and domestic violence leave.

The purpose of these requirements is to protect an employee who accesses family and domestic violence leave from further harm that may occur if it becomes known by the person harming them that they have accessed family and domestic violence leave.

The Regulations state that an employer must not disclose any of the following on an employee's pay slip:

1. a statement that an amount paid to an employee is a payment in respect of the employee's entitlement to paid family and domestic violence leave
2. a statement that a period of leave taken by the employee has been taken as a period of paid family and domestic violence leave
3. the balance of an employee's entitlement to paid family and domestic violence leave.

The Regulations also require that any amounts paid to an employee for family and domestic violence leave:

1. must not be reported on a pay slip as an amount paid to the employee for taking a period of leave; and
2. must instead be reported on the pay slip as an amount paid to the employee:
 1. for the performance of the employee's ordinary hours of work; or
 2. as another kind of payment made in relation to the performance of the employee's work, including (but not limited to) an allowance, bonus or a payment of overtime.

These requirements are intended to result in employers issuing employees with pay slips which reflect, as closely as possible, the pay slip that would have been issued had the employee not taken a period of paid family and domestic violence leave.

Need more information?

Australian Industry Group publishes the [National Employment Standards Handbook](#), providing a comprehensive and practical guide on how these entitlements apply in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

Members can also call the Australian Industry Group's Workplace Advice Line on 1300 55 66 77 for assistance.

Family and domestic violence leave is provided for in the [NES](#).

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

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

39. Absence from duty

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

40. Public holidays

Australian Industry Group annotation

Public holidays – 40

This clause refers employers to the National Employment Standards (NES) in the *Fair Work Act 2009* (sections 114 – 116) for details regarding an employee's entitlement to public holidays.

In summary, the public holiday provisions include a list of eight public holidays, plus any day, or part day, declared under state or territory law.

An employee is entitled to be absent on a public holiday and to be paid for any of the employee's ordinary working hours which fall on the holiday. This is subject to an employer's right to request that an employee work on a public holiday, if the request is reasonable and an employee's right to refuse a request if reasonable in the circumstances.

The award includes clauses ancillary to the NES public holiday provisions.

- 40.1 Public holidays are provided for in the [NES](#).
- 40.2 Where an employee works on a public holiday they will be paid in accordance with clauses 17.2(h), 33.1(b), 32.7, 33.2(j) and 56.3.
- 40.3 Clause 10.9 applies in relation to part-time employees and public holidays.

Australian Industry Group annotation

Substitution of certain public holidays by agreement at the enterprise – 40.4

In July 2019, the Fair Work Commission decided that clauses contained in some modern awards that allowed for the substitution of a public holiday by agreement between the employer and a majority of employees were contrary to the *Fair Work Act 2009*. As a consequence, this award was varied effective 4 October 2019. This clause now only allows for the substitution of public holidays by agreement between the employer and individual employees.

Agreement reached under this provision is subject to clause 7.2 which requires the agreement to be kept as a time and wages record.

40.4 Substitution of certain public holidays by agreement at the enterprise

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

Australian Industry Group annotation

Rostered day off falling on a public holiday – 40.5

This clause provides that where a public holiday falls on a full-time employee's non-working day (other than Saturday and Sunday) they are entitled to one of the following at the employer's choice:

- 7.6 hours of pay at the ordinary hourly rate; or
- 7.6 hours of extra annual leave; or
- a substitute day off on an alternative week day.

For example, where an employee works Monday to Thursday, 9.5 ordinary hours per day, and a public holiday falls on a Friday, the employee would be entitled to the additional entitlement referred to above.

Where time is accrued towards a rostered day off as part of an averaging system that involves employees working more than 38 hours some weeks and less than 38 hours in other weeks, such accrued time should not be taken on a public holiday. For example, where employees work an 8 hour day with one day off in the 4 week cycle, that day off should not be taken on a public holiday.

Members who require assistance with regards to public holidays should contact the Australian Industry Group's Workplace Advice Line on 1300 55 66 77.

40.5 Rostered day off falling on public holiday

- (a) Except as provided for in clauses 40.5(b) and (c) and except where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
 - (i) 7.6 hours of pay at the ordinary hourly rate; or
 - (ii) 7.6 hours of extra annual leave; or
 - (iii) a substitute day off on an alternative week day.
- (b) Where an employee has credited time accumulated pursuant to clause 27.5, then such credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time accumulated pursuant to clause 27.5 as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d) Clauses 40.5(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 40.5(a) applies to such days off.
- (e) If a public holiday is a part-day public holiday, then clause 40.5 applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

Part 7–Workplace Delegates, Consultation and Dispute Resolution

40A. Workplace delegates' rights

Australian Industry Group annotation

Workplace delegates' rights – 40A

The *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* introduced workplace delegates' rights to the *Fair Work Act 2009*. This gives union delegates' the right to represent the interests of union members (and potential members) to reasonably communicate with employees and access workplace facilities. Employers (except for small business employers) must give delegates access to paid time to participate in delegate training.

The amendments also required that all modern awards include a delegates' rights term to provide additional detail about the new legislative rights from 1 July 2024. Importantly, section 350C(4) of the *Fair Work Act* states that if an employer complies with the delegates' rights term in the applicable award, the employer is taken to have provided the workplace delegate with the rights required by the legislation.

The award adopts the definition of 'workplace delegate' from section 350C of the *Fair Work Act*, which states:

A workplace delegate is a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.

The term creates an obligation on delegates to notify an employer in writing that they have been appointed before exercising any delegates' rights, and to provide evidence of the appointment if requested by the employer.

The term provides additional particulars on workplace delegates' entitlements to:

- reasonable communication with members or potential members of the union
- reasonable access to the workplace and workplace facilities
- reasonable access to paid training time (unless the employer is a small business employer)
 - o paid training time capped at up to 5 days for 1 workplace delegate per 50 employees
 - o note that in this award, clause 44 - Dispute resolution procedure training leave continues to apply, and can provide greater entitlements to paid training

What is meant by 'reasonable' exercise of delegates' rights is not directly addressed by the term. Instead, the term provides limitations on the exercise of delegates' rights terms by requiring a workplace delegate, while exercising their entitlements, to:

- comply with their duties and obligations as an employee
- comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources
- not hinder, obstruct or prevent the normal performance of work
- not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association, including as to whether they agree (or not) to the workplace delegate representing them in relation to their industrial interests.

The Fair Work Commission will review the delegates' rights term after 12 months to deal with any issues which arise with respect to its operation, generally or in relation to individual modern awards.

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

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

40A.2 In clause 40A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

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

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

40A.5 Right of representation

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

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

40A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 40A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

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

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and

- (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 40A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

40A.8 Entitlement to reasonable access to training

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether

the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

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

40A.9 Exercise of entitlements under clause 40A

- (a) A workplace delegate's entitlements under clause 40A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 40A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 40A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 40A.

40A.10 Interaction with other clauses of this award

Other clauses of this award may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this award is more favourable to the delegate than an entitlement under clause 40A, the entitlement under the other clause applies instead of the entitlement under clause 40A.

41. Consultation about major workplace change

Australian Industry Group annotation

Consultation about major workplace change – 41

The award requires employers to notify and discuss with employees (and their representatives, if any) major changes which the employer has made a definite decision to introduce and which are likely to have significant effects on employees, such as redundancies, restructuring of jobs and changes to working hours (clauses 41 and 42).

The written notice must provide detail about the changes and the likely impact on employees. However, in doing so, an employer is not required to disclose confidential information (clause 41.3). 'Confidential information' is not defined other than that it is information disclosure of which 'would be contrary to the employer's interests'. There are specific consultation requirements that must be met where there are proposed changes to rosters or hours of work (clause 42).

Section 530 of the *Fair Work Act 2009* (the Act) also has provisions requiring employers planning to dismiss 15 or more employees due to economic, technological, structural or similar reasons to give written notice to Centrelink as soon as possible after making the decision, and prior to dismissing any of the employees.

Section 531 of the Act requires employers in the above circumstances to also notify any union that has affected members in the workplace, of the proposed dismissals, the reasons for them, the number and categories of employees likely to be affected and the timing of the dismissals. Further, employers are obliged to give the relevant unions the opportunity to consult regarding measures to avert, minimise or mitigate the adverse impact of the proposed redundancies. The Fair Work Commission is empowered to make orders 'it considers appropriate' to place employees and unions in the same position as if the employer had complied with section 531.

Section 83 of the Act also requires that employees on parental leave be informed and consulted about any decision that would have a significant effect on the status, pay or location of their pre-parental leave position.

Australian Industry Group's [Redundancy Management Handbook](#) will assist employers to approach redundancy management with confidence and sets out practical advice on the steps which employers need to take before making any employee redundant. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

- 41.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 41.2** For the purposes of the discussion under clause 41.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 41.3** Clause 41.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 41.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 41.1(b).
- 41.5** In clause 41 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.

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

42. Consultation about changes to rosters or hours of work

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

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

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

- (a)** provide to the employees and representatives mentioned in clause 42.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b)** invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

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

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

43. Dispute resolution

Australian Industry Group annotation

Dispute resolution – 43

This clause provides a process for resolving disputes relating to:

- matters arising under this award, and
- the National Employment Standards (NES)

Under clause 43.4 disputes may be referred to the Fair Work Commission (FWC). The FWC can attempt to resolve the dispute, for example by conducting a conciliation or mediation. The award clause does not give the FWC jurisdiction to arbitrate a dispute unless all parties consent.

Certain entitlements under the NES contain a separate dispute resolution processes that allows the FWC to arbitrate without consent from the parties. The relevant NES provisions relate to disputes about:

- Requests for flexible working arrangements (s 65C)
- Extending a period of unpaid parental leave (s 76C)
- Casual conversion (s 66M) - from 26 August 2024.

An employer may appoint a person or organisation (such as Australian Industry Group) to represent them in a dispute and an employee may appoint a person or union as their representative. Work must continue in accordance with the award and the *Fair Work Act 2009* and the 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 (clause 43.8).

Members faced with a dispute are urged to contact the Australian Industry Group's Workplace Advice Line on 1300 55 66 77 for advice or for referral to Australian Industry Group Legal.

- 43.1** Clause 43 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 43.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 43.3** If the dispute is not resolved through discussion as mentioned in clause 43.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 43.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 43.2 and 43.3, a party to the dispute may refer it to the Fair Work Commission.
- 43.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 43.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 43.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 43.

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

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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

NOTE 1: In addition to clause 43, the [Act](#) contains dispute resolution procedures as follows:

For a dispute about rights under the Act to	Section
Request flexible working arrangements	65B
Change casual employment status	66M
Request an extension to unpaid parental leave	76B
Exercise an employee's right to disconnect	333N

44. Dispute resolution procedure training leave

Australian Industry Group annotation

Dispute resolution procedure training leave – 44

This clause must be read in conjunction with clause 40A - Workplace delegates' rights, which provides additional entitlements to union delegates.

This clause provides an 'eligible employee representative' with up to a total of 5 days paid leave, during their tenure as a representative, to attend courses which will aid the employee's knowledge of, and dealings with, the dispute resolution procedure outlined in clause 43. The 5 days are not an annual entitlement.

This entitlement is subject to several provisos, including, but not limited to:

- The employee representative must give the employer 6 weeks' notice of their intention to take leave setting out details of the type, content and duration of the course;
- The time of taking leave shall be arranged to minimise adverse effects on the business;
- Limits apply to the number of employee representatives who are eligible for leave each year (clause 44.7).

- 44.1** Subject to clauses 44.7, 44.8 and 44.9, an eligible employee representative is entitled to, and the employer must grant, up to 5 days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the [Act](#), or with any relevant agreement which provides it is to be read in conjunction with this award.
- 44.2** An eligible employee representative must give the employer 6 weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 44.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 44.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 44.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 44.6** Leave of absence granted pursuant to clause 44 counts as service for all purposes of this award.
- 44.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an **eligible employee representative** is an employee:
- (a)** who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and

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

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

- 44.8** Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 44.9** For the purpose of applying the quota table, **employees employed by the employer in an enterprise or workplace** are full-time and part-time employees, and casual employees with 6 months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 43—Dispute resolution applies.

Part 8–Termination of Employment and Redundancy

45. Termination of employment

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

Australian Industry Group annotation

Termination of employment – 45

This clause refers employers to the National Employment Standards (NES) in the *Fair Work Act 2009* (sections 117 and 123) to ascertain various obligations when terminating the employment of an employee.

The NES makes it an offence for an employer to terminate an employee's employment without giving the employee written notice of the day of the termination. Under the NES, an employer is obligated to provide a minimum amount of notice of termination, or payment in lieu, as follows:

Length of employment	Period of notice
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks
If employee is over 45 and has at least 2 years of continuous service	An additional week

There are however a number of types of employees who are not entitled to notice of termination, including casuals, those employed for a specified period of time, for a specified task or for the duration of a specified season, certain trainees (excluding apprentices), daily hire employees in the building and construction or meat industries, and those dismissed for serious misconduct.

Under the NES, payments in lieu of notice are to be paid at the 'full rate of pay' (which includes incentive based payments and bonuses, loadings, monetary allowances, overtime or penalty rates, and other separately identifiable amounts) for the hours the employee would have worked had the employment continued until the end of the notice period.

Members who are considering terminating the employment of an employee, particularly in circumstances of alleged serious misconduct, are urged to contact the Australian Industry Group's Workplace Advice Line on 1300 55 66 77 for advice.

Australian Industry Group also publishes the [Managing Termination of Employment Handbook](#) which provides guidelines for developing a disciplinary policy and sample disciplinary procedures, plus guidance for conducting disciplinary interviews and sample documentation. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

Australian Industry Group annotation

Notice of termination by an employee – 45.1

Employees are required to provide employers with notice of termination equal to the notice required from the employer, based on years of completed service. The exception to this is that an employee over the age of 45 with two years continuous service is not required to match the additional week of notice they would receive from an employer terminating their employment.

The clause states that if an employee fails to give the required period of notice, the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages. Previously, the award provided that employers were able to withhold the complete period of notice not given by an employee. Effective 2 May 2022, the award was varied to limit to one week the amount an employer may deduct for notice not given and to specify that employers can 'deduct from wages due', rather than the previous phrasing of 'deduct from any monies due'. The amended subclause also provides that the employee must be over 18, and the deduction cannot be unreasonable in the circumstances.

45.1 Notice of termination by an employee

- (a) Clause 45.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1–Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1–Period of notice

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

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

- (c) In clause 45.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 45.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 45.1(b), then no deduction can be made under clause 45.1(d).
- (f) Any deduction made under clause 45.1(d) must not be unreasonable in the circumstances.

45.2 Job search entitlement

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

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

46. Redundancy

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

Australian Industry Group annotation

Redundancy – 46

This clause refers employers to the National Employment Standards (NES) in the *Fair Work Act 2009* (sections 119 - 123) for details regarding the employer's obligations to pay redundancy pay.

The NES do not require small business employers to pay redundancy pay. A 'small business employer' is defined by section 23 of the *Act* as one that, at the time of the termination, employs less than 15 employees. This is determined by a headcount of all employees including the employee(s) to be terminated, casuals whose employment is regular and systematic, working directors, and employees of associated entities.

Employers need to take care when selecting persons for redundancy to avoid unfair dismissal and discrimination claims. Redundancy selection criteria need to be fair, objective and non-discriminatory.

A 'genuine redundancy' is excluded from the unfair dismissal laws, but the exclusion only applies where:

- The employer no longer requires the employee's job to be performed because of changes in the operational requirements of the business;
- The employer has complied with the consultation obligations in the relevant award and enterprise agreement (if any);
- It would not have been reasonable to redeploy the person with the employer's enterprise or an associated entity.

When making an employee redundant, if the business is not a 'small business employer', the NES requires that the employer pay redundancy pay depending on the employee's length of service as follows:

Length of employment	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

Importantly, there are some types of employees who are not entitled to redundancy pay under the NES, including: employees with a period of continuous service of less than 12 months, employees of small business employers (see above), casuals, employees employed for a specified period of time, for a specified task or for the duration of a specified season, certain trainees, apprentices and employees dismissed for serious misconduct.

Employers faced with a situation which may give rise to redundancy, should contact the Australian Industry Group's Workplace Advice Line on 1300 55 66 77 for advice.

Australian Industry Group's [Redundancy Management Handbook](#) will assist employers to approach redundancy management with confidence and sets out practical advice on the steps which employers need to take before making any employee redundant.

46.1 Transfer to lower paid duties on redundancy

- (a) Clause 46.1 applies if, because of redundancy, the employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 46.1(c).
- (c) If the employer acts as mentioned in clause 46.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

46.2 Employee leaving during redundancy notice period

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

- (b) The employee is entitled to receive the benefits and payments they would have received under clause 46 or sections 119-123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

46.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day for each week of the minimum period of the notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 46.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 46.3(b).
- (d) An employee who fails to produce proof when required under 46.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 45.2 and 45.3.

Australian Industry Group annotation

Furnishing employees of small business employers – 46.4

Prior to 2 May 2022, this clause referred to employees of small employers covered under the pre-modern *Furnishing Industry National Award 2003*. Effective 2 May 2022, the award was varied to clarify that the small business redundancy scheme in the award will apply to a 'furnishing employee of a small business employer'. An employee is a 'furnishing employee of a small business employer' if the employer employs less than 15 employees and the principal purpose of the employee's employment is set out in the categories listed in the revised clause.

46.4 Furnishing employees of small business employers

- (a) Clause 46.4 applies to a furnishing employee of a small business employer except for:
 - (i) an employee who is excluded from redundancy pay under the [NES](#) by sections 121(1)(a), 123(1), 123(4)(a) or 123(4)(d) of the [Act](#); or
 - (ii) an employee who is entitled to redundancy pay under the [NES](#) by section 121(4) of the [Act](#).

- (b) In clause 46.4(a) an employee is a **furnishing employee of a small business employer** if:
- (iii) immediately before the time the employee's employment is terminated, or at the time when the employee is given notice of termination as described in section 117(1) of the [Act](#) (whichever happens first), the employer is a small business employer as defined by section 23 of the [Act](#); and
 - (iv) the principal purpose of the employee's employment is manufacturing, repairing, installing or (in the case of musical instruments) tuning or servicing any of the following items:
 - furniture (except where made of wood or timber, manufactured wood or timber products);
 - clock cases (except where made of wood or timber, manufactured wood or timber products);
 - optical instruments, but not including spectacle lenses or frames;
 - lamp shades;
 - furnishings made from cane, bamboo and other like materials;
 - upholstery, furnishing drapery, blinds, screens, awnings, mattresses and bedding made from other than wood;
 - flooring products made from other than wood;
 - frames (picture or mirrors) made from other than wood;
 - musical instruments made from other than wood.
- (c) Subject to clauses 46.4(f) and 46.4(g), an employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
- (i) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (ii) because of the insolvency or bankruptcy of the employer.
- (d) The amount of the redundancy pay in clause 46.4(c) equals the total amount payable to the employee for the redundancy pay period specified in column 2 of **Table 2–Redundancy pay period** according to the period of continuous service of the employee specified in column 1, worked out at the employee's base rate of pay for his or her ordinary hours of work.

Table 2–Redundancy pay period

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

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

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

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

(g) The terms of section 122 of the [Act](#) apply as if section 122 referred to ‘clause 46.4’ rather than ‘this Subdivision’ and to ‘clause 46.4(c)’ rather than ‘section 119’.

NOTE: Under section 122 of the [Act](#) transfer of employment situations can affect the obligation to pay redundancy pay under the [NES](#) and the Fair Work Commission can make orders affecting redundancy pay. Clause 46.4(g) applies these arrangements also to redundancy pay under clause 46.4(d).

Part 9–Vehicle manufacturing employees

47. Coverage of Part 9 of this award

Australian Industry Group annotation

Coverage of Part 9 of this award – 47

Coverage of this part of the award is explained in the annotations for clause 4 under the heading 'Coverage of manufacturers of motor vehicles and/or components'.

Part 9 of this award only applies to vehicle manufacturing employees covered by clause 4.8(a)(xi).

48. Casual loading for vehicle manufacturing employees in the technical field

Australian Industry Group annotation

Casual loading for vehicle manufacturing employees in the technical field – 48

Casual employees are not usually entitled to annual leave, however, casual vehicle manufacturing employees employed in the technical field may be paid a casual loading of 17.5% and receive pro-rata annual leave and leave loading instead of receiving a casual loading of 25%. An employer must discuss which entitlement will apply on engagement of a casual employee.

The casual loading for vehicle manufacturing employees in the technical field is not an all-purpose loading.

The technical field is defined in clause 2.

Casual vehicle manufacturing employees that **are not** in the technical field must be paid the 25% loading set out in clause 11.

- 48.1** Employees engaged in the technical field are entitled to a casual loading of **17.5%** and, in addition, are entitled to annual leave and annual leave loading on a pro rata basis, provided that a casual loading of **25%** may apply instead of these entitlements.

- 48.2** An employer must on engagement settle with the employee whether the alternative entitlement of a casual loading of **25%** will apply to the employee and record this decision. Any change to the original entitlement should only be by mutual agreement and placed on the employee's record.
- 49. Payment of fees for vehicle manufacturing trainees**
- 49.1** A trainee who attends in any one year not less than **80%** of the maximum possible attendances of the approved course at the training institution at which they are pursuing a course of study, and passes the annual examinations in that year, or if there is no examination, receives a satisfactory report, will be reimbursed by the employer all fees paid by the employee for that course during that year. In the case of a trainee who complies with the foregoing requirement for attendances and who passes or receives a satisfactory report in a proportion of the subjects taken by the employee in any year, the employer will reimburse a like proportion of fees.
- 49.2** The employer will not, however, be required to reimburse fees or a proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course.
- 49.3** Provided that, where a trainee is in the employ of more than one employer in any school year, then the last such employer will be liable only for the payment of fees pro rata to the period of employment with that employer.
- 50. Ordinary hours of work—shiftworkers—vehicle manufacturing employees**

Australian Industry Group annotation

Ordinary hours of work—continuous work shifts—vehicle manufacturing employees – 50.1

'Continuous shiftwork', for vehicle manufacturing employees, means work on consecutive shifts over 24 hours on at least five consecutive days of the week. This differs from the definition of continuous shiftwork for other employees (see clause 17.3(b)).

Employers and employees may reach agreement to change the operation of some provisions of the clause, such as daily maximum hours and periods of averaging for ordinary hours. These agreements must be kept by the employer as a time and wages record in accordance with clause 7.4.

Each shift is inclusive of a 20 minute crib break for continuous shiftworkers, which is paid as time worked.

For further information, see [Guidance Note - Hours of Work - Shiftworkers \(Vehicle Manufacturing\)](#).

50.1 Ordinary hours of work—continuous work shifts—vehicle manufacturing employees

- (a) For the purposes of clause 50 and clause 56.1, **continuous work** means work carried out on consecutive shifts throughout the 24 hours of each of at least 5 consecutive days without interruption except during breakdowns or meal breaks (if any).
- (b) An employee working on continuous work shifts will work up to 6 shifts per week, as may be required.
- (c) The ordinary hours of shiftworkers on continuous work will average 38 per week, inclusive of crib time, and will not exceed 152 hours in 28 consecutive days. Where the employer and the majority of employees agree, a roster system may operate on the basis that the weekly average of 38 hours is achieved over a period which exceeds 28 consecutive days.
- (d) Subject to clause 50.1(e), continuous shiftworkers will work such times as the employer may require.
- (e) A shift will consist of not more than 10 hours, inclusive of crib time. Provided that:
 - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned;
 - (ii) except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours;
 - (iii) 20 minutes will be allowed to shiftworkers each shift for crib which will be counted as time worked; and
 - (iv) the ordinary hours will be worked continuously except for meal breaks.

Australian Industry Group annotation

Ordinary hours of work—other than continuous work shifts—vehicle manufacturing employees – 50.2

Where agreement is reached to change the rostering system to average ordinary hours over a period exceeding 28 days, such agreement must be kept by the employer as a time and wages record in accordance with clause 7.4.

For further information, see [Guidance Note - Hours of Work - Shiftworkers \(Vehicle Manufacturing\)](#).

50.2 Ordinary hours of work—other than continuous work shifts—vehicle manufacturing employees

- (a) Clause 50.2 applies to shiftworkers not on continuous work as defined in clause 50.1(a).
- (b) Subject to clause 50.2(e), the ordinary hours of work will be an average of 38 per week but not exceeding 152 days within a period not exceeding 28 consecutive days.
- (c) Provided that where the employer and the majority of employees agree a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
- (d) The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than 5 hours without a break for a meal.
- (e) Except at regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours provided that:
 - (i) the ordinary hours of work prescribed above will not exceed 10 hours on any day; and
 - (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work station or sections concerned.

51. Meal break—vehicle manufacturing employees in the technical field

In respect of vehicle manufacturing employees engaged in the technical field, the meal break in clause 18.1 must be not less than 30 minutes or more than one hour and must be between the hours of 11.30 am and 2.00 pm Monday to Friday for day workers. The time will be as agreed between the employer and the majority of employees.

52. Tea breaks—Vehicle manufacturing employees

52.1 Employees other than those in the technical field

In addition to a meal break, an employer may provide to an employee either a morning or afternoon tea break not exceeding 15 minutes. Where a break is unpaid it must not exceed 15 minutes duration. Where both a morning and an afternoon tea break are provided on the same day or shift, at least one of these breaks must be paid.

52.2 Morning and afternoon tea—technical field employees

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

53. Junior tracers in the technical field—vehicle manufacturing employees

53.1 The following minimum rates apply to junior tracers in vehicle manufacturing in the technical field:

Age	% of V3 rate
Under 17 years of age	54
17 years of age	59
18 years of age	67
19 years of age	76
20 years of age	83

54. Allowances and related matters—vehicle manufacturing employees

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

Australian Industry Group annotation

Tool allowance—Tradesperson and apprentices in vehicle manufacturing – 54.1

Unlike the tool allowance in clause 30, the tool allowance in this clause of the award is not an all-purpose allowance, so it is not included in the ordinary hourly rate for the purpose of calculating overtime, shift penalties or other penalty rates.

54.1 Tool allowance—Tradespersons and apprentices in vehicle manufacturing (Operative date: First full pay period on or after 1 July 2025)

- (a) A tradesperson required by his/her employer to provide his/her own hand tools will be paid a tool allowance of **\$17.92** per week.

- (b) Apprentices and adult apprentices will be paid the following weekly tool allowance where they are required by their employer to provide their own tools:

Year of apprenticeship	\$
Level 1 or 1st year	7.58
Level 2 or 2nd year	9.81
Level 3 or 3rd year	13.48
Level 4 or 4th year	15.83

- (c) Notwithstanding anything elsewhere contained in this award, such tool allowance will not be subject to overtime, shift premium or other penalty additions or annual leave loading.

54.2 Inspector's allowance

(Operative date: First full pay period on or after 1 July 2025)

Inspectors will be paid **\$43.60** per week in excess of the rate payable to the employee whose work an inspector is required to inspect.

54.3 Carpenters' allowance

(Operative date: First full pay period on or after 1 July 2025)

A carpenters' allowance of **\$0.35** per hour is payable to a carpenter engaged on large structural alterations to buildings, whether external or internal.

54.4 Goggles

- (a) The employer will reimburse the employee for the cost of purchasing goggles where the employee is required to wear suitable mica or other goggles when using an emery wheel or rotary wire brushes.
- (b) Clause 54.4(a) does not apply where protective equipment is fitted to a machine or where the goggles are supplied to the employee at the employer's expense.
- (c) Where such goggles are supplied without cost to the employee, they will remain the property of the employer.

54.5 Glass or slag wool

(Operative date: First full pay period on or after 1 July 2025)

An allowance of **\$1.04** per hour is payable to an employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise.

54.6 Handling garbage*(Operative date: First full pay period on or after 1 July 2025)*

An allowance of **\$0.80** per hour is payable to an employee employed as a driver or driver's assistant on a vehicle handling garbage. An employee who receives this allowance is not entitled to the Dirty Work special rate in clause 30.4(g) at the same time.

54.7 Boiler house employees*(Operative date: First full pay period on or after 1 July 2025)*

An allowance of **\$1.63** per hour is payable to an employee engaged in a boiler house inside the gas or water space of any boiler, flue or economiser in cleaning or scraping work. This allowance shall not be payable where, by agreement between the employer and employee, the employer provides the employee with overalls that are acceptable to the employee.

54.8 Fork-lift or cranes allowance*(Operative date: First full pay period on or after 1 July 2025)*

Where 2 or more fork-lifts or cranes are engaged in any one lift the drivers thereof will be paid an allowance of **\$3.10** for each day so occupied.

55. Accident pay—Vehicle manufacturing employees**Australian Industry Group annotation****Accident pay—Vehicle manufacturing employees – 55**

Accident pay is a payment made to an employee by their employer in addition to any weekly amount of workers' compensation payment. This payment makes up the difference between their workers' compensation payments and the amount they would have been paid had they been on personal/carer's leave (clause 55.1(a)).

Under the NES, personal/carer's leave is paid at an employee's base rate of pay, i.e. excluding overtime, allowances, and penalty rates.

55.1 Definitions

For the purpose of clause 55, the following definitions will apply.

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of injury (not including over award payments).

- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

55.2 Entitlement to accident pay

- (a) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation.
- (b) An employee will only be entitled to payment under clause 55.2 while the employee remains in employment of the employer. However, an employer must not terminate the employment of the employee to avoid any payment under clause 55.2.

55.3 Notice of injury

When an employee receives an injury for which the employee claims to be entitled to payment under clause 55.3, the employee shall give notice in writing of the injury to the employer as soon as reasonably practicable after receiving the injury. Notice can be given by a representative of the employee.

55.4 Maximum period

The maximum period or aggregate of periods of accident pay to be made by an employer shall be 26 weeks for any one injury. The 26 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury.

55.5 Pro rata payments

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

55.6 Return to work

If an employee entitled to accident pay under clause 55 returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

55.7 When not entitled to payment

- (a) An employee will not be entitled to any payment under clause 55 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (b) An employee will not be entitled to any payment under clause 55 in respect of any injury during the first 5 normal working days of incapacity.

- (c) An employee will not be entitled to any payment under clause 55 for any incapacity occurring during the first 3 weeks of employment, unless such incapacity continues beyond the first 3 weeks of employment. If the incapacity continues beyond the first 3 weeks of employment then the provisions of clause 55 will apply to the period of incapacity after the first 3 weeks.
- (d) An employee will not be entitled to any payment under clause 55 for industrial diseases contracted by gradual process, or injuries subject to recurrence, aggravation or acceleration unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

55.8 Medical examination

- (a) In order to receive accident pay an employee shall conform to the requirements of the applicable workers' compensation legislation relating to medical examination.
- (b) **If:**
 - (i) a medical referee gives a certificate in accordance with the applicable workers' compensation legislation as to the condition of the employee and fitness for work, or specifies work for which the employee is fit; and
 - (ii) this work is made available by the employer; and
 - (iii) the employee refuses the work or fails to commence the work;

the provisions of clause 55 will cease to apply to the employee from the date of refusal or failure to commence the work.

55.9 Redemptions

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

55.10 Damages independent of 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 clause 55 and the employee will not be entitled to any further accident pay thereafter.

55.11 When payments cease

All rights to payment under clause 55 will cease on the death of an employee.

55.12 Changes to rates in workers' compensation legislation

The amount of accident pay payable under clause 55 shall not increase in the event that there are any changes to compensation rates under the applicable workers' compensation legislation.

55.13 Engagement of employee

Upon commencement of employment, an employee may be required to declare all workers' compensation claims made in the previous 5 years. In the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit entitlement to payment under clause 55.

55.14 Casual employees

For a casual employee the weekly payment referred to in clause 55.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

55.15 No obligation to take out insurance

Nothing in clause 55 requires an employer to insure against liability for the payment of benefits under clause 55.

56. Shiftwork and rates—vehicle manufacturing employees

Australian Industry Group annotation

Penalty rates for shiftworkers – 56.1

The provisions of clause 56.1(b)(i) are intended to compensate the employees who work on an afternoon or night shift (other than a continuous work shift) which continues only for a very short period.

For further information, see [Guidance Note - Hours of Work - Shiftworkers \(Vehicle Manufacturing\)](#).

56.1 Penalty rates for shiftworkers—weekday and Saturday shifts

- (a) For the purposes of this section:
- (i) **afternoon shift** means a shift commencing not later than 6.00 pm on any day.
 - (ii) **night shift** means a shift commencing at any time after 6.00 pm on any day.

- (b) An employee who works an afternoon or night shift (other than a continuous work shift):
- (i) which does not continue for 5 successive working afternoons or nights or more in a 5 day workshop or 6 successive afternoons or nights or more in a 6 day workshop or for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 50.1(c) and 50.1(e)(iv) will be paid at the rate of **150% of the minimum hourly rate**; or
 - (ii) which has been in operation for 5 successive afternoons or nights or more in a 5 day workshop or 6 successive afternoons or nights or more in a 6 day workshop will be paid the following amounts:

Shift (other than continuous)	% of minimum hourly rate
Night shift only	130
Alternating night and afternoon shifts	118
Alternating day and night shifts—rate for the night shift	112.5
Afternoon shift only	118
Alternating day and afternoon shifts—rate for the afternoon shift	112.5
Alternating day, afternoon and night shifts—rate for the afternoon and night shift	112.5

- (c) The extra rates prescribed above will be payable only when shifts are changed once in every 3 weeks or shift cycle agreed pursuant to clause 50.1(b) or clause 50.1(a), otherwise the extra rates prescribed for night shifts and afternoon shifts will apply.
- (d) An employee working continuous work shifts will whilst on an afternoon or night shift be paid at the rate of **112.5% of the minimum hourly rate**.
- (e) The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on a Saturday will be **125% of the minimum hourly rate**. This rate will be in substitution for and not cumulative upon the shift premiums prescribed in clauses 56.1(c) and 56.1(d).

56.2 Penalty rates for shiftworkers—Sunday shifts

- (a) Where an employee works an afternoon or night shift on a Sunday, the work done will be paid for at the rate of **200%** of the minimum hourly rate.

- (b) A shift commencing before 10.45 pm on a Sunday will be regarded as a Sunday shift and all work done during that shift will be paid for at the rate of **200%** of the minimum hourly rate.
- (c) A shift commencing at 10.45 pm or between 10.45 pm and midnight on a Sunday will not be regarded as a Sunday shift and work done during that shift will not entitle an employee to the Sunday rate.
- (d) A shift commencing before midnight on the day preceding a Sunday and extending into the Sunday will be regarded as Sunday shift and all work done during that shift will be paid for at the rate of **200%** of the minimum hourly rate.

56.3 Penalty rates for shiftworkers—public holiday shifts

- (a) An employee who works an afternoon or night shift on a public holiday will be paid for that work at the rate of **250%** of the minimum hourly rate.
- (b) A shift commencing before 10.45 pm on a public holiday will be regarded as a public holiday shift and all work done during that shift will be paid for at the rate of **250%** of the minimum hourly rate.
- (c) Except as provided in clause 56.3(e) a shift commencing at 10.45 pm or between 10.45 pm and midnight on a public holiday will not be regarded as a public holiday shift and work done during that shift will not entitle an employee to the public holiday rate.
- (d) Except as provided in clause 56.3(e) a shift commencing before midnight on the day preceding a public holiday and extending into the public holiday will be regarded as a public holiday shift and all work done during that shift will be paid for at the rate of **250%** of the minimum hourly rate.
- (e) Notwithstanding clauses 56.3(c) and 56.3(d) where an employee is rostered for a shift which terminates on a public holiday and a shift which commences on the same public holiday, one shift only will be regarded as the public holiday shift and such shift will be the one, the major portion of which falls on the public holiday.
- (f) For the purpose of clause 56.3 public holiday means a day or part-day provided for in clause 40—Public holidays.

56.4 Payments stand alone

Payments prescribed by clause 56 will stand alone and will not be included for any other purposes of this award.

57. Overtime—vehicle manufacturing employees

Australian Industry Group annotation

Overtime—vehicle manufacturing employees – 57

This clause needs to be read in conjunction with applicable provisions in clause 32 - Overtime. The clauses that apply are 32.1 to 32.7, 32.9, 32.10, 32.14 and 32.15.

The following clauses in part 9 apply instead of the corresponding clauses in parts 4 and 5:

Clause 57.1 - Time off applies instead of overtime applies instead of clause 32.8.

Clause 57.2 - Overtime crib breaks applies instead of clause 32.11.

Clause 57.3 - Crib breaks - Sundays and public holidays applies as an additional clause.

Clause 57.4 - Meal allowance applies instead of clause 30.3(c)(i).

Clause 57.5 - Minimum break between shifts applies instead of clause 32.12.

Clause 57.6 - Call backs applies instead of clause 32.13.

57.1 Time off instead of payment for overtime

- (a) Time off instead of payment for overtime may be provided if an employee so elects and is agreed to by the employer.
- (b) Time off instead of payment for overtime must be taken at a mutually convenient time within 4 weeks of the overtime being worked. However, an employee with the agreement of the employer may elect to bank up to 8 hours of time off instead of overtime to be taken no later than 8 weeks after the overtime was worked.
- (c) Any agreement reached in accordance with clause 57.1 should be placed in writing and recorded with the employee's wage records and for file. Any hours banked and cleared in accordance with clause 57.1 must be recorded in the employees wage records.
- (d) Time off instead of payment for overtime must equate to the overtime rate i.e. if the employee works one hour overtime and elects to claim time off instead of payment the time off would be equal to time and a half.
- (e) Provided that where an employee's employment is terminated or the employee resigns or the entitlement has not been taken, the entitlement will be paid out at the rate at which it was accrued.

- (f) Clause 57.1 will not apply when the time is worked:
 - (i) by arrangement between the employees themselves;
 - (ii) for the purpose of effecting the customary rotation of shifts; or
 - (iii) in accordance with clause 17.7—Make up time in this award.

57.2 Overtime crib breaks

- (a) An employee required to work overtime for more than 1.5 hours after working ordinary hours will be allowed a crib break of 20 minutes before starting such overtime. The crib break will be paid at the minimum hourly rate.
- (b) An employee required to work overtime will be allowed a crib break of 20 minutes without deduction of pay after each 4 hours of overtime worked provided work continues after the crib break.
- (c) Where a day worker is required to work overtime on a Saturday, the first prescribed crib break if occurring between 10.00 am and 1.00 pm will be paid at the minimum hourly rate.
- (d) An employer and employee may agree to any variation of clause 57.2 to meet the circumstances of the work in hand, provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (e) Clause 57.2 will not apply to an employee working overtime on a Sunday or public holiday unless the employee is rostered to work any of their ordinary hours on that day

57.3 Crib breaks—Sundays and public holidays

- (a) An employee working on a Sunday or a public holiday for more than 9.5 hours will at the end of 8 hours be allowed a crib break of 20 minutes which will be paid for at the minimum rate.
- (b) An employee working on a Sunday or a public holiday for more than 8 hours will be allowed a crib break of 20 minutes without deduction of pay after each 4 hours worked beyond 8 hours providing the employee continues work after such crib break.
- (c) An employer and employee may agree to a variation of clause 57.3 to meet the circumstances of the work in hand; provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

57.4 Meal allowance

- (a) A meal allowance of **\$17.93** per meal is payable to an employee who is required to work overtime for more than 1.5 hours and was not notified of the requirement to work overtime on the previous day or earlier.
(Operative date: First full pay period on or after 1 July 2025)
- (b) The meal allowance is not payable if the employer supplies the employee with a meal, or if the employee lives in the same locality as the workplace and can reasonably return home for meals.
- (c) Unless an employer advises an employee on the previous day or earlier that the amount of overtime will include more than one meal, the employer will provide a 2nd meal and/or subsequent meal or pay a meal allowance to the employee for the second and/or subsequent meal.
- (d) If an employee has been notified that they will be working overtime and has provided a meal or meals but is not required to work overtime or is required to work less overtime than the amount advised, the employee will still be paid the meal allowance.
- (e) Clause 57.4 will not apply to an employee working overtime on a Sunday or a public holiday, unless the employee is rostered to work any of their ordinary hours on that day.

57.5 Minimum break between shifts

- (a) When overtime work, including work on a rostered day off or work on a Sunday or a public holiday, is necessary, it will wherever reasonably practicable be arranged so that an employee works not more than 14 hours in any period of 24 consecutive hours and so that each employee may have at least 10 consecutive hours off duty in each such 24 consecutive hours.
- (b) Subject to the exceptions referred to in clause 57.6, on the completion of a period of work an employee is required to have a period of 10 consecutive hours off duty from their ordinary working time without loss of pay until recommencing work.
- (c) If, on the direction of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at **200%** of the minimum hourly rate until released from duty. The employee will then be entitled to be absent for 10 consecutive hours off duty without loss of pay for any ordinary working time occurring during such absence.

57.6 Call backs

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours' work at the appropriate rate for each time recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full 3 hours if the employee was recalled to perform work which is completed within a shorter period.
- (b) Clause 57.6 will not apply where:
 - (i) it is customary for an employee to return to an employer's premises for periods not exceeding 30 minutes each to perform a specific job outside the ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time recalled; or
 - (ii) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
- (c) Where the actual time worked is less than 3 hours on such recall or each of such recalls, overtime worked in the circumstances specified in clause 57.6 will not be regarded as overtime for the purposes of clause 57.6(a).

Schedule A—Classification Structure and Definitions

Australian Industry Group annotation

Classification Structure and Definitions – Schedule A

Schedule A **does not apply** to vehicle manufacturing employees covered by clause 4.8(a)(xi). The classification structure and definitions for these employees are found in Schedule B.

The classifications of employees in this schedule range from levels C14 (the lowest level) to C2(b) (the highest level). The classification level of an employee will determine the employee's minimum wage rate and other entitlements. To determine an employee's classification level, it is important to consider:

- the nature of the work and the principal duties being performed by the employee;
- the employee's skills and qualifications required to carry out such work; and
- the employee's level of responsibility within the workplace.

For further information, see [Guidance Note - Classification of Employees](#).

A.1 The classification structure and definitions set out in clauses A.3 and A.4 apply to employees covered by this award, except where otherwise specified.

A.2 This Schedule does not apply to vehicle manufacturing employees covered by clause 4.8(a)(xi). The classification structure and definitions for these employees are prescribed in Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators of this award.

A.3 Classification structure

A.3.1 C1–C14 Levels

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
C1	Professional Engineer Professional Scientist	Degree	180/210%

NOTE: Professional Engineers and Professional Scientists in Level C1 are covered by the *Professional Employees Award 2020*

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
C2(b)	Principal Technical Officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.	160%
C2(a)	Leading Technical Officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.	150%
	Principal Supervisor/ Trainer/Co-ordinator	Advanced Diploma or equivalent of which at least 50% of the competencies are in supervision/ training.	
C3	Engineering Associate/ Laboratory Technical Officer—Level II	Advanced Diploma of Engineering, Advanced Diploma of Laboratory Operations, or equivalent.	145%
C4	Engineering Associate/ Laboratory Technical Officer—Level 1	80% towards an Advanced Diploma of Engineering, 80% towards an Advanced Diploma of Laboratory Operations, or equivalent.	135%
C5	Advanced Engineering Tradesperson—Level II	Diploma of Engineering—Advanced Trade, or equivalent.	130%
	Engineering/ Laboratory Technician—Level V	Diploma of Engineering—Technical, Diploma of Laboratory Technology, or equivalent.	
C6	Advanced Engineering Tradesperson—Level 1	C10 + 80% towards a Diploma of Engineering—Advanced Trade, or equivalent.	125%

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
	Engineering/ Laboratory Technician–Level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering–Technical, 50% towards an Advanced Diploma of Laboratory Operations or 85% towards a Diploma of Laboratory Technology, or equivalent.	
C7	Engineering/ Manufacturing Tradesperson– Special Class Level II	Certificate IV in Engineering, or C10 + 60% towards a Diploma of Engineering, 60% towards a Diploma of Laboratory Technology, or equivalent.	115%
	Engineering/ Laboratory Technician–Level III	Certificate IV in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or Certificate IV in Laboratory Techniques, or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering–Technical, 45% towards an Advanced Diploma of Laboratory Operations, or 70% towards a Diploma of Laboratory Technology, or equivalent	
C8	Engineering/ Manufacturing Tradesperson– Special Class Level I	C10 + 40% towards a Diploma of Engineering, or equivalent	110%
	Engineering/ Laboratory Technician–Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering–Technical, 40% towards an Advanced Diploma of Laboratory Operations, 60% towards a Diploma of Laboratory Technology, or equivalent	
C9	Engineering/ Manufacturing Tradesperson–Level II	C10 + 20% towards a Diploma of Engineering or equivalent	105%

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause A.3.2)
	Engineering/ Laboratory Technician—Level I	Certificate III in Engineering—Technician, or Certificate III in Laboratory Skills, or Certificate III in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or 50% towards a Diploma of Engineering, or equivalent	
C10	Engineering/ Manufacturing Tradesperson—Level I	Recognised Trade Certificate, or Certificate III in Engineering—Mechanical Trade, or Certificate III in Engineering—Fabrication Trade, or Certificate III in Engineering—Electrical/Electronic Trade, or equivalent	100%
	Engineering/ Manufacturing Systems Employee— Level V	Engineering Production Certificate III, or Certificate III in Engineering—Production Systems, or equivalent	
C11	Engineering/ Manufacturing Employee—Level IV Laboratory Tester	Engineering Production Certificate II, or Certificate II in Engineering—Production Technology, or Certificate II in Sampling and Measurement, or equivalent	92.4%
C12	Engineering/ Manufacturing Employee—Level III	Engineering Production Certificate I or Certificate II in Engineering, or equivalent	87.4%
C13	Engineering/ Manufacturing Employee—Level II	In-house training	82%
C14	Engineering/ Manufacturing Employee—Level 1	Up to 38 hours induction training	78%

A.3.2 The percentage wage relativities to C10 in the table in clause A.3.1 reflect the percentages prescribed in 1990 in *Re Metal Industry Award 1984—Part I* (M039 Print J2043). The minimum rates in this award do not reflect these relativities because some wage increases since 1990 have been expressed in dollar amounts rather than percentages and as a result have reduced the relativities.

A.3.3 Supervisor/Trainer/Coordinator

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

- (a) Supervisor/Trainer/Coordinator–Level I: **122%** of the minimum rate paid to the highest technically qualified employee supervised or trained subject to clause 20.1(g)(i).
- (b) Supervisor/Trainer/Coordinator–Level II: **115%** of the minimum rate paid to the highest paid employee supervised or trained subject to clause 20.1(g)(ii).
- (c) Supervisor/Trainer/Coordinator–Technical: **107%** of the minimum rate applicable to the employee’s technical classification.

A.4 Classification definitions

A.4.1 The following classification definitions should be read in conjunction with:

- (a) the stream and field definitions in this award.
- (b) the following definitions:
 - (i) **Or equivalent** means:
 - any training which a registered provider (e.g. TAFE), or State recognition authority recognises as equivalent to a qualification which the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications; or
 - where competencies meet the requirements set out in the metal and engineering competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.
 - (ii) **Work within the scope of this level** means:
 - for an employee who does not hold a qualification listed as a minimum training requirement, that the employee can apply skills within the enterprise selected in accordance with the National Metal and Engineering Competency Standards Implementation Guide, provided that the competencies selected are competency standards recognised as relevant and appropriate by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, and endorsed by Australian Industry Skills Committee; or
 - where an employee has a qualification, clause 20.5(b)(iv) applies.

- (iii) **Engineering Associate/Technician** is a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance, draughting officers, planners and other para-professionals.
- (c) the National Metal and Engineering Competency Standards Implementation Guide especially Table 2 of that guide which shows the alignment between old and new titles under the Australian Qualifications Framework (e.g. Advanced Certificates are now known as National Diplomas and Associate Diplomas as National Advanced Diplomas).
- (d) clause 20.5(c).

A.4.2 Supervisor/Trainer/Coordinator

(a) Supervisor/Trainer/Coordinator–Level I

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

(b) Supervisor/Trainer/Coordinator–Level II

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

A.4.3 Wage Group: C14

(a) Engineering/Manufacturing Employee–Level I

- (i) An Engineering/Manufacturing Employee–Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, work health and safety, equal employment opportunity and quality control/assurance.

- (ii) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
 - performs general labouring and cleaning duties;
 - exercises minimal judgement;
 - works under direct supervision;
 - is undertaking structured training so as to enable them to work at the C13 level.
- (iii) Within a period of 3 months, the employee will be reclassified to Engineering/Manufacturing Employee Level II.

A.4.4 Wage Group: C13

(a) Engineering/Manufacturing Employee–Level II

- (i) An Engineering/Manufacturing Employee–Level II is an employee who has completed up to 3 months' employment at Level I to enable the employee to perform work within the scope of this level.
- (ii) An employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:
 - works in accordance with standard operating procedures and established criteria;
 - works under direct supervision either individually or in a team environment;
 - understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
 - understands and utilises basic statistical process control procedures;
 - follows safe work practices and can report workplace hazards.

A.4.5 Wage Group: C12

(a) Engineering/Manufacturing Employee–Level III

- (i) An Engineering/Manufacturing Employee–Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

- (ii) An employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:
- is responsible for the quality of their own work subject to routine supervision;
 - works under routine supervision either individually or in a team environment;
 - exercises discretion within their level of skills and training;
 - assists in the provision of on-the-job training.

A.4.6 Wage Group: C11

(a) Engineering/Manufacturing Employee–Level IV

Laboratory Tester

- (i) An Engineering/Manufacturing Employee–Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering–Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.
- (ii) A Laboratory Tester is an employee who has completed a Certificate II, or equivalent, in Sampling or Measurement so as to enable the employee to perform work within the scope of this level.
- (iii) An employee at this level performs work above and beyond the skills of an employee at the C12 level and to the level of their skills, competence and training:
- works from complex instructions and procedures;
 - assists in the provision of on-the-job training;
 - co-ordinates work in a team environment or works individually under general supervision;
 - is responsible for assuring the quality of their own work;
 - in a laboratory the employee performs basic/simple routine tests under close supervision and communicates results of those tests to the appropriate personnel.

A.4.7 Wage Group: C10

(a) Engineering/Manufacturing Tradesperson–Level I

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

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

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

- (ii) An Engineering/Manufacturing Tradesperson–Level I works above and beyond an employee at the C11 level and to the level of their skills, competence and training:
- understands and applies quality control techniques;
 - exercises good interpersonal and communications skills;
 - exercises keyboard skills at a level higher than the C11 level;
 - exercises discretion within the scope of this classification level;
 - performs work under limited supervision either individually or in a team environment;
 - operates lifting equipment incidental to their work;
 - performs non-trade tasks incidental to their work;
 - performs work which while primarily involving the skills of the employee’s trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;
 - inspects products and/or materials for conformity with established operational standards.

(b) Engineering/Manufacturing Systems Employee–Level V

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

- (ii) An Engineering/Manufacturing Employee works above and beyond an employee at the C11 level and to the level of their skills, competence and training:
- understands and applies quality control techniques;
 - exercises good interpersonal communications skills;
 - exercises discretion within the scope of this classification level;
 - exercise keyboard skills at a level higher than the C11 level;
 - performs work under limited supervision either individually or in a team environment;
 - inspects products and/or materials for conformity with established operational standards.

A.4.8 Wage Group: C9

(a) Engineering/Manufacturing Tradesperson–Level II

- (i) An Engineering/Manufacturing Tradesperson–Level II is an:
- Engineering Tradesperson (Electrical/Electronic)–Level II; or
 - Engineering Tradesperson (Mechanical)–Level II; or
 - Engineering Tradesperson (Fabrication)–Level II; or
 - Furnishing Industry Tradesperson Level 2; or
 - Equivalent;
- who has completed the minimum training requirements specified in clause A.3.1 of Schedule A–Classification Structure and Definitions or equivalent.
- (ii) An Engineering/Manufacturing Tradesperson–Level II works above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:
- exercises discretion within the scope of this classification;
 - works under limited supervision either individually or in a team environment;
 - understands and implements quality control techniques;
 - provides trade guidance and assistance as part of a work team;
 - operates lifting equipment incidental to their work;
 - performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician–Level I

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

A.4.9 Wage Group: C8**(a) Engineering/Manufacturing Tradesperson–Special Class Level I**

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

who has completed the minimum training requirements specified in clause A.3.1 of Schedule A–Classification Structure and Definitions or equivalent.

- (ii) An Engineering/Manufacturing Tradesperson–Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:
 - provides trade guidance and assistance as part of a work team;
 - assists in the provision of training in conjunction with supervisors and trainers;
 - understands and implements quality control techniques;
 - works under limited supervision either individually or in a team environment;

- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician–Level II

- (i) An Engineering/Laboratory Technician–Level II is an employee who has the equivalent level of training of the C8 level Engineering/Manufacturing Tradesperson Special Class–Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician–Level II are in the technical field including draughting, planning or technical tasks requiring technical knowledge.
- (ii) At this level the employee is required to exercise judgment and skill in excess of that required at the C9 level under the supervision of technical or professional staff.

A.4.10 Wage Group: C7

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

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

- Special Class Engineering Tradesperson (Electrical/Electronic)–Level II; or
- Special Class Engineering Tradesperson (Mechanical)–Level II; or
- Special Class Engineering Tradesperson (Fabrication)–Level II; or
- Higher Engineering/Manufacturing Tradesperson; or
- Equivalent;

who has completed the minimum training requirements specified in clause A.3.1 of Schedule A–Classification Structure and Definitions or equivalent.

- (ii) An Engineering/Manufacturing Tradesperson–Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:
- is able to provide trade guidance and assistance as part of a work team;
 - provides training in conjunction with supervisors and trainers;
 - understands and implements quality control techniques;
 - works under limited supervision either individually or in a team environment;

- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician–Level III

- (i) An Engineering/Laboratory Technician–Level III is an employee who has the equivalent level of training of the C7 level Engineering/Manufacturing Tradesperson–Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician–Level III are in the technical field including draughting, planning or technical tasks requiring technical knowledge.
- (ii) At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at the C8 level under the supervision of technical or professional staff. The employee in a laboratory is able to troubleshoot at a basic level and perform a range of quality control and/or research and development tests with only general supervision.

A.4.11 Wage Group: C6

(a) Advanced Engineering Tradesperson–Level I

- (i) An Advanced Engineering Tradesperson–Level I means an:
- Advanced Engineering Tradesperson (Electrical/Electronic)–Level I; or
 - Advanced Engineering Tradesperson (Mechanical)–Level I; or
 - Advanced Engineering Tradesperson (Fabrication)–Level I;
- who has completed the minimum training requirements specified in clause A.3.1 of Schedule A–Classification Structure and Definitions or equivalent.
- (ii) An Advanced Engineering Tradesperson–Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:
- undertakes quality control and work organisation at a level higher than for the C7 level;
 - provides trade guidance and assistance as part of a work team;
 - assists in the provision of training to employees in conjunction with supervisors/trainers;

- works under limited supervision either individually or in a team environment;
- prepares reports of a technical nature on specific tasks or assignments;
- exercises broad discretion within the scope of this level;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician–Level IV

- (i) An Engineering/Laboratory Technician–Level IV is an employee who has the equivalent level of training of the C6 level Advanced Engineering Tradesperson–Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician–Level IV are in the technical field including draughting, planning or technical tasks requiring technical knowledge.
- (ii) At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at the C7 level under the supervision of technical and/or professional staff.

A.4.12 Wage Group: C5

(a) Advanced Engineering Tradesperson–Level II

- (i) An Advanced Engineering Tradesperson–Level II means an:
- Advanced Engineering Tradesperson (Electrical/Electronic)–Level II; or
 - Advanced Engineering Tradesperson (Mechanical)– Level II; or
 - Advanced Engineering Tradesperson (Fabrication)– Level II;
- who has completed the minimum training requirements specified in clause A.3.1 of Schedule A–Classification Structure and Definitions or equivalent.
- (ii) An Advanced Engineering Tradesperson–Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:
- provides technical guidance or assistance within the scope of this level;
 - prepares reports of a technical nature on tasks or assignments within the employee’s skills and competence;

- has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician–Level V

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

A.4.13 Wage Group: C4

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

- (i) An Engineering Associate/Laboratory Technical Officer – Level I means an employee who works above and beyond a technician at the C5 level and who has completed the minimum training requirements specified in clause A.3.1 of Schedule A–Classification Structure and Definitions or equivalent and is engaged in:
- making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, work health and safety and/or standards and plant and material security processes and like work and/or developing test procedures or manuals from test standards and like work; or
 - planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

A.4.14 Wage Group: C3**(a) Engineering Associate/Laboratory Technical Officer–Level II**

- (i) An Engineering Associate/Laboratory Technical Officer–Level II means an employee who works above and beyond an Engineering Associate/Laboratory Technical Officer at the C4 level and who has successfully completed the minimum training requirements specified in clause A.3.1 of Schedule A–Classification Structure and Definitions or equivalent and is engaged in:
- performing draughting, planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at the C4 level; or
 - possesses the skills of an Engineering Associate/Laboratory Technical Officer–Level I in a technical field and exercises additional skills in a different technical field; or
 - is a laboratory employee who, with limited supervision, applies the full range of laboratory skills to individual projects and is involved in the supervision and training of other laboratory workers; or
 - is a laboratory employee who applies specialised technical skills, in addition to the full range of laboratory skills, to specific projects with minimum supervision.

A.4.15 Wage Group: C2(a)**(a) Leading Technical Officer**

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

(b) Principal Engineering Supervisor/Trainer/Coordinator

- (i) A Principal Engineering Supervisor/Trainer/Coordinator means a Supervisor/Trainer/Coordinator who has completed a national advanced diploma or equivalent of which at least **50%** of the competencies are in supervision/training and who when engaged at this level:
- possesses a sound knowledge of work health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
 - possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprises.
- (ii) Indicative of the tasks which an employee at this level may perform are as follows:
- plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
 - plans and directs the work of engineering/production employees especially in new work organisation environments (e.g. group work arrangements, CIM production techniques).

A.4.16 Wage Group: C2(b)**Principal Technical Officer**

- (a) A Principal Technical Officer works above and beyond an employee at the C2(a) level and has successfully completed sufficient additional training to enable the employee to perform work within the scope of this level in addition to a national advanced diploma or equivalent. Within organisational policy guidelines and objectives a principal technical officer:
- (i)
- performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgment;
 - looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation;
 - is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge;
 - plans and implements those programs necessary to achieve the objectives of a particular project;

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

A.5 Indicative Tasks for employees covered by clause 20.5(c)

A.5.1 For an employee covered by clause 20.5(c) the following indicative tasks identified for a particular classification are to be used as a guide in classifying the employee. These tasks operate in conjunction with clauses A.1-A.4.

A.5.2 For the purposes of clause A.4.4 (level C13) the following are the indicative tasks which an employee at this level may perform:

- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
- use selected hand tools;
- boiler cleaning;
- maintains simple records;
- repetitive packing in standard containers;
- uses hand trolleys and pallet trucks;
- assists in the provision of on-the-job training;
- non-trades cleaning up of wooden floors, punching of nails and sanding of wooden floors by machine or hand and/or application of all types of sealers and plastic coatings on wooden floors.

A.5.3 For the purposes of clause A.4.5 (level C12) the following are the indicative tasks which an employee at this level may perform:

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

A.5.4 For the purposes of clause A.4.6 (level C11) the following are the indicative tasks which an employee at this level may perform:

- uses precision measuring instruments;
- machine rigging (certificated), setting, loading and operation;
- inventory and store control including licensed operation of all appropriate materials handling equipment, use of tools and equipment within the scope of basic (non-trades) maintenance, and computer operation at a level higher than that of an employee at level C12;
- intermediate keyboard skills;

- basic fault finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for fork-lift, engine driving and crane driving operations to a level higher than level C12;
- assists in the provision of on-the-job training;
- has a knowledge of the employer's operation as it relates to production process;
- lubrication of production machinery equipment;
- operate (i.e. serve as a burner of) more than one tunnel kiln;
- operates a multipress complex;
- operates a FEL (clay and ceramics industry) in excess of 3 cubic metres;
- bulk paint tinting and resin manufacturing.

A.5.5 For the purposes of clause A.4.7 (level C10) the following are the indicative tasks which an employee at this level may perform:

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of maintenance functions including removing equipment fastenings, use of destructive cutting equipment, lubrication of production equipment, and running adjustments to production equipment;
- operates all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- first class engine drivers' certificate;
- high level stores and inventory responsibility beyond the requirements of an employee at level C11;
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

Schedule B–Vehicle Manufacturing Employees–Skill Level Definitions–Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators

Australian Industry Group annotation

Vehicle Manufacturing Employees–Skill Level Definitions–Trades, Non-trades, Post-trades, Drivers, Technicians/Technical Officers and Supervisors/Trainers/Coordinators – Schedule B

Schedule B of the award contains the classification structure and definitions for vehicle manufacturing employees covered by clause 4.8(a)(xi).

The award provides for classifications of employees from levels V14 - the highest, to V1 - the lowest, and driver classifications from D4 - the highest, to D1 - the lowest. The classification level of an employee will determine the employee's minimum wage rate and other entitlements under the award. To determine an employee's classification level, it is important to consider:

- the nature of the work and the principal duties being performed by the employee;
- the employee's skills and qualifications required to carry out such work; and
- the employee's level of responsibility within the workplace.

For further information, see [Guidance Note - Classification of Employees](#).

B.1 This Schedule applies only to vehicle manufacturing employees covered by clause 4.8(a)(xi).

B.2 V1–Vehicle industry/production employee Level 1

B.2.1 A Vehicle industry/production employee–Level 1 is an employee undertaking up to 38 hours' induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, work health and safety, equal employment opportunity and quality control/assurance.

B.2.2 An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- (a)** performs general labouring and cleaning duties;

- (b) exercises minimal judgment;
- (c) works under direct supervision; and
- (d) is undertaking structured training so as to enable them to work at V2 Level.

B.2.3 Classifications at Level V1:

- Assembler, cushion and squab including spring frame
- Dipper solder or tin
- Degreaser at liquid or vapour bath
- Electroplater–3rd class
- Garage attendant
- Greaser and/or oiler
- Grinder using fixed gear
- Heat treat attendant–first 3 months
- Janitor and/or convenience attendant
- Machinist (metal)–3rd class
- Packer other than as defined
- Paster trim
- Paintshop assistant
- Pickler
- Plastics developer (b) second class (2) first month's experience
- Pleat stuffer
- Press operators assistant
- Shot and/or sand blast operator
- Spring coil machinist not required to set up machine
- Washer using phenyl etc.

B.3 V2–Vehicle industry/production employee Level 2

B.3.1 A Vehicle industry/production employee–Level 2 is an employee who has met the requirements of the Certificate I in Automotive Manufacturing (AUM10113), or equivalent.

B.3.2 An employee at this level performs work above and beyond the skills of an employee at Level V1 and to the level of their training:

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
- (c) understands and utilises basic statistical process control procedures.

B.3.3 Indicative of the tasks which an employee at this level may perform are the following:

- (a) repetition work on automatic, semiautomatic or single purposes machines or equipment;
- (b) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- (c) basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
- (d) uses selected hand tools;
- (e) boiler cleaning; and
- (f) maintains simple records.

B.3.4 Classifications at Level V2:

- Assembler when not on line
- Concrete worker
- Case maker and/or repairer
- Dogman
- Drier
- Furnace person other than on cupola
- Grinder using portable machine foundry
- Guillotine machinist
- Packer as defined in Schedule B–Vehicle Manufacturing Employees–Skill Level Definitions–Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators
- Press operator light
- Process Worker
- Sewing machinist
- Spring coiling machinist required to set up machine

- Spring maker required to set up machine
- Tradespersons assistant
- Welder—electric spot and buff
- Vyceman
- Wood machinist—2nd class

B.4 V3—Vehicle industry/production employee Level 3

B.4.1 A Vehicle industry/production employee—Level 3 is an employee who has met the following training requirements, or equivalent:

- (a) Completion of **75%** of the units of competency of a Certificate II in Automotive Manufacturing Production - Passenger Motor Vehicle (AUM20113); or
- (b) Completion of **75%** of the units of competency of a Certificate II in Automotive Manufacturing Production - Bus, Truck and Trailer (AU20213).

B.4.2 An employee at this level performs work above and beyond the skills of an employee at V2 and to the level of their training:

- (a) is responsible for the quality of their own work subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment; and
- (c) exercises discretion within their level of skills and training.

B.4.3 Indicative of the tasks which an employee at this level may perform are the following:

- (a) operates flexibly between assembly stations;
- (b) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level V2;
- (c) non-trade vehicle industry skills;
- (d) basic tracing and sketching skills;
- (e) receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- (f) basic inventory control in the context of a production process;

- (g) basic keyboard skills;
- (h) advanced soldering techniques;
- (i) boiler attendant;
- (j) operation of mobile equipment including fork-lifts, hand trolleys, pallet trucks, (overhead cranes and winch operation);
- (k) ability to measure accurately;
- (l) assists one or more tradespersons; and
- (m) welding which requires the exercise of knowledge and skills above Level V2.

Classifications at Level V3:

- Air hammer operator
- Assembler and/or 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.5 V4–Vehicle industry/production employee Level 4

B.5.1 A Vehicle industry/production employee–Level V4 is an employee who has met the following training requirements, or equivalent:

- (a) Completion of **80%** of the Certificate III in Automotive Manufacturing Technical Operations - Passenger Motor Vehicle (AUM30213); or
- (b) Completion of **60%** of the Certificate III in Automotive Manufacturing Technical Operations - Bus, Truck and Trailer (AUM30313).

B.5.2 An employee at this level performs work above and beyond the skills of an employee at V3 and to the level of their training:

- (a) works from complex instructions and procedures;
- (b) assists in the provisions of on the job training to a limited degree;
- (c) co-ordinates work in a team environment or works individually under general supervision; and
- (d) is responsible for assuring the quality of their own work.

B.5.3 Indicative of the tasks which an employee at this level may perform are the following:

- (a) uses precision measuring instruments;
- (b) machine setting, loading and operation;
- (c) rigging (certificated);
- (d) inventory and store control including;
- (e) licensed operation of all appropriate materials handling equipment including driver GVM up to 8 tonnes;
- (f) use of tools and equipment within the scope (basic non-trades) maintenance;
- (g) computer operation at a level higher than that of an employee at Level V3;
- (h) intermediate keyboard skills;
- (i) basic vehicle industry and fault finding skills;

- (j) performs basic quality checks on the work of others;
- (k) licensed and certified for fork-lift, engine driving and crane driving operations to a level higher than Level V3; and
- (l) has a knowledge of the employer's operation as it relates to production process.

B.5.4 Classifications at Level V4:

- Annealer and/or case hardener
- Assembler and/or wirer chassis
- Assembler of bodies or parts when on line
- Body maker–2nd class
- Boiler attendant
- Crane driver
- Dent knocker
- Die setter press
- Fork-lift driver, mobile crane driver and driver of motor vehicle up to 8 tonnes.
- Grinder using portable machine assembly plant
- High stack operator
- Metal finisher
- Painter on prime coats vehicle assembly plants
- Rigger
- Solderer on the line
- Spotter and/or toucher up
- Squab or cushion maker
- Trimmer sectional
- Welder other than trade using oxy, etc.

B.6 V5–Vehicle industry tradesperson–Level 1 & Production systems employee–Level 5

B.6.1 Vehicle industry tradesperson–Level 1

- (a) A Vehicle industry tradesperson–Level 1 is an employee who holds a trade certificate or tradesperson's rights certificate in one of the electrical/electronic, mechanical or fabrication vehicle

industry streams, or equivalent, and is able to exercise the skills and knowledge of that trade.

- (b) A Vehicle industry tradesperson–Level 1 works above and beyond an employee at V4 and to the level of their training:
- (i) understands and applies quality control techniques;
 - (ii) exercises good interpersonal, communications skills;
 - (iii) exercises keyboard skills higher than Level V4;
 - (iv) exercises discretion within the scope of this grade;
 - (v) performs work under limited supervision either individually or in a team environment;
 - (vi) operates all lifting equipment incidental to their work;
 - (vii) perform non-trade tasks incidental to their work; and
 - (viii) performs work which, while primarily involving the skills of the employees trade, is incidental or peripheral to the primary tasks and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

B.6.2 Vehicle industry production system employee–Level 5

- (a) A Vehicle industry production systems employee –Level 5 is an employee who has met the requirements of a Certificate III in Automotive Manufacturing Technical Operations - Bus, Truck and Trailer (AUM30213) or a Certificate III in Automotive Manufacturing Technical Operations - Passenger Motor Vehicle (AUM30313), or equivalent.
- (b) A Vehicle industry production systems employee–Level 5 works above and beyond an employee at V4 and to the level of their training:
- (i) understand and applies quality control techniques;
 - (ii) exercises good interpersonal communications skills;
 - (iii) exercises discretion within the scope of this grade;
 - (iv) exercises keyboard skills at a level higher than V4; and
 - (v) performs work under general supervision either individually or in a team environment.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
- (i) approves and passes first off samples and maintains quality of product;
 - (ii) works from production drawings, prints and plans;

- (iii) operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- (iv) can perform a range of vehicle industry maintenance functions including;
- (v) removing equipment fastenings including use of destructive cutting equipment;
- (vi) lubrication of production equipment;
- (vii) running adjustments to production equipment;
- (viii) operates all lifting equipment;
- (ix) basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- (x) understands and applies computer techniques as they relate to production process operations;
- (xi) first class engine drivers' certificate;
- (xii) high level stores and inventory responsibility beyond the requirements of an employee at Level V4;
- (xiii) assists in the provision of on-the-job training in conjunction with tradespersons and trainers; and
- (xiv) has a good knowledge of the employers operations as it relates to the production process.

B.6.3 Classifications at Level V5:

- Automotive electrician
- Bodymaker–1st class
- Boilermaker
- Cabinet maker
- Carpenter
- Die setter when working on try outs
- Electrical fitter
- Electroplater–1st class
- Fitter and turner
- Heat treater
- Jigmaker
- Machinist–1st class

- Motor mechanic
- Motor tuner and tester
- Motor body developer
- Painter
- Patternmaker
- Plastics developer first class
- Plumber
- Refrigerator mechanic
- Signwriter
- Smith tradesperson
- Spring maker
- Tradesperson marker off
- Trouble chaser
- Trimmer
- Welder
- Wood machinist–1st class

B.7 V6–Vehicle industry tradesperson–Level II & Vehicle industry/technician–Level I

B.7.1 Vehicle industry tradesperson–Level II

- (a) A Vehicle industry tradesperson–Level II is a tradesperson who has met the requirements of an Engineering/Manufacturing Tradesperson - Level II (classification level C9), as set out in the classification structure at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
- (b) A Vehicle industry tradesperson–Level II works above and beyond a tradesperson at Level V5 and to the level of their skills and competence and training performs work within the scope of the level:
- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
 - (ii) exercises discretion within the scope of this grade;
 - (iii) works under general supervision either individually or in a team environment;
 - (iv) understands and implements quality control techniques;

- (v) provides trades guidance and assistance as part of a work team; and
- (vi) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Vehicle industry tradesperson Level I.

B.7.2 Vehicle industry/technician–Level I

- (a) Vehicle industry/technician – Level I is a technician who has met the requirements of an Engineering/Laboratory Technician – Level I (classification level C9), as set out in the classification structure at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
- (b) The skills exercised by the Technician–Level I are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
- (c) At this level the employee is engaged on routine tasks in the technical fields.

B.8 V7–Vehicle industry tradesperson–Level III & Vehicle industry/technician Level II

B.8.1 Vehicle industry tradesperson Level III–special class

- (a) A Vehicle industry tradesperson–Level III is a tradesperson who has met the requirements of an Engineering/Manufacturing Tradesperson – Special Class Level I (classification level C8), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
- (b) A Vehicle industry tradesperson–Level III works above and beyond a tradesperson at Level V6 and to the level of their skills, competence and training performs work within the scope of the level:
 - (i) is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
 - (ii) provides trade guidance and assistance as part of a work team;
 - (iii) assists in the provision of training, in conjunction with supervisors and trainers;
 - (iv) understands and implements quality control techniques; and
 - (v) works under limited supervision either individually or in a team environment.

- (c) Indicative of the tasks which an employee at this level may perform are as follows:
 - (i) exercises high precision trade skills, using various materials and/or specialised techniques;
 - (ii) performs operations on a Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) terminal in the performance of routine modifications to Numeric Control/Computer Numeric Control (NC/CNC) programs; and
 - (iii) high voltage switching.
- (d) **Vehicle industry technician–Level II**
 - (i) Vehicle industry technician–Level II is a technician who has met the requirements of an Engineering/Laboratory Technician - Level II (classification level C8), as set out in the classification structure at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
 - (ii) The skills exercised by the Technician - Level II are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
 - (iii) At this level the employee is required to exercise judgment and skill in excess of that required at V6 under the supervision of technical or professional staff.

B.9 V8–Vehicle industry tradesperson–Level IV & Vehicle industry technician–Level III

B.9.2 Vehicle industry tradesperson Level IV–special class

- (a) A Vehicle industry tradesperson Level IV is a tradesperson who has met the requirements of an Engineering/Manufacturing Tradesperson - Special Class Level II (classification level C7), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
- (b) A Vehicle industry tradesperson Level IV–special class works above and beyond an employee at Level V7 and to the level of their skills, competence and training performs work within the scope of the level:
 - (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
 - (ii) is able to provide trade guidance and assistance as part of a work team;

- (iii) assists in the provision of training in conjunction with supervisors and trainers;
 - (iv) understands and implements quality control techniques; and
 - (v) works under limited supervision either individually or in a team environment.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
- (i) works in machines or equipment which utilise complex electric/electronic circuitry;
 - (ii) and/or hydraulic/pneumatic controls or a combination thereof;
 - (iii) works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles;
 - (iv) applies advanced computer numerical control techniques in machining, cutting, welding or fabrication;
 - (v) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
 - (vi) works on complex or intricate interconnected electrical circuits; and
 - (vii) works on complex radio/communication equipment.
- (d) **Vehicle industry technician–Level III**
- (i) Vehicle industry technician–Level III is a technician who has met the requirements of an Engineering/Laboratory Technician–Level III (classification level C7), as set out in the classification structure at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
 - (ii) The skills exercised by the Vehicle industry technician–Level III are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
 - (iii) At this level the employee is engaged in detailed drafting and/or planning or technical duties requiring judgment and skill in excess of a technician at Level V7 under the supervision of technical staff or professional staff.
- (e) **Vehicle Industry automotive developer - Level I**
- Vehicle industry automotive developer–Level I is an employee who has met the requirements of a Certificate IV in Automotive Manufacturing (Release 1), or equivalent.

B.10 V9–Vehicle industry tradesperson–Level V & Vehicle industry technician–Level IV

B.10.1 Vehicle industry tradesperson–Level V

- (a) A Vehicle industry tradesperson–Level V is a tradesperson who has met the requirements of an Advanced Engineering Tradesperson–Level I (classification level C6), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
- (b) A Vehicle industry tradesperson–Level V works above and beyond a Tradesperson at Level V8 and to the level of their skills, competence and training performs work within the scope of the level:

 - (i) undertakes quality control and work organisation at a level higher than Level V8;
 - (ii) provides trade guidance and assistance as part of a work team;
 - (iii) assists in the provision of training to employees in conjunction with supervisors/trainers;
 - (iv) works under limited supervision either individually or in a team environment;
 - (v) prepares reports of a technical nature on specific tasks or assignments as directed;
 - (vi) exercises broad discretion within the scope of this level;
 - (vii) operates lifting equipment incidental to their work; and
 - (viii) performs non-trade tasks incidental to their work.
- (c) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

 - (i) working on combinations of machines or equipment which utilise complex electrical, electronic, mechanical or fluid power principles;
 - (ii) working on instruments which make up a complex control system which utilises some combination of electrical, or electronic, mechanical or fluid power principles and electronic circuitry containing complex digital and/or analogue control systems utilising integrated circuitry;
 - (iii) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for V8;

- (iv) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
 - (v) a Vehicle industry tradesperson–Level V works above and beyond a tradesperson at Level V8 and the level of their skills, competencies and training performs work with the scope of this level;
 - (vi) provides technical guidance or advice within the scope of this level;
 - (vii) prepares reports of a technical nature on specific tasks or assignments within the employees skills and competencies;
 - (viii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
 - (ix) assists in the provision of on-the-job training in conjunction with supervisors and trainers;
 - (x) operates lifting equipment incidental to their work; and
 - (xi) performs non-trade tasks incidental to their work.
- (d) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:
- (i) through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
 - (ii) set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a Vehicle industry tradesperson–Level IV;
 - (iii) works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry; and
 - (iv) works on complex electronics, instruments, communications equipment or control systems which utilise electronic principles and electronics circuitry containing complex analogue and/or digital control systems using integrated circuitry.

B.10.2 Vehicle industry technician–Level IV

- (i) Vehicle industry technician–Level IV is a technician who has met the requirements of an Engineering/Laboratory

Technician - Level IV (classification level C6), as set out in the classification structure at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.

- (ii) The skills exercised by the Vehicle industry technician–Level IV are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
- (iii) At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgment and skill in excess of that required of a technician at V8 under the supervision of technical and/or professional staff.

B.11 V10–Vehicle industry tradesperson–Level VI & Vehicle industry technician Level V

B.11.1 Vehicle industry tradesperson–Level VI

- (a) A Vehicle industry tradesperson–Level VI is a tradesperson who has met the requirements of an Advanced Engineering Tradesperson - Level II (classification level C5), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.

B.11.2 Vehicle industry technician–Level V

- (a) A Vehicle industry technician–Level V is a technician who has met the requirements of an Engineering/Laboratory Technician–Level V (classification level C5), as set out in the classification structure at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.
- (b) The skills exercised by the Vehicle industry technician–Level V are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- (c) At this level the employee is required to exercise judgment and skill in excess of that required at Level V9.

B.11.3 Vehicle Industry automotive developer–Level II

Vehicle industry automotive developer–Level II is an employee who has met the requirements of a Diploma of Automotive Manufacturing (Release 1), or equivalent.

B.12 V11–Vehicle industry engineering associate–Level I

A Vehicle industry engineering associate–Level I is an employee who has met the requirements of an Engineering Associate/Laboratory Technical Officer – Level I (classification level C4), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent, and is engaged in:

- (a) making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance or equipment facilities or products, including computer software, quality processes, work health and safety and/or standards and plant and material security processes and like work; or
- (b) planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work, study, industrial engineering and/or materials handling process.

B.13 V12–Vehicle industry engineering associate–Level II

A Vehicle industry engineering associate–Level II is an employee who has met the requirements of an Engineering Associate/Laboratory Technical Officer–Level II (classification level C3), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent, and is engaged in:

- (a) performing drafting, planning or technical duties which require the exercise of judgment and skill in excess of that required by a Vehicle engineering associate–Level I; or
- (b) possesses the skills of a Vehicle engineering associate–Level I in a technical field and exercises additional skills in a different technical field as defined.

B.14 V13–Vehicle industry leading technical officer & Principal engineering supervisor/trainer/co-ordinator**B.14.1 Vehicle industry leading technical officer**

- (a) A Vehicle industry leading technical officer is an employee who has met the requirements of a leading Technical Officer(classification level C2(a)), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent.

- (b) An employee at Level V13 is able to perform or co-ordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgment and/or skill in excess of that required of a Vehicle industry engineering associate–Level II.

B.14.2 Principal engineering supervisor/trainer/co-ordinator

- (a) A Vehicle industry principal trainer/supervisor/co-ordinator is an employee who has met the requirements of a principal Supervisor/Trainer/Co-ordinator (classification level C2(a)), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent, and who when engaged in this level:
- possesses a sound knowledge of work health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading work of others; and
 - possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise.
- (b) Indicative of the tasks which an employee at this level may perform are as follows:
- plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels; and
 - plans and directs the work of engineering/production employees especially in new work organisation environments e.g. group work arrangements, CIM production techniques.

B.15 V14–Vehicle industry principal technical officer

A Vehicle industry principal technical officer works above and beyond an employee at the V13 level and who has successfully completed the requirements of a Principal Technical Officer(classification level C2(b)), as set out at clause A.3.1 in Schedule A–Classification Structure and Definitions of this award, or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

- (a) performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgment;
- (b) looks after and is responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation;

- (c) is responsible for the co-ordination of general and specialist employees engaged on projects requiring complex and specialised knowledge;
- (d) plans and implements those programs necessary to achieve the objectives of a particular project;
- (e) in the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation; and
- (f) operates within broad statements of objectives without requiring detailed instructions;

OR

- (g) performs work at the above level of skill in a particular technical field;
- (h) has as the overriding feature of their employment the ability to perform creative, original work of a highly complex and sophisticated nature; and
- (i) provides specialised technical guidance to other employees performing work within the same technical field.

B.16 V15–Vehicle industry supervisor/trainer/co-ordinator

B.16.1 Vehicle industry supervisor/trainer/co-ordinator–Level I

A trainer/supervisor/co-ordinator–Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. The requirements for a trainer/supervisor/co-ordinator–Level I are set out at clause A.3.3(a) in Schedule A–Classification Structure and Definitions of this award.

B.16.2 Vehicle industry supervisor/trainer/co-ordinator–Level II

A trainer/supervisor/co-ordinator–Level II is an employee who is responsible for supervision and/or training of trainer/supervisor/co-ordinator–Level I. The requirements for a trainer/supervisor/co-ordinator–Level I are set out at clause A.3.3(b) in Schedule A–Classification Structure and Definitions of this award.

B.17 Driver classifications

B.17.1 Vehicle industry driver–Level I–D1

- (a) Vehicle industry driver–Level I means an employee who is a driver Gross Vehicle Mass (GVM) 8 to 11 tonnes.
- (b) Existing classification–motor vehicle driver 8 to 11 tonnes.

B.17.2 Vehicle industry driver–Level II–D2

- (a) Vehicle industry driver–Level II means an employee who is a driver GVM 12 tonnes or greater.
- (b) Existing classification–motor vehicle driver 11 tonnes and above.

B.17.3 Vehicle Industry Driver–Level III–D3

- (a) Vehicle industry driver–Level III means an employee who is a driver of articulated vehicles up to 25 tonnes.
- (b) Existing classification–driver articulated vehicle 9 tonnes and over.

B.17.4 Vehicle Industry Driver–Level IV–D4

Vehicle industry driver–Level IV means an employee who is a driver of articulated vehicles over 25 tonnes.

B.18 Definitions in Schedule B–Vehicle Manufacturing Employees–Skill Level Definitions–Trades, Non-trades, Post-trades, Drivers, Technicians/Technical Officers and Supervisors/Trainers/Coordinators.

In this Schedule, unless the contrary intention appears:

boilermaker means a tradesperson required to develop work from drawings or prints, or to make templates, or to apply general trade experience in the fabrication, erection and/or repairing of steel or iron ships, boilers or other vessels subject to greater pressure than the weight of their contents including iron and steel receivers or retorts, also riveting by hand/or machine, caulking, chipping and operating all machines used in connection with the foregoing (other than stationary drilling machines) and carrying out such marking off, welding or oxy burning as is incidental to the work of a boilermaker

coremaker, jobbing means a moulder engaged in making cores for metal moulds by the use of loam or stickle boards or by loose boxes other than loose boxes used for repetition production of cores requiring little or no skill to produce

coremaker, machine means an employee making cores by machine where the core box is a fixture to or part of such machine, or making repetition cores requiring little or no skill to produce

dismantler means an employee engaged in the dismantling of engine assemblies including gear box, in the reconditioning of engines (other than aero engines) by specialised methods

dogman means an employee who (elsewhere than in actual process of manufacturing) transports goods from point-to-point by mechanical power and uses therein clamps, dogs or other standard gear

drier means an adult employee using air hose to dry off after acid wash

electrical mechanic means a tradesperson mainly engaged on electrical installation, repair and maintenance work

heat treater means an employee required to apply general trade experience as a heat treater and who carries out the operation of heat treatment to produce in the materials treated such requirements as hardness, toughness, ductibility, resistance to abrasion, elasticity, tensile strength, machine ability and resistance to creep and who works to limits in size, shape and straightness in tool work

jigmaker means a tradesperson engaged in the making of jigs

machine setter means a tradesperson engaged in setting up machines specified in the definition of Machinist (metal)–1st class, for other employees

material chaser or stock to follow up means an employee having the supervision of the delivery according to schedule, of materials between departments or sections

motor body developer means a tradesperson required to develop and mark up tooling work from body drafts, but not including an employee performing work normally done by pattern makers, tool makers, template makers, jig makers or body makers

moulder, jobbing means a metal moulder engaged in floor moulding, loam mouldings, trickle moulding or moulding from loose patterns

on the line means sectionalised body building and assembling in which bodies in the course of building are moved on from one operative group of operatives to another operative or group of operatives

or equivalent means any training which a registered provider (e.g. TAFE), or State recognition authority recognises as equivalent to a qualification which the Australian Industry Skills Committee recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications. This definition applies to all vehicle manufacturing classification levels

packer means an employee responsible for the selection of parts or accessories according to requisitions or for the packing and method of packing for dispatch

rigger means an employee responsible for the erection of tackle

spring maker by hand means an employee required to manufacture spiral coils, flat or leaf springs by hand where such work does not fall within the definition of a tradesperson

structural steel tradesperson means a tradesperson engaged in assembling, plating, bolting (temporary or otherwise), riveting by hand/ or machine, caulking, chipping, staying, reaming, drilling (other than on stationary machines) or such marking off, welding or oxy burning as is incidental to the foregoing, or who in the course of the work operates machines for punching and shearing, rolling, bending, angle or plate straightening, or hydraulic presses or nipping and notching machines, in connection with the making and/or repairing of tanks, water locks, towers (other than agricultural and pastoral types) wagons, tenders, trucks, rolling stock, bridges girders, columns, principals (roofs or otherwise), trusses, structural iron and steel work, but not including parts of standardised frame buildings made in quantities, or motor vehicle chassis, or new vehicles made by mass production methods

tooling smith means a tradesperson smith who for the greater part of their time is engaged on smithing work for the tool room

toolmaker means a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out their work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker

trimmer, tradesperson means a tradesperson required to perform developmental work and/or work on used vehicles and/or work on custom built units and/or each and every function or production trim operations as directed by the employer

trouble chaser means a tradesperson (any section) engaged in tracing through all necessary stages of drawing, development, tooling and production, and defining the origin of recurring faults which manifest themselves in the course of production, and who is responsible for recommendations for their rectification

tyre fitter means an employee fitting tyres and/or tubes to rims and/ or wheels, including, without limiting the generality of the foregoing, wheel balancing and all operations associated with the removal and/or replacement of rims and/or wheels from or onto vehicles and/or wheeled equipment, including operations involving the use of the employee of compressing, mechanical and/or power operated apparatus

tyre repairing and retreading processes includes functions/operations of warming mill, extruder, detreading, buffing, gouging, pulling sleeves or patches, repairing, building up and/or retreading and/or recapping used tyres including aeroplane tyres, relugging earthmover, grader or tractor tyres by hand, moulding or curing of retreaded, rebuilt, recapped or relugged tyres in unit heater and autoclaves

vehicle manufacturing employee means an employee classified appropriate to the employee's skills, the duties required by the employer to be performed and the skill level definitions detailed at Schedule B—Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades, Post-trades, Drivers, Technicians/ Technical Officers and Supervisors/Trainers/Coordinators

wood machinist—1st class means a machinist who in the course of employment is called upon to grind and set knives only to braze, set and sharpen jig saws and to set and sharpen circular saws or to set up machines operated by other machinists or to grind knives or set and operate one or more of the following machines: shaper, spindle, linderman machine, router, tenoner, sill hing and other gainer machines

Schedule C–Summary of Hourly Rates

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.

Working hours	% of ordinary hourly rate/casual ordinary hourly rate/minimum hourly rate/casual minimum hourly rate
Employees other than afternoon and night shiftworkers	
Ordinary hours	100%
Ordinary hours on a Saturday (clauses 17.2(g)(i) and 33.1(a)(i))	150%
Ordinary hours on a Sunday (clauses 17.2(g)(ii) and 33.1(a)(ii))	200%
Work on a public holiday (clauses 17.2(h) and 33.1(b))	250%
Overtime on a public holiday (clause 32.7(a))	250%
Overtime - first 3 hours per day Monday to Saturday (clause 32.2(a))	150%
Overtime -after 3 hours per day Monday to Saturday (clause 32.2(b))	200%
Overtime on a Sunday (clause 32.6)	200%
Shiftworkers other than those engaged in vehicle manufacturing covered by clause 4.8(a)(xi)	
Shiftworker - afternoon and night shift (clause 33.2(d))	115%
Shiftworker - permanent night shift (clause 33.2(f)(iii))	130%
Employed on continuous shift work - on a shift other than a rostered shift (clause 33.2(g)(ii))	200%
Employed on other than continuous shift work - Work on shift other than rostered shift - first 3 hours (clause 33.2(g)(ii))	150%
Employed on other than continuous shift work - Work on shift other than rostered shift - after 3 hours (clause 33.2(g)(ii))	200%
Shiftworker - ordinary hours on a Saturday (clause 33.2(i)(i))	150%
Shiftworker - ordinary hours on a Sunday (clause 33.2(j)(ii))	200%
Continuous shiftworker - ordinary hours on a public holiday (clause 33.2(j)(i))	200%

Working hours**% of ordinary hourly rate/casual ordinary hourly rate/minimum hourly rate/casual minimum hourly rate**

Afternoon or night shift - non-successive shifts - first 3 hours (clause 33.2(e)) 150%

Afternoon or night shift - non-successive shifts - after 3 hours (clause 33.2(e)) 200%

Other than continuous shiftworker - ordinary hours on public holiday (clause 32.7(c)) 250%

Full-time and part-time shiftworkers other than those engaged in vehicle manufacturing covered by clause 4.8(a)(xi).

Continuous shiftworker - overtime on a public holiday (clause 32.7(b)) 200%

Continuous shiftworker - overtime (clause 32.4) 200%

Other than continuous shiftworker - overtime - first 3 hours Monday to Saturday (clause 32.2(a)) 150%

Other than continuous shiftworker - overtime - after 3 hours Monday to Saturday (clause 32.2(b)) 200%

Other than continuous shiftworker - overtime - Sunday (clause 32.6) 200%

Other than continuous shiftworker - overtime on a public holiday (clause 32.7(c)) 250%

Shiftworkers engaged in vehicle manufacturing covered by clause 4.8(a)(xi).

Continuous shiftworker - overtime - first 3 hours (clause 32.4(b)(i)) 150%

Continuous shiftworker - overtime - after 3 hours (clause 32.4(b)(ii)) 200%

Other than continuous work shift - afternoon and night shift which does not continue for 5 successive afternoons or nights (clause 56.1(b)(i)) 150%

Other than continuous work shift - night shift only (clause 56.1(b)(ii)) 130%

Other than continuous work shift - alternating night and afternoon shifts (clause 56.1(b)(ii)) 118%

Other than continuous work shift - alternating day and night shifts—rate for the night shift (clause 56.1(b)(ii)) 112.5%

Other than continuous work shift - afternoon shift only (clause 56.1(b)(ii)) 118%

Other than continuous work shift - alternating day and afternoon shifts—rate for the afternoon shift (clause 56.1(b)(ii)) 112.5%

Working hours	% of ordinary hourly rate/casual ordinary hourly rate/minimum hourly rate/casual minimum hourly rate
Other than continuous work shift - alternating day, afternoon and night shifts—rate for the afternoon and night shift (clause 56.1(b)(ii))	112.5%
Continuous afternoon or night shift (clause 56.1(d))	112.5%
Saturday (clause 56.1(e))	125%
Sunday shifts (clause 56.2)	200%
Public holiday shifts (clause 56.3)	250%

C.1.2 Other Circumstances Attracting a Penalty Payment

Circumstances	% of ordinary hourly rate/minimum casual ordinary hourly rate
Working through meal breaks on a Saturday or Sunday (clause 18.5(b)(ii))	200%
Working through meal break on a shift where employees are entitled to a 15% loading (clause 18.5(b)(iii))	165%
Working through meal break on a shift where employees are entitled to a 30% loading (clause 18.5(b)(iv))	180%
Working through meal break in all other circumstances (clause 18.5(b)(i))	150%
Ship Trials (clause 19.4)	125 or 150%
Travelling time payment Sunday or public holiday (clause 30.5(e)(i)).	150%
Unrelieved shiftworker for work on RDO (clause 32.3)	200%
Rest period after overtime (clause 32.12(d))	200%
Call back other than shiftworker (clause 32.13(b)(i))	150% for first 3 hours 200% thereafter
Call back continuous shiftworker (clause 32.13(b)(ii))	200%

C.2 Full-time and part-time employees' hourly rates

C.2.1 Where an allowance is payable for all purposes in accordance with clause 30.2, this forms part of an employee's ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties, overtime and leave payments.

C.2.2 The minimum rates in the table below do not contain any clause 30.2 all-purpose allowances. Where an employee is entitled to a clause 30.2 all-purpose allowance an employee's ordinary hourly rate is calculated according to C.2.1.

(Operative date: First full pay period on or after 1 July 2025)

Classifi- cation ¹	Hourly rate % of minimum hourly rate ²								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
C14 / V1	24.28	27.32	27.92	28.65	30.35	31.56	36.42	48.56	60.70
C13 / V2	24.95	28.07	28.69	29.44	31.19	32.44	37.43	49.90	62.38
C12 / V3	25.85	29.08	29.73	30.50	32.31	33.61	38.78	51.70	64.63
C11 / V4	26.70	30.04	30.71	31.51	33.38	34.71	40.05	53.40	66.75
C10 / V5	28.12	31.64	32.34	33.18	35.15	36.56	42.18	56.24	70.30
C9 / V6	29.00	32.63	33.35	34.22	36.25	37.70	43.50	58.00	72.50
C8 / V7	29.88	33.62	34.36	35.26	37.35	38.84	44.82	59.76	74.70
C7	30.68		35.28			39.88	46.02	61.36	76.70
V8	30.76	34.61		36.30	38.45	39.99	46.14	61.52	76.90
C6 / V9	32.23	36.26	37.06	38.03	40.29	41.90	48.35	64.46	80.58
C5 / V10	32.90	37.01	37.84	38.82	41.13	42.77	49.35	65.80	82.25
C4 / V11	33.78	38.00	38.85	39.86	42.23	43.91	50.67	67.56	84.45
C3 / V12	35.55	39.99	40.88	41.95	44.44	46.22	53.33	71.10	88.88
C2(a) / V13	36.43	40.98	41.89	42.99	45.54	47.36	54.65	72.86	91.08
C2(b) / V14	38.03	42.78	43.73	44.88	47.54	49.44	57.05	76.06	95.08
Driver classifications									
D1	27.05	30.43		31.92	33.81	35.17	40.58	54.10	67.63
D2	27.37	30.79		32.30	34.21	35.58	41.06	54.74	68.43
D3	27.70	31.16		32.69	34.63	36.01	41.55	55.40	69.25
D4	28.09	31.60		33.15	35.11	36.52	42.14	56.18	70.23

¹ Rates in bold are for Vehicle Manufacturing employees covered by clause 4.8(a)(xi) only.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.2.1 and C.2.2.

C.3 Casual employees

C.3.1 Casual minimum hourly rate includes the casual loading which is payable for all purposes. Where an allowance is payable for all purposes in accordance with clause 30.2, this forms part of an employee's casual ordinary hourly rate and must be added to the applicable permanent minimum hourly rate in C.2, prior to the application of the **25%** or **17.5%** casual loading to form the casual employee's ordinary hourly rate. The casual ordinary hourly rate applies for all purposes and is used to calculate penalties and overtime.

C.3.2 The rates in the table below do not contain any clause 30.2 all-purpose allowances. Where a casual employee is entitled to a clause 30.2 all-purpose allowance the casual employee's ordinary hourly rate is calculated according to C.3.1.

- (a) Casual rates—inclusive of 25% casual loading in accordance with clause 11.1(a)**
(Operative date: First full pay period on or after 1 July 2025)

Classification ¹	Hourly Rate								
	% of casual minimum hourly rate ²								
	(inclusive of 25% casual loading in accordance with clause 11.1(a))								
	100%	112.5%	115%	118%	125%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
C14 / V1	30.35	34.14	34.90	35.81	37.94	39.46	45.53	60.70	75.88
C13 / V2	31.19	35.09	35.87	36.80	38.99	40.55	46.79	62.38	77.98
C12 / V3	32.31	36.35	37.16	38.13	40.39	42.00	48.47	64.62	80.78
C11 / V4	33.38	37.55	38.39	39.39	41.73	43.39	50.07	66.76	83.45
C10 / V5	35.15	39.54	40.42	41.48	43.94	45.70	52.73	70.30	87.88
C9 / V6	36.25	40.78	41.69	42.78	45.31	47.13	54.38	72.50	90.63
C8 / V7	37.35	42.02	42.95	44.07	46.69	48.56	56.03	74.70	93.38
C7	38.35		44.10			49.86	57.53	76.70	95.88
V8	38.45	43.26		45.37	48.06	49.99	57.68	76.90	96.13
C6 / V9	40.29	45.33	46.33	47.54	50.36	52.38	60.44	80.58	100.73
C5 / V10	41.13	46.27	47.30	48.53	51.41	53.47	61.70	82.26	102.83
C4 / V11	42.23	47.51	48.56	49.83	52.79	54.90	63.35	84.46	105.58
C3 / V12	44.44	50.00	51.11	52.44	55.55	57.77	66.66	88.88	111.10
C2(a) / V13	45.54	51.23	52.37	53.74	56.93	59.20	68.31	91.08	113.85
C2(b) / V14	47.54	53.48	54.67	56.10	59.43	61.80	71.31	95.08	118.85

Classification¹ **Hourly Rate**
% of casual minimum hourly rate²
(inclusive of 25% casual loading in accordance with clause 11.1(a))

100% 112.5% 115% 118% 125% 130% 150% 200% 250%
 \$ \$ \$ \$ \$ \$ \$ \$ \$

Driver classifications

D1	33.81	38.04		39.90	42.26	43.95	50.72	67.62	84.53
D2	34.21	38.49		40.37	42.76	44.47	51.32	68.42	85.53
D3	34.63	38.96		40.86	43.29	45.02	51.95	69.26	86.58
D4	35.11	39.50		41.43	43.89	45.64	52.67	70.22	87.78

¹ Rates in bold are for Vehicle Manufacturing employees covered by clause 4.8(a)(xi) only.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.3.1 and C.3.2.

(b) Casual rates—inclusive of 17.5% casual loading for certain vehicle manufacturing employees in the technical field covered by clause 4.8(a)(xi). See clause 11.1(e) and clause 48.1.

(Operative date: First full pay period on or after 1 July 2025)

Classification **Hourly Rate**
% of casual minimum hourly rate¹
(inclusive of 17.5% casual loading in accordance with clause 11.1(e))

100% 112.5% 118% 125% 130% 150% 200% 250%
 \$ \$ \$ \$ \$ \$ \$ \$ \$

V1	28.53	32.10	33.67	35.66	37.09	42.80	57.06	71.33
V2	29.32	32.99	34.60	36.65	38.12	43.98	58.64	73.30
V3	30.37	34.17	35.84	37.96	39.48	45.56	60.74	75.93
V4	31.37	35.29	37.02	39.21	40.78	47.06	62.74	78.43
V5	33.04	37.17	38.99	41.30	42.95	49.56	66.08	82.60
V6	34.08	38.34	40.21	42.60	44.30	51.12	68.16	85.20
V7	35.11	39.50	41.43	43.89	45.64	52.67	70.22	87.78
V8	36.14	40.66	42.65	45.18	46.98	54.21	72.28	90.35
V9	37.87	42.60	44.69	47.34	49.23	56.81	75.74	94.68
V10	38.66	43.49	45.62	48.33	50.26	57.99	77.32	96.65
V11	39.69	44.65	46.83	49.61	51.60	59.54	79.38	99.23
V12	41.77	46.99	49.29	52.21	54.30	62.66	83.54	104.43
V13	42.81	48.16	50.52	53.51	55.65	64.22	85.62	107.03
V14	44.69	50.28	52.73	55.86	58.10	67.04	89.38	111.73

¹ Rates in table are calculated based on the minimum hourly rate, see clauses C.3.1 and C.3.2.

Schedule D—Summary of Monetary Allowances

D.1 Wage-related allowances

D.1.1 The wage-related allowances in this award are based on the standard rate defined in clause 2—Definitions as the minimum hourly rate prescribed for the C10/V5 level in clause 20.1 = **\$28.12**.

(Operative date: First full pay period on or after 1 July 2025)

D.1.2 Wage-related allowances

(Operative date: First full pay period on or after 1 July 2025)

See clause 30—Allowances and special rates for details of wage-related allowances payable under this award. In addition, clause 54—Allowances and related matters—vehicle manufacturing employees deals with certain additional or alternative wage-rated allowances for vehicle manufacturing employees covered by clause 4.8(a)(xi) of the award.

Allowance	Clause	% of standard rate	\$	Payable
Leading hand allowance—In charge of 3-10 employees ¹	30.2(a)(i)	166.3	46.76	per week
Leading hand allowance—In charge of 11-20 employees ¹	30.2(a)(i)	248.4	69.85	per week
Leading hand allowance—In charge of more than 20 employees ¹	30.2(a)(i)	316.2	88.92	per week
Ship repairing—Tradespersons ¹	30.2(b)(i)	75.5	21.23	per week
Ship repairing—All other employees ¹	30.2(b)(i)	61.1	17.18	per week
Technical computing equipment ¹	30.2(e)(i)	196.5	55.26	per week
Supervisor/Trainer/Coordinator—Technical allowance ¹	30.2(f)(i)			107% of the minimum rate applicable to the employee's technical classification

Allowance	Clause	% of standard rate	\$	Payable
Artificial fertilisers and chemicals–Industry allowance–work in relation to fertilisers and related activities (other than acid) ¹	30.2(g)(i)	40.1	11.28	per week
Artificial fertilisers and chemicals–Industry allowance–otherwise ¹	30.2(g)(i)	52.7	14.82	per week
Artificial fertilisers and chemicals–General duties ¹	30.2(g)(ii)	7.2	2.02	per day
Artificial fertilisers and chemicals–Acid production and related activities ¹	30.2(g)(ii)	11.5	3.23	per day
Artificial fertilisers and chemicals–Fertiliser production and despatch ¹	30.2(g)(ii)	12.3	3.46	per day
First aid allowance	30.3(b)	75.6	21.26	per week
Engine driver and fireperson–Attending to refrigeration compressors	30.3(g)(i)	159.7	44.91	per week
Engine driver and fireperson–Attending to an electric generator or dynamo exceeding 10 kW capacity	30.3(g)(i)	159.7	44.91	per week
Engine driver and fireperson–Being in charge of plant	30.3(g)(i)	159.7	44.91	per week
Engine driver and fireperson–Attending to a switchboard where the generating capacity is 350 kW or over	30.3(g)(i)	49.8	14.00	per week
Cleaner, greaser or oiler allowance	30.3(h)	148.0	41.62	per week
Manganese dioxide and other pigments allowance–First 2 hours	30.3(i)(i)	8.5	2.39	per hour

Allowance	Clause	% of standard rate	\$	Payable
Manganese dioxide and other pigments allowance—More than 2 hours	30.3(i) (ii)	60.3	16.96	per day
Inspector's allowance (paid in excess of rate payable to employee whose work is inspected) ²	54.2	155.04	43.60	per week
Carpenter's allowance ²	54.3	1.25	0.35	per hour

¹ These allowances apply for all purposes of this award.

² These allowances only apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

D.1.3 Wage-related allowances—Special rates *(Operative date: First full pay period on or after 1 July 2025)*

See clause 30—Allowances and special rates for details of wage-related allowances—special rates payable under this award. In addition, clause 53—Allowances and related matters—vehicle manufacturing employees deals with certain additional or alternative wage-rated allowances for vehicle manufacturing employees covered by clause 4.8(a)(xi) of the award.

Allowance	Clause	% of standard rate	\$	Payable
Cold places allowance	30.4(c)(i)	2.8	0.79	per hour
Hot places allowance—Between 46 and 54 degrees Celsius	30.4(d)(i)	2.9	0.82	per hour
Hot places allowance—In excess of 54 degrees Celsius	30.4(d)(i)	3.8	1.07	per hour
Wet places allowance	30.4(e)(i)	2.9	0.82	per hour
Confined spaces allowance	30.4(f)	3.8	1.07	per hour
Dirty work—other than ship repair work	30.4(g)(i)	2.9	0.82	per hour
Dirty work—ship repair work	30.4(g)(ii)	3.8	1.07	per hour
Height money	30.4(h)	2.1	0.59	per hour

Allowance	Clause	% of standard rate	\$	Payable
Meat digesters and oil tanks allowance	30.4(i)	2.9	0.82	per hour
Sanitary works allowance	30.4(j)	2.0	0.56	per hour
Insulation materials allowance	30.4(k)(i)	3.8	1.07	per hour
Slaughtering yards allowance	30.4(l)	2.1	0.59	per hour
Boiler repairs—smoke boxes, fire-boxes, furnaces etc.	30.4(m)(i)	2.1	0.59	per hour
Boiler repairs—repairs on oil fired boilers etc.	30.4(m)(ii)	7.4	2.08	per hour
Underground mine work - % of appropriate classification	30.4(n)	-	12%	for the time spent working underground
Explosive powered tools	30.4(o)	7.5	2.11	per day
Ships in dock	30.4(p)	2.1	0.59	per hour
Foundry allowance	30.4(q)(i)	2.2	0.62	per hour
Boiling down works	30.4(r)	2.1	0.59	per hour
Lead works	30.4(s)	2.1	0.59	per hour
Handlers of carbon black	30.4(t)(i)	4.8	1.35	per hour
Installing or repairing belting underground in mines	30.4(u)	1.5	0.42	per hour
Processing free coal dust	30.4(v)	2.1	0.59	per hour
Boiler cleaning—engine driver	30.4(w)(ii)	8.2	2.31	per hour
Foreign rock—Rock phosphate, superphosphate and mixed manure sections receiving ex ship or railway truck	30.4(y)	33.6	9.45	per week
Foreign rock—Handling rock phosphate to crushers and all other employees in the rock phosphate section	30.4(y)	31.8	8.94	per week
Foreign rock—Mixing superphosphate	30.4(y)	31.8	8.94	per week

Allowance	Clause	% of standard rate	\$	Payable
Foreign rock—Excavating bins, and the manufacture or excavating of superphosphate until dumped on the heap for curing	30.4(y)	20.7	5.82	per week
Foreign rock—The handling of superphosphate from the heap until loading in wagons or trucks for despatch, etc	30.4(y)	12.6	3.54	per week
Farmers' own bags—Sorting, branding, bagging, etc	30.4(z)	2.5	0.70	per day
Farmers' own bags—Loading double-handling into railway or other trucks, etc	30.4(z)	4.6	1.29	per day
Farmers' own bags—Loading single-handling into railway or other trucks, etc	30.4(z)	6.2	1.74	per day
Soda ash	30.4(aa)	8.8	2.47	per hour
Raw materials	30.4(bb)	3.3	0.93	per hour
Skimming and floater setting—flat glass tank	30.4(cc)	12.6	3.54	per half hour
Glass furnace regenerators	30.4(dd)	69.4	19.52	per day
Float glass furnace repair - % of the minimum rate applicable to the employee	30.4(ee)	-	100%	for the time so engaged
Jack bolt tensioner	30.4(ff)	37.6	10.57	per shift or part thereof
Loading and unloading away from employer's premises	30.4(gg)	37.6	10.57	per shift or part thereof
Glass or slag wool ¹	54.5	3.69	1.04	per hour
Handling garbage ¹	54.6	2.86	0.80	per hour
Boiler house employees ¹	54.7	5.78	1.63	per hour
Fork-lift or cranes allowance ¹	54.8	11.02	3.10	per day

¹ These allowances only apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

D.1.4 Automatic adjustment of wage-related allowances

The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.

D.2 Expense related allowances

D.2.1 See clause 30—Allowances and special rates for details of expense-related allowances payable under this award. In addition, clauses 54.1 and 57.4 deal with certain alternative expense-related allowances for vehicle manufacturing employees covered by clause 4.8(a)(xi) of the award.

(Operative date: First full pay period on or after 1 July 2025)

Allowance	Clause	\$	Payable
Tool allowance—tradespersons and apprentices ¹	30.2(c)(ii)	17.90 ²	per week
Tool allowance—carpenter or joiner or shipwright/ boatbuilder ¹	30.2(d)(ii)	33.88	per week
Vehicle allowance	30.3(a)	0.98	per km
Meal allowance	30.3(c)(ii)	18.38	per occasion
Handlers of carbon black—overall allowance	30.4(t)(ii)	0.35	per day
Expenses—meal	30.5(f)(ii)	18.38	per meal
Tool allowance—tradesperson ³	54.1(a)	17.92	per week
Tool allowance—apprentices—level 1 or 1 st year ³	54.1(b)	7.58	per week
Tool allowance—apprentices—level 2 or 2 nd year ³	54.1(b)	9.81	per week
Tool allowance—apprentices—level 3 or 3 rd year ³	54.1(b)	13.48	per week
Tool allowance—apprentices—level 4 or 4 th year ³	54.1(b)	15.83	per week
Meal allowance ³	57.4(a)	17.93	per meal

¹ These allowances apply for all purposes of this award.

² Tool allowance for apprentices is calculated as a percentage of this amount. See clause 30.2(c)(v) for calculating the tool allowance for apprentices.

³ These allowances only apply to vehicle manufacturing employees covered by clause 4.8(a)(xi).

D.2.2 Adjustment of expense-related allowances

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

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

Schedule E–Supported Wage System

Australian Industry Group annotation

Supported wage system – Schedule E

Schedule E of the award contains provisions relating to the employment of persons with a disability in circumstances where the employee cannot work at full award wages because of the disability.

The wage paid to an approved Supported Wage employee is a percentage of the relevant award minimum wage based upon an independent assessment of the employee's 'productive capacity' to perform the role. For example, an employee with an 'assessed capacity' of 60% can be paid 60% of the relevant minimum wage for the classification in this award.

This scheme is aimed at obtaining employment for persons with disabilities. Clause E.3.2 of the schedule makes clear that this system cannot be used for an existing employee who has a workers' compensation claim and/or is undergoing rehabilitation in relation to an injury or illness incurred in the course of employment.

The application, assessment and approval process plus other relevant provisions are set out in Schedule E.

JobAccess is a federal government agency that coordinates the application and approval process and provides a number of tools, information kits and access to funding to assist an employer recruit, induct and make any necessary workplace adjustments for a supported wage employee. Members are advised to go to www.jobaccess.gov.au prior to proceeding with any arrangement to engage an employee with a disability under the 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 rates means the minimum rates prescribed in this award for the class of work for which an employee is engaged.

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

Assessed capacity (clause E.5)	Relevant minimum rates
%	%
10	10
20	20
30	30
40	40
50	50
60	60

Assessed capacity (clause E.5)	Relevant minimum rates
%	%
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than **\$109** per week. (*Operative date: First full pay period on or after 1 July 2025*)

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

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

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

E.10.3 The minimum amount payable to the employee during the trial period must be no less than **\$109** per week. (*Operative date: First full pay period on or after 1 July 2025*)

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

Australian Industry Group annotation

School-based Apprentices – Schedule F

Schedule F applies to school-based apprentices. A school-based apprentice is an employee engaged to complete a formalised training arrangement whilst simultaneously undertaking secondary education. Schedule C provides for specific terms and entitlements for school-based apprentices.

Where a school-based apprentice is a full-time student, the time spent in off-the-job training must be 25% of the actual hours worked on the job. Such off-the-job training must be paid and must be delivered by a Registered Training Organisation.

A school-based apprentice will progress through the relevant apprentice wage scale contained in the award at a rate of 12 months for two years of actual employment. This slower progression factors in the lower number of hours spent on the job and in approved training.

All the terms and benefits of the award apply to school-based apprentices on a pro-rata basis, unless otherwise stated.

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training contract for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum rates for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of clause F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule G–National Training Wage

Australian Industry Group annotation

National Training Wage – Schedule G

Schedule G provides the minimum wage and other employment conditions for trainees. This Schedule needs to be read in conjunction with other terms and conditions of the award unless specifically stated otherwise.

Schedule G applies to an employee who is undertaking a traineeship and whose training package and AQF certificate level has been recognised in clause G.6.1.

Trainees under this award may only be engaged in a full-time or part-time capacity. Special provisions can apply to part-time trainees so particular care should be taken to comply with the provisions of Schedule G for such employees.

The Australian Industry Group’s Apprentice and Trainee Centre (ATC) provides everything an organisation needs to take on an apprentice or trainee. More information can be found on the [ATC website](#), or by calling 1300 761 944.

G.1 Definitions

G.1.1 In this schedule:

adult trainee means a trainee who would qualify for the highest minimum rates in wage level A or B if covered by that wage level.

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

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

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

*Training and Workforce Development Act 2013 (Tas);
Vocational Education and Training Act 1996 (WA);
Further Education and Training Act 2014 (Qld).*

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

- (a) has been approved by the relevant State or Territory training authority; and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) leads to an AQF certificate level qualification.

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

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee.

wage level A or B see clause G.4.

Year 10 includes any year before Year 10.

G.1.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

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

G.2 Coverage

G.2.1 Subject to clauses G.2.2 to G.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause G.6 or by clause G.4.4.

G.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause G.6.

G.2.3 This schedule does not apply to:

- (a) the apprenticeship system; or
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages that are not identified as appropriate for a traineeship.

G.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

G.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

G.3 Types of traineeship

The following types of traineeship are available:

G.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;

G.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

- (a) wholly on the job; or
- (b) partly on the job and partly off the job; or
- (c) wholly off the job.

G.4 Minimum rates

G.4.1 Minimum weekly rates for full-time traineeships

(Operative date: First full pay period on or after 1 July 2025)

(a) Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause G.6.1 is the weekly rate specified in column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I-III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in column 1.

Table 1–Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I-III traineeship)

Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	412.70	454.40	540.50
Plus 1 year out of school	454.40	540.50	629.00
Plus 2 years out of school	540.50	629.00	732.00
Plus 3 years out of school	629.00	732.00	838.00
Plus 4 years out of school	732.00	838.00	
Plus 5 or more years out of school	838.00		

NOTE: See clause G.4.3 for other minimum rates provisions that affect clause G.4.1(a).

(b) Wage Level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause G.6.2 is the weekly rate specified in Column 2 of **Table 2–Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I-III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2–Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I-III traineeship)

Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	412.70	454.40	526.70
Plus 1 year out of school	454.40	526.70	605.90
Plus 2 years out of school	526.70	605.90	710.60
Plus 3 years out of school	605.90	710.60	810.40
Plus 4 years out of school	710.60	810.40	
Plus 5 or more years out of school	810.40		

NOTE: See clause G.4.3 for other minimum rates provisions that affect clause G.4.1(b).

(c) AQF Certificate Level IV traineeships

- (i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in column 2 or 3 of **Table 3–Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in column 1:

Table 3–Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
A	869.80	902.80
B	841.20	873.20

NOTE: See clause G.4.3 for other minimum rates provisions that affect clause G.4.1(c).

G.4.2 Minimum hourly rates for part-time traineeships

(Operative date: First full pay period on or after 1 July 2025)

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause G.6.1 is the hourly rate specified in column 2 of **Table 4–Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I-III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in column 1.

Table 4—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I-III traineeship)

Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	13.57	14.95	17.77
Plus 1 year out of school	14.95	17.77	20.69
Plus 2 years out of school	17.77	20.69	24.07
Plus 3 years out of school	20.69	24.07	27.57
Plus 4 years out of school	24.07	27.57	
Plus 5 or more years out of school	27.57		

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(a).

(b) Wage Level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause G.6.2 is the hourly rate specified in Column 2 of **Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I-III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I-III traineeship)

Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	13.57	14.95	17.34
Plus 1 year out of school	14.95	17.34	19.93
Plus 2 years out of school	17.34	19.93	23.38
Plus 3 years out of school	19.93	23.38	26.66
Plus 4 years out of school	23.38	26.66	
Plus 5 or more years out of school	26.66		

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(b).

(c) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to wage levels A or B by clause G.6 is the hourly rate in column 1 or 2 of **Table 6–Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I-III traineeship)** according to the year of schooling of the trainee.

Table 6–Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I-III traineeship)

Year 11 or lower	Year 12
per hour	per hour
\$	\$
13.57	14.95

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(c).

(d) AQF Certificate Level IV traineeships

- (i)** The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii)** The minimum hourly rate for a part-time adult trainee undertaking a part-time AQF Certificate Level IV traineeship is the hourly rate in column 2 or 3 of **Table 7–Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**, according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in column 1:

Table 7—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
A	28.62	29.69
B	27.68	28.72

NOTE: See clause G.4.2(e) for calculating the actual minimum rates. See also clause G.4.3 for other minimum rates provisions that affect clause G.4.2(d).

(e) Calculating the actual minimum rates

- (i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses G.4.2(a) to (d) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses G.4.2(a) to (d) applies to each ordinary hour worked by the trainee.
- (iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses G.4.2(a) to (d) minus 20% applies to each ordinary hour worked by the trainee.

G.4.3 Other minimum rates provisions

- (a) Clause G.4.3 applies despite anything to the contrary in clause G.4.2 or G.4.4.
- (b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.
- (c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause G.4.3(b) casual loadings are to be disregarded.

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

G.4.4 Default wage rate

The minimum rate for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause G.6 is the relevant minimum rate under this schedule for a trainee undertaking an AQF Certificate to Level I-III traineeship whose training package and AQF certificate level are allocated to wage level B.

G.5 Employment conditions

- G.5.1** A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.
- G.5.2** A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- G.5.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- G.5.4** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is wholly off-the-job is determined by clauses G.4.2(e)(ii) and (iii) and not by clause G.5.3.
- G.5.5** Subject to clause G.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

G.6 Allocation of traineeships to wage levels

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

G.6.1 Wage level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Business Services	I, II, III
Chemical, Hydrocarbons & Refining	I, II, III
Electrotechnology	I, II, III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Metal and Engineering (Technical)	III
Plastics, Rubber and Cablemaking	III
Telecommunications	II, III
Training and Assessment	III
Transport and Logistics	III

G.6.2 Wage level B

Training package	AQF certificate level
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Caravan Industry	II, III
Furnishing	I, II, III
Manufactured Mineral Products	II
Metal and Engineering (Production)	II, III
Plastics, Rubber and Cablemaking	II
Transport and Logistics	I, II

Schedule H–Agreement for Time Off Instead of Payment for Overtime

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule I—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J–Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__

Guidance Notes

Guidance Note **Allowances and Special Rates**

Generally, employees may be entitled to an allowance or special rate where they undertake certain tasks, have a particular skill or work in unusual conditions. The payment of an allowance or special rate is in addition to the minimum wage payable to an employee for the class of work being performed.

The *Manufacturing and Associated Industries and Occupations Award 2020* (the award) contains a number of allowances and special rates. Clause 30 of the award should be carefully considered to determine if an allowance or special rate applies to an employee.

Care should be taken to ensure that the allowance is paid at the correct frequency. The award specifies that some allowances are to be paid per occasion, some to be paid hourly and others to be paid weekly. Under the award, some allowances are also payable during a period of annual leave (see clause 34.3).

Under the award, allowances and special rates are divided into three categories: all-purpose (clause 30.2), other allowances (clause 30.3), and special rates (clause 30.4) which are outlined below.

What is an all-purpose allowance?

An all-purpose allowance is distinct from 'other allowances' and 'special rates' because an all-purpose allowance forms part of the employee's ordinary hourly rate of pay, and other award entitlements, such as overtime and weekend penalties, are calculated on the compounded rate of pay.

Example - Leading hand allowance

John is an employee at XYZ Pty Ltd. John's base rate of pay is \$1014.70 per week, based on a 38 hour week. John is also a leading hand in charge of 5 employees, so is paid a leading hand allowance, which is an all-purpose allowance under the award.

The allowance under the award for a leading hand in charge of 3 to 10 employees is \$46.76 per week as at 1 July 2025.

As the leading hand allowance is 'all-purpose', the allowance will have to be added to John's ordinary rate of pay when calculating award entitlements, such as overtime and shift allowances.

John's ordinary rate of pay is therefore:

$$\begin{aligned} & \text{Base weekly rate of pay (\$1014.70) + Leading hand allowance (\$46.76)} \\ & = \$1061.46 \text{ per week} \end{aligned}$$

Therefore John's ordinary hourly rate is:

$$= \$27.93 \text{ per hour } (\$1061.46 \div 38 \text{ ordinary hours})$$

Later in the week, John performs one hour of overtime. The overtime rate is 150%. To calculate John's overtime rate, John's ordinary hourly rate is multiplied by time and a half (or 150%).

$$\begin{aligned} & \text{Ordinary hourly rate (\$27.93) } \times 150\% \\ & = \$41.90 \text{ per hour} \end{aligned}$$

Other allowances

Other allowances under the award are not all-purpose. These 'other allowances' are listed in clause 30.3 of the award. Examples of other allowances include a per kilometre vehicle allowance payable to an employee who is required to use their own vehicle in the performance of his/her duties and a first aid allowance.

Example - First aid allowance

Sandra holds a current first aid certificate from the St John Ambulance and had been appointed as a first aid officer at her workplace. Clause 30.3(b) provides that Sandra is entitled to be paid \$21.26 per week in first aid allowance.

As this is not an all-purpose allowance, it does not count as part of her ordinary hourly rate for the purposes of overtime or other penalty rates.

Special rates

Special rates under this award are not all-purpose. The special rates are listed in clause 30.4 of the award. It is important to note that the special rates are divided into 'cumulative' and 'not cumulative'. Where a special rate is specified as 'not cumulative', this means that where an employee is entitled to more than one of the special rates, the employer need only pay the highest of the applicable special rates. Care should be taken to ensure that the allowance is applied for the correct frequency when paying it to the employee.

Allowances for transfers, travelling and working away from usual place of work

Travelling time payment

Travelling time for the purpose of the allowance in the award must be differentiated from travel during a working day. The travelling time payment in clause 30.5 only applies where an employee starts or finishes work away from their usual workplace. In that case, the employee has not started work yet, so the travelling time payment may apply.

By contrast, where an employee starts at a site and then subsequently travels to another site in the course of their working day, that time spent travelling counts as time worked, and is paid at the appropriate rate.

The rate of pay for travelling time is set out in clause 30.5(e) of the award. The rate of pay for travelling time is the ordinary hourly rate when the travel occurs Monday through Saturday. For travel on Sundays and public holidays, the rate of pay for travelling time is 150%. There is a maximum cap of 12 hours on travelling time payable under the award for each 24 hour period.

It is important to note that as travelling time is not considered as time worked, time spent travelling does not count for the purpose of calculating overtime.

Example:

On Monday, John is required by his employer to work at a different work location for the day. It takes 3 hours to travel from John's usual workplace to the temporary work location. John arrives at the temporary work location, works for 7.6 hours, then returns to his usual workplace.

As travel time is to be paid at the ordinary hourly rate, John is entitled to be paid his ordinary rate of pay for the 3 hours of travel time to the temporary work location, and for the 3 hours return travel time to his usual workplace.

As travel time is not counted as time worked, and, is therefore not taken into account when calculating overtime, John is entitled to be paid his ordinary rate of pay for the 7.6 hours actually spent carrying out his work duties at the temporary location.

Distant work

Employees required by their employer to work and remain temporarily away from their usual residence are entitled to the following expense related allowances:

- All fares reasonably incurred;
- Reasonable expenses incurred while travelling including an allowance for each meal; and
- A reasonable allowance to cover the cost incurred for board and lodging.

Note that there is no amount specified in the award for the allowance to cover board and lodging. The amount must be 'reasonable', so may vary depending on the circumstances and the expenses employees are expected to meet while away.

Employees are also entitled to be paid travelling time for all necessary travel between their usual workplace and the temporary work location. If the distance work continues for more than 4 weeks then the employee is entitled to a return fare back to their usual place of residence, unless the distant work is inherent to the normal duties of the employee.

Record keeping requirements for allowances

Where an allowance or special rate is paid to an employee, the [Fair Work Regulations 2009](#) require that all separately identifiable entitlements be set out in pay records and on an employee's pay slip.

Guidance Note **Annual Leave**

What is the entitlement to annual leave?

Annual leave under the *Manufacturing and Associated Industries and Occupations Award 2020* (the award) is specified under clause 34. Clause 34.1 of the award incorporates the annual leave provisions from the National Employment Standards (the NES) under the *Fair Work Act 2009* (the Act). Under the NES, employees who are not shiftworkers (as defined) are entitled to 4 weeks of paid annual leave per year.

Casual employees are not entitled to annual leave. Note however that in recent times, there has been some dispute about the definition of a 'casual employee.' See [Guidance Note - Casual Employees](#) for more details.

Certain seven day shiftworkers that meet the definition of 'shiftworker' under clause 34.2 of the award are entitled to an additional week of leave per year, bringing the total entitlement to 5 weeks per year.

How does annual leave accrue?

The award stipulates that annual leave is provided for under the NES, and therefore annual leave accrues progressively for 'service' completed with an employer.

Section 22 of the [Act](#) defines 'service', and states that service includes time spent with the employer, but does not include any excluded periods.

Excluded periods are defined by section 22(2) as:

- any period of unauthorised absence; or
- any period of unpaid leave or unpaid authorised absence, other than:
 - o community service leave;
 - o a period of stand down under an enterprise agreement or a contract of employment; or
 - o any period prescribed by the *Fair Work Regulations 2009*.

Payment for annual leave

It should be noted that the award provides a different entitlement for payment of annual leave than the NES and most other modern awards.

The NES provides that annual leave is paid at an employee's current 'base rate of pay' for their ordinary hours of work during the period of their annual leave.

Instead, under the award the employee must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had they not been on annual leave. This amount includes:

- any allowances, penalties and loadings payable for all purposes of the award (for information about all-purpose allowances, see *Guidance Note - Allowances and Special Rates*);
- first aid allowance; and
- any other wages payable under the employee's contract of employment, including any over-award payment.

Where applicable, any higher duties rate an employee is receiving will need to be paid for the annual leave period.

However, the annual leave payment will **exclude** 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.

Annual leave loading

The award provides for the payment of annual leave loading. Annual leave loading is not an entitlement in the NES and is provided as an additional entitlement under the award. Generally, annual leave loading will be 17.5% of the rate the employee would have received if the employee had not been on leave.

However, there are some situations that the award will provide a more generous entitlement than the 17.5% loading. These situations are:

- Employees who ordinarily work on weekends will have an entitlement to the weekend penalty rates instead of the 17.5% loading where the entitlement to the weekend penalty rates would be more generous than the 17.5% loading for that period of annual leave.
- Employees who would have worked shiftwork were they not on leave would be entitled to a leave loading equivalent to the appropriate shift loading (including weekend penalty rates - if relevant) instead of the 17.5% leave loading where the entitlement to the shift loading would be more generous than the 17.5% loading.

Accordingly, care should be taken when calculating the value of an employee's annual leave payment if the employee ordinarily carries out weekend work and/or shiftwork.

It is important to be aware that the amount of leave loading is expressed as during the 'period of leave' and is not calculated on a day-by-day calculation.

Example

Sandra's ordinary hours of work are 7.6 hours per day Tuesday to Saturday, and is paid an hourly rate of \$25.85. Sandra applies for a week of annual leave. Under clause 34.4, the annual leave loading is based on whichever is greater for the period of leave, 17.5% on the entire period or 50% applied to the Saturday hours.

Option 1: 17.5% applied to the whole period of leave:

$38 \times \$25.85 = \982.30 per week

17.5% leave loading on this amount = **\$171.90**

Option 2: With the Saturday penalty applied to period of leave:

30.4 hours Tues-Fri at 0% loading

50% loading applied on Saturday = $\$25.85 \times 50\% \times 7.6$ hours
= **\$98.23**

In this case, 17.5% applied to the period of leave is greater than the amount of weekend penalty that would be earned during the period of leave, so the 17.5% loading is the applicable rate.

What happens to the entitlement to annual leave on termination of employment?

When an employee is dismissed or resigns (i.e. a termination of employment occurs), the employer must pay out any unused accrued annual leave to the employee. The payment for the accrued leave must be the amount that would have been payable to the employee had the employee taken that period of leave. This means that entitlements such as annual leave loading will apply to the amount payable on termination.

Can an employee take annual leave in advance?

Clause 34.12 enables an employer and employee to agree to the employee taking a period of annual leave in advance of the leave accruing.

The agreement must be in writing, and:

- state the amount of leave to be taken in advance and the date on which the leave is to commence; and
- be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

An example of the type of agreement which meets the requirements of the clause is included in [Schedule I](#) of the award.

The employer must keep a copy of any agreement as an employee record.

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 reached under the relevant clause, the employer may deduct the relevant amount from any money due to the employee on termination.

Is an employee allowed to 'cash out' their entitlement to annual leave?

Cashing out leave refers to circumstances where an employee receives payment for a period of leave without actually taking the leave. Cashing out annual leave is inconsistent with the longstanding view that the purpose of annual leave is to allow an employee to take a break from work. As a result, the ability to cash out annual leave is limited in the [Act](#) and the award.

The [Act](#) states that annual leave, for an award-covered or enterprise-agreement covered employee, must not be cashed out unless it is in accordance with a term in the relevant modern award or enterprise agreement. The award contains a term that permits cashing out in clause 34.13.

Clause 34.13 allows an employer and an employee to agree in writing to cashing out annual leave, subject to a number of requirements including:

- That agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks;
- Each cashing out of a particular amount of paid annual leave must be the subject of a separate written agreement
- The agreement in writing must state:
 - o the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - o the date on which the payment is to be made;
- The agreement 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;
- 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; and
- The employer must keep a copy of any written agreement to cash out as an employee record.

Employers should note the annual leave entitlement that is cashed out does not count as service. This means that leave (such as annual leave and personal/carer's leave) does not accrue on the annual leave entitlement that is cashed out. Under the Superannuation Guarantee legislation, superannuation is payable on leave entitlements that are cashed out during the employment.

An example of the type of agreement which meets the requirements of the clause is included in [Schedule J](#) of the award.

When may an employer direct an employee to take annual leave?

The award allows an employer to direct an employee to take annual leave in two situations: when there is an excessive leave accrual, and when an annual shutdown is required.

1) Excessive leave

What is considered 'excessive leave'?

Under the award, an employee is defined as having an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for certain shift workers).

What are the requirements when dealing with excessive leave accrual?

When dealing with excessive leave accruals there are a number of relatively complex provisions which apply to employers:

- 1) 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.
- 2) If an employer has genuinely tried to reach agreement with an employee but agreement is not reached, the employer may direct the employee in writing to take one or more periods of paid annual leave, provided that:
 - it would not result in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks;
 - the amount of leave the employee is directed to take must not be less than one week;
 - the employee must be given at least 8 weeks, and at most 12 months of notice before the leave must be taken;
 - A direction by the employer must not be inconsistent with any leave arrangement agreed by the employer and employee; and
 - An employee to whom a direction has been given may request to take a period of paid annual leave as if the direction had not been given.

Example

John has been working for his employer for exactly 3 years and in that time has only taken 2 weeks of annual leave. Accordingly, John's current balance of annual leave is 10 weeks.

John's employer talks to John about the fact that he has not taken leave in a while, but John says he is saving his leave for a 'rainy day' and he does not agree with his employer's suggestion that he should take some of his accrued annual leave.

John's employer decides to direct John to take 2 weeks of annual leave commencing 10 weeks from the date of the written direction being given.

As the employer provided correct notice and written confirmation, John is required to take the directed annual leave unless he and his employer reach a suitable alternative arrangement.

2) Direction to take annual leave during shutdown

An employer may direct employees to take annual leave during a shutdown under the award if the employer gives the employees concerned not less than 28 days' notice of the shutdown. The direction by the employer must be in writing and must be reasonable. Effective 1 May 2023, significant changes were made to the annual shutdown provisions of the award.

How many shutdown periods are allowed per year?

Under the revised provision, there is no limitation on the frequency or length of shutdowns. Under the previous version of the subclause prior to 1 May 2023, an employer could shut down the enterprise, or part of an enterprise, for one or two separate periods in a year. The previous subclause also allowed an employer and the majority of employees to agree to three periods of shutdown per year.

What happens if an employee does not have sufficient annual leave accrued to cover the period of shutdown?

The award does not include any capacity for an employer to direct an employee to take unpaid leave during a shutdown where an employee has not accrued enough paid leave to cover the period of the shutdown.

Where employees do not have sufficient annual leave to cover the full shutdown period, employers may need to either:

- if possible, reach agreement with employees to take a period of unpaid leave;
- reach agreement with employees to take annual leave in advance;

- reach agreement with employees to use other forms of paid absence to cover the period, such as accrued rostered days off or accrued time off in lieu of overtime;
- pay employees for the shutdown period even if the employees perform no work; or
- allow employees to work.

Prior to 1 May 2023, if the employee did not have sufficient annual leave accrued to cover the shutdown, the employer could grant the employee paid leave for the period for which they have accrued sufficient leave and unpaid leave for the remainder of the shutdown.

For advice on managing annual leave and shutdown periods, members can call the Workplace Advice Line on 1300 55 66 77.

Can an employee require their employer to grant annual leave?

Section 88 of the [Act](#) states that annual leave is taken by agreement between employee and employer, but that an employer must not unreasonably refuse a request for annual leave.

This means that an employer can refuse a request for annual leave as long as there are reasonable business grounds to refuse. Examples of grounds that may warrant refusal could include where the request for leave falls during a peak production period, or where the leave would mean that the employee would not have sufficient accruals to cover an annual shutdown later in the year.

However, there is a mechanism in the award for an employee to require an employer to grant leave in clause 34.11 where an excessive amount of leave has accumulated. Under this clause, an employer must grant a request for annual leave if:

- the employee has genuinely tried to reach agreement with an employer to take a period of leave;
- the employee has given written notice to the employer requesting to take 1 or more periods of annual leave;
- the employee has had an excessive leave accrual (i.e. greater than 8 weeks of accrued leave) for more than 6 months at the time of giving the notice;
- the employer has not given a direction to take annual leave that would remove the employee's excessive leave accrual;
- the request would not result in the employee having less than 6 weeks' accrued leave;
- the request must be for at least 1 week of leave;

- the request must provide for the employee to take annual leave beginning at least 8 weeks, and at most 12 months, from the date notice is given;
- the notice by the employee must not be inconsistent with any leave arrangement agreed by the employer and employee; and
- an employee is not entitled to request more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for certain shift workers) in any period of 12 months under this provision.

Australian Industry Group's [Managing Leave Handbook](#) provides helpful and practical information on how to manage all the different forms of leave in the workplace. For further information or to purchase this publication, visit australianindustrygroup.com.au/resourcecentre/handbooks or email publications@australianindustrygroup.com.au.

Guidance Note Apprentices

What is an apprentice?

The *Manufacturing and Associated Industries and Occupations Award 2020* (the award) provides that apprentices are engaged under a training contract approved by the relevant training authority and with a qualification outcome recognised under the award.

Apprentice rates of pay apply only to an employee that has entered into an apprenticeship, or training agreement, that is recognised by an apprenticeship authority.

Apprenticeships under the award are competency based, and therefore the actual time taken to complete an apprenticeship may vary between apprenticeships. The nominal period for an apprenticeship is 4 years, expressed in stages. The factors that may influence the length of the apprenticeship are job/work experience and time spent in approved training.

Award entitlements

Apprentices are entitled to all terms and benefits of the award in full, unless specified otherwise. An example of where apprentice and employee entitlements differ is redundancy pay. This award highlights that the redundancy pay provisions in the NES do not apply to apprentices.

It is important to note that the conditions of employment for an apprentice are governed both by the award and any relevant state legislation. Where the state legislation regarding apprentices is inconsistent with the provisions of this award, the award provisions will apply.

Who qualifies as an adult apprentice under this award?

An employee who is aged 21 years or over at the time that they enter into the training arrangement is considered an adult apprentice under this award. If the apprentice turns 21 after the apprenticeship has started, they do not convert to an adult apprentice.

Generally, adult apprentices are entitled to the 'adult apprentice' wage rate in column 3 or 4 of clause 21 of the award. However, if an adult apprentice worked for the employer immediately prior to commencing his or her apprenticeship under the award, the employer must not reduce the employee's minimum rate of pay from that which applied to the employee's classification immediately prior to entering into the apprenticeship. In the circumstance where the relevant adult apprentice rate is greater than the previous rate of pay, the appropriate adult apprentice rate of pay applies.

Example

Joseph is 23 years old and works as a trades assistant. He receives the C12 rate of \$25.85 per hour. He decides to begin an apprenticeship, and his current employer agrees to take him on as an apprentice.

Normally as a stage one adult apprentice, Joseph would receive \$22.49 per hour, but because he was already employed by employer at a higher minimum rate, he will continue to be entitled to the minimum rate he received prior to commencing the apprenticeship.

Wages and allowances

The minimum wage for an apprentice is dependent on the year, or stage, and commencement date of the apprenticeship currently being completed, as set out in clause 21 of the award. These are expressed in three rates of pay tables in the award.

Clause 21.7 of the award details the conditions that must be satisfied for an apprentice to progress through each 'stage'. Progression will occur at least every 12 months, but may occur earlier if the apprentice attains the required level of competency before 12 months.

Specific rates of pay apply to a Stage 4 Higher Engineering Tradesperson apprentice and an Advanced Engineering Tradesperson apprentice. Similarly, specific rates of pay apply to an apprentice who completes a Diploma of Engineering qualification. These are provided in clauses 21.2 and 21.3.

Apprentices under this award are entitled to the allowances and special rates set out in clause 30, except where otherwise stated. For example, clause 30.6 - Training costs, does not apply to costs associated with training in connection with an apprentice's training contract; these costs are dealt with in clause 12 - Apprentices. It is important to note that apprentices are entitled to be paid the allowances in full, unless otherwise stated. As an example, the tool allowance in clause 30.2(c) provides that an apprentice is entitled to a percentage of the tradesperson's tool allowance based on the stage of their apprenticeship.

An employee who completes their apprenticeship and subsequently works in the occupation that they were apprenticed, must be paid the relevant adult minimum wage for the classification of work being completed. This provision applies regardless of the employee being less than 21 years of age.

Overtime and shiftwork

An apprentice under 18 years of age is not required to work overtime or shift work unless the employee specifically requests to do so. Any request to do so should be assessed against the risk to the employee's safety and health/wellbeing.

No apprentice, except in an emergency, is to work, or be required to work, overtime or shift work at times that would prevent their attendance in training consistent with their training agreement.

School-based apprentices

A school-based apprentice is an apprentice who is undertaking an apprenticeship while studying at secondary school.

Special provisions apply to 'school-based apprentices', as outlined in [Schedule F](#) of the award.

Australian Industry Group Apprentice and Trainee Centre

The Australian Industry Group Apprentice and Trainee Centre (ATC) offers complete apprentice and trainee hiring and management including:

- Apprentice & trainee recruitment
- Rotation options so apprentice and trainees can gain full scope of training requirements
- Ongoing management and mentoring of training and personal development
- Progress reporting and support for upskilling of apprentices and trainees.

The ATC is a National Group Training Organisation that makes it easier for organisations to take on apprentices and trainees through a complete engagement and management support program.

From recruitment, development of training programs to fit any business, to mentoring and on-site support of apprentices to boost retention and completion, the ATC can help with any apprentice and trainee needs.

For more information please see the ATC website

<https://www.australianindustrygroupapprentices.com.au>, or call 1300 761 944.

Guidance Note **Casual Employees**

The *Manufacturing and Associated Industries and Occupations Award 2020* (the award) refers to the employment of casual employees. The most important clause for employers engaging casual employees is clause 11 of the award.

Definition of casual employee

A definition of casual employee was first introduced to the [Fair Work Act 2009](#) (the Act), on 27 March 2021. At that time, the definition required consideration of whether the employer had made an offer of employment on the basis that they make “no firm advance commitment to continuing and indefinite work according to an agreed pattern of work” and the employee accepted the offer on that basis and commenced work.

The assessment was made at the time the offer of employment was made and did not have regard to the subsequent conduct of the employer or employee. When determining if there was a “firm advance commitment”, consideration was also confined to the following prescribed factors:

- whether the person was described as a casual employee;
- whether the person was paid a casual loading or specific rate of pay under the terms of the offer or fair work instrument;
- whether the person will work as required according to the needs of the employer;
- whether the employer could elect to offer work and whether the employee could elect to reject or accept work as articulated in the offer of employment.

Determination of whether there is an absence of a “firm advance commitment”

The definition in the [Act](#) changed from 26 August 2024. While the new definition continues to characterise the relationship by reference to there being “no firm advance commitment to continuing and indefinite work” and a consideration of whether the employee is entitled to a casual loading rate or specified rate of pay under a fair work instrument or contract, the assessment is no longer confined to an assessment of the offer of employment or to the same prescribed factors.

Under the new definition there is no longer a requirement for there to be an absence of a commitment to continuing and indefinite work “according to an agreed pattern of hours”. Accordingly, an employee will not be able to be engaged as a casual where there is a commitment to ongoing work in circumstances where the actual hours worked will fluctuate or change.

The determination of whether there is an absence of a “*firm advance commitment*” for the purpose of the new definition is assessed with reference to a broader set of circumstances and on the basis of the “*real substance, practical reality and true nature of the relationship.*” While the terms of the employment contract are relevant, regard is also to be had to any mutual understanding or expectation between the employer or employee. The mutual understanding or expectation does not need rise to the level of a contractual term and may be inferred from conduct of the parties after entering the contract of employment or from how the contract is subsequently performed.

When does an employee stop being classified as a casual employee?

The following non-exhaustive prescribed factors must be considered when determining if there is an absence of a “*firm advance commitment,*” however no single factor is determinative and not all factors need to be satisfied:

- whether there is an inability of the employer to elect to offer, or not offer, work or an inability of the employee to elect to accept or reject work (and whether this occurs in practice);
- whether, having regard to the nature of the employer’s enterprise, it is reasonably likely that there will be future availability of continuing work in that enterprise of the kind usually performed by the employee;
- whether there are full-time employees or part-time employees performing the same kind of work in the employer’s enterprise that is usually performed by the employee;
- whether there is a regular pattern of work for the employee – if there is, this does not in itself indicate the presence of a firm advance commitment and a person can still be a casual employee if they otherwise establish there is no firm advance commitment.

The limitations on fixed term contracts in the [Act](#) now also apply to casual employment contracts.

If an employee meets the definition of a casual employee under the definition when they are first employed, they will remain a casual employee unless one of the following events occurs:

- The employee’s employment status is changed to full-time or part-time employment by the employee choice or transitional casual conversion process in the [Act](#).
- The Fair Work Commission (FWC) makes an order when dealing with a dispute about employee choice or transitional casual conversion under the Act, that changes the employee’s employment status from a casual employee to a full-time or part-time employee.

- The employee's employment status is changed to full-time or part-time employment under the terms of a fair work instrument that applies to the employee (e.g., a modern award or enterprise agreement).
- The employer makes an offer of full-time or part-time employment and the employee accepts the offer and starts work on that basis.

If an employee is misclassified as a casual employee at the commencement of employment they may seek remedies from a court, including a declaration that they are part-time or full-time employee and orders for compensation for any resulting underpayments. The small claims process in a Magistrates Court or the Federal Circuit and Family Court (Division 2) may be used for this purpose. If the misclassified employee was paid a casual loading in accordance with the Act and is found by the court to have been underpaid, the court may offset the underpayment by the casual loading amount but not below zero.

New sham arrangement protections have been inserted into the general protections provisions in Pt 3-2 of the FW Act. An employer must not:

- dismiss (or threaten to dismiss) an employee to engage them as a casual employee to do the same, or substantially the same, work; or
- knowingly make a false statement to persuade or influence an employee to enter into a contract for casual employment to do the same, or substantially the same, work.

If members require assistance in addressing casual employment issues, please contact the Australian Industry Group's Workplace Advice Line on 1300 55 66 77.

Casual loading

The award provides casual employees with a loading of 25% for working ordinary hours. The casual loading compensates casual employees for non-receipt of such employee benefits as annual leave, personal/carers' leave, payment for public holidays not worked, paid compassionate leave, paid jury service leave under the National Employment Standards, redundancy pay and notice of termination.

Clause 11.1 specifies that the casual loading constitutes part of the casual employee's 'all-purpose rate'.

What is an all-purpose rate?

An all-purpose rate is one that is paid for all purposes of the award. This means that effectively the casually loaded rate forms the ordinary hourly rate of pay for casual employees. There is a definition of 'casual ordinary hourly rate' in clause 2 of the award which applies for the purposes of calculated various penalties. How all-purpose rates operate are discussed in greater detail in [Guidance Note - Allowances and Special Rates](#).

Minimum engagement

A casual employee is entitled to be paid for a minimum of four hours' work on each occasion they are required to work. In order to meet their personal circumstances, a casual employee may request, and the employer may agree, to an engagement for no less than three hours.

Casual conversion to full-time or part-time employment

An entitlement to casual conversion was first included in the National Employment Standards (NES) from 27 March 2021. When first introduced as an NES entitlement, employers (other than small business employers) were required to offer conversion to permanent employment if a casual employee had been employed by the employer for a period of 12 months and, during at least the last six months of that period, the employee has worked a regular pattern of hours on an ongoing basis, unless there were reasonable grounds for the employer not to make the offer.

The casual conversion process in the NES was significantly changed effective from 26 August 2024 to an 'employee choice' system.

One notable change from the previous casual conversion process is that employers will now no longer be required to offer casual conversion to employees, subject to arrangements which are explained below and which continue the requirement for offers and the residual right to request for a transitional period. Instead, the system is based on it being the employee's choice as to whether they will notify their employer of their desire to change to part-time or full-time employment.

Employee choice notifications

Under the '**employee choice**' pathway, a casual employee is eligible to notify their employer in writing if they believe that their employment no longer satisfies the definition of casual employment under the Act and they wish to change their employment status.

To give an employee choice notification, a casual employee:

- Must have sufficient qualifying service, being at least 6 months at the time of the notification (12 months for small businesses) – which does not include service accrued before 26 August 2024; and
- Must not have, in the last 6 months:
 - o Received a response from their employer rejecting an employer choice notification;
 - o Been involved in a dispute with the employer about employee choice under the dispute resolution provisions in the NES; or

- o Been offered, given a notice of no offer, declined an offer, had a request for casual conversion refused or have had a dispute in respect of transitional casual conversion under the NES.

The employee choice pathway only has regard to service accrued on or after 26 August 2024. This means the earliest date an employee choice notification can be made is 26 February 2025 and, for employees working for a small business employer, 26 August 2025. This may be delayed further depending on what transitional casual conversion activities have taken place in the six month period prior to the notification (as set out above).

There may also be co-existing and separate casual conversion obligations under enterprise agreements which are not accounted for in the employee choice pathway. These continue to operate unless varied by the FWC on application.

Responding to an employee choice notification

Once an employee has given their employer an **employee choice** notification in writing, their employer must give a written response within 21 days accepting or rejecting the notification.

Before providing a response which either accepts or refuses the notification, employers must consult with the employee about their notification.

If the employer is **accepting** the notification, the employer must also specifically discuss the following matters with the employee and include that information in the written response:

- Whether the employee is changing to full-time or part-time employment;
- The employee's hours of work after the change takes effect; and
- The day the change takes effect (which must be the first day of the employee's next full pay period unless the employer and employee agree to another day), and

If the employer is **refusing** the notification, the written response must explain the reasons for refusing. The NES provide the following grounds for refusing a notification and the employer can rely on more than one ground:

- Having regard to the statutory definition of casual employment and the employee's current employment relationship with the employer, the employee still satisfies that definition;
- Accepting the notification would result in the employer not complying with a recruitment or selection process required by or under a law of the Commonwealth, a State, or a Territory (for example under the Public Service Act 1999 (Cth)); or

- There are “fair and reasonable operational grounds” for not accepting the notification for conversion, which might include:
 - o Substantial changes would be required to the way in which work in the enterprise is organised;
 - o there would be significant impacts on the operation of the employer’s enterprise;
 - o substantial changes (e.g., significant alterations) to the employee’s terms and conditions would be reasonably necessary to ensure the employer does not contravene a term of a fair work instrument (e.g. an award or enterprise agreement) that would apply to the employee as a full-time employee or part-time employee.

A casual employee becomes a part-time or full-time employee on and after the date specified in the employer’s response that they accept the employee choice notification. As at that date the employee ceases to be entitled to payment of a casual loading (generally 25%) and will commence accruing entitlements to which permanent employees are entitled such as paid annual leave and personal/carer’s leave.

A casual employee is not obliged to convert to permanent employment and may choose to remain as a casual employee indefinitely. In addition, while an employer may make an offer of permanent employment to a casual employee, an employer cannot require an employee to change their status to part-time or full-time employment without the employee’s agreement.

Transitional provisions for casual employees engaged before 26 August 2024

The [Act](#) provides transitional provisions for casual employees engaged before 26 August 2024.

The transitional provisions state that a continuing casual employee who met the previous definition of casual employee in the [Act](#) is taken to meet the new casual employee definition in section 15A of the [Act](#) from 26 August 2024.

In addition, the transitional provisions state that service as a casual employee before 26 August 2024 will not count towards the required 6 months (12 months for small business employers) of service to make an employee choice notification. As set out above, this means that the earliest than an employee can provide an employee choice notification to their employer is 26 February 2025 (or 26 August 2025 for small business employers).

Continuing casual employees continue to have the entitlements to casual conversion that applied before 26 August 2024 during the transitional period.

Interaction with modern awards

On 19 July, the FWC initiated proceedings to deal with the interaction of casual employment terms in modern awards with these changes. On 26 August 2024, the FWC issued a decision making minor changes to casual employment terms in modern awards which primarily amend or introduce references to the new casual employment provisions in the [Act](#).

The changes are not intended to be substantive in nature and are set out below:

- Amendments to the model conversion term to:
 - Identify the new casual conversion pathway in section 66A of the Act and replace the reference to 'offers and requests for casual employment' with a more general reference to '[c]hanges to casual employment status'.
 - Identify the new dispute resolution mechanism in sections 66M and 66MA of the [Act](#) in respect of casual conversion, in addition to the extant reference to the dispute resolution clause in the award.
- The notes in the dispute resolution term is replaced with a table referencing the dispute resolution mechanisms available under the [Act](#), including the new dispute resolution mechanism for changes to casual employment status.
- The definition of 'casual employee' is varied to include the following note, which refers to the transitional arrangements in clause 102(3) of Schedule 1 to the Act that apply to 'continuing casual employees', as follows:

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

Casual Employment Information Statement

Employers are required to provide casual employees with a Casual Employment Information Statement. Before 26 August 2024 employers were required to provide the Statement when the employee started employment with the employer.

After 26 August 2024, employers are required to provide the Statement to a casual employee multiple times as the employee reaches given periods of service. The Statement must be provided when the employee:

- Starts employment as a casual employee;
- Has been employed by the employer for a period of 6 months beginning the day the employment started (does not apply to small business employers);
- Has been employed by the employer for a period of 12 months beginning the day the employment started; and
- Reaches each subsequent period of 12 months' service (does not apply to small business employers).

The above Casual Employment Information Statement can be found at the [Fair Work Ombudsman's website](#).

For further information, the Australian Industry Group publishes a [Forms of Employment Handbook](#), providing a comprehensive and practical guide on employment options available in the workplace. For further information or to purchase this publication, visit the [Australian Industry Group website](#) or email publications@australianindustrygroup.com.au.

Guidance Note**Classification of Employees**

Classification structures are included in all modern awards and can be found in a number of different sections. Within this award, classification definitions and structures can be found in Clause 2 - Definitions, Part 4, Schedule A and Schedule B.

A classification structure categorises employees into types for the purposes of pay and other entitlements under an award. To determine an employee's classification level, it is important to consider:

- the nature of the work/duties performed by the employee;
- the employee's skills and qualifications required to perform their duties; and
- the employee's level of responsibility.

When determining the appropriate classification, this should always be based on the work that is actually being performed by the employee.

There may be more than one modern award classification that covers elements of an employee's job. In these situations, it may be appropriate to consider one or more of the following factors:

- the primary duties of an employee's job;
- an employee's expected level of competency or skill;
- an employee's degree of responsibility, judgement, autonomy and accountability;
- an employee's required level of supervision;
- whether the employee is required to supervise other staff; and
- an employee's required qualifications, experience or level of knowledge.

An employee's award classification should not be selected by comparing wage rates as an employee's classification should always be identified based on the work they do. Where an employer would like to pay an employee a higher rate than the minimum required by the award, it is more appropriate to pay the employee an above award rate than seeking to re-classify the employee if their duties have not changed.

If members require assistance in determining which modern award employees are covered by or the classification of employees, please contact the Australian Industry Group's Workplace Advice Line on 1300 55 66 77.

Guidance Note**Hours of Work and Overtime
– Day Workers**

Clause 17 of the *Manufacturing and Associated Industries and Occupations Award 2020* (the award) covers ordinary hours of work and rostering of employees. This Guidance Note relates to the hours of work for day workers. Ordinary hours of work for shiftworkers are covered by [Guidance Note - Hours of Work - Shiftworkers \(Vehicle Manufacturing\)](#) or [Guidance Note - Hours of Work \(other than Vehicle Manufacturing\)](#).

What is the maximum number of ordinary hours under the award?

For full-time employees, the maximum ordinary hours of work are 38 per week. The employee's ordinary hours must be an average of 38 per week, but cannot exceed 152 hours over a 28 day period.

What is the spread of hours for day workers?

The times at which ordinary hours are worked must fall within the spread of hours outlined in the award. Clause 17.2(d) specifies that ordinary hours must fall between 6.00am and 6.00pm.

The spread of hours may be altered by up to one hour at either end of the spread in accordance with the facilitative provisions in clause 7, provided that the consultation requirements of the award are met in relation to changes to rosters or hours of work (clause 42).

Clause 17.2(d) was varied effective 1 July 2021 to clarify how the spread of hours for day workers can be varied, by agreement with the majority of employees or an individual employee. The Fair Work Commission decided that the spread of hours can be moved forward or back by one hour but cannot be extended for any employee. For example, an employer and employees can agree to change the spread to either 5.00 am to 5.00 pm or 7.00 am to 7.00 pm.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees. For example, agreement could be reached with one employee to move the spread of hours forward by one hour and with another employee to move the spread of hours back by one hour.

Part-time workers

Special conditions apply to part-time workers under the award with respect to their ordinary hours of work and the requirement to agree to ordinary hours in writing. These conditions are detailed in clause 10 of the award. For more information, please see [Guidance Note - Part-time Employment](#).

Weekend work

In general, ordinary hours for day workers under the award must be worked between Monday and Friday. However, clause 17.2(c) allows for ordinary hours to be worked on Saturdays or Sundays by agreement between the employer and the majority of employees, or the employer and an individual employee. Agreements under this clause are subject to the facilitative provisions in clause 7.

Where such an agreement has been reached, employees who work ordinary hours on Saturday and/or Sunday will be entitled to be paid the penalty rates provided for in clause 17.2(g) of the award. That is, 150% for all ordinary hours worked on Saturday and 200% for all ordinary hours worked on Sunday.

Where agreement has not been reached to work ordinary hours on Saturday or Sunday in accordance with the award, all work performed on the weekend by a day worker will be considered overtime and must be paid at the following rates:

- 150% for the first three hours and 200% thereafter on Saturday, for a minimum of four hours; and
- 200% for all overtime performed on Sunday, for a minimum of three hours.

Public holiday work

As per clause 17.2(h), a day worker required to work on a public holiday must be paid at the rate of 250% for all time worked. Under the award an employee working on a public holiday is entitled to be paid for a minimum of three hours.

Overtime

An employee will be considered to be working overtime for any time they are working outside of ordinary hours. Generally, this will occur where:

- the employee works outside of the spread of ordinary hours set by clause 17.2(d) (6.00am-6.00pm unless modified by agreement in accordance with the award); or
- the employee works in excess of the daily maximum hours set by clause 17.2(b) (eight hours per day maximum unless modified by agreement in accordance with the award); or
- the employee works hours in excess of the weekly maximum of 38 ordinary hours (or an average of 38 hours over a 28 day work cycle); or
- the employee works on Saturday or Sunday (unless agreement is reached to work ordinary hours on Saturday or Sunday in accordance with clause 17.2(c)).

Overtime is paid at the rate of 150% for the first three hours and 200% thereafter, except where it falls on Sunday or a public holiday.

Rest breaks and meal allowances

Employees working overtime for more than four hours, or for more than one and a half hours following completion of ordinary hours must be provided with a paid rest break in accordance with clause 32.11. See the annotation for that clause for a more detailed description of the breaks to which an employee is entitled and the rates of pay for those breaks.

Meal allowances for working overtime may also need to be paid in accordance with clause 30.3(c) of the award. There are exceptions to the meal allowance being payable, i.e. in circumstances where the employee was made aware of the requirement to work overtime on the previous day or earlier, where the employee could reasonably return home for a meal and/or where the employer has provided the employee with an adequate meal.

Guidance Note**Hours of Work – Shiftworkers
(other than Vehicle Manufacturing)**

This Guidance Note details the hours of work provisions contained in the *Manufacturing and Associated Industries and Occupations Award 2020* (the award) for shiftworkers that are not covered by clause 4.8(a)(xi) of the award. Clause 4.8(a)(xi) applies to some, but not all, employees involved in vehicle manufacturing. See the [Guidance Note – Hours of Work - Shiftworkers \(Vehicle Manufacturing\)](#) for more details about the coverage of vehicle manufacturing.

This award contains many specific provisions for employees working on afternoon or night shifts.

What is an afternoon shift and night shift?

Clause 33.2(b) of the award defines afternoon shift and night shift as follows:

Afternoon shift means any shift finishing after 6.00pm and at or before midnight.

Night shift means any shift finishing after midnight and at or before 8.00am.

Note that the time that the shift finishes is based on when the ordinary hours finish, not any overtime that may occur before or after the ordinary hours.

In accordance with clause 33.2 of the award, the facilitative provisions in clause 7.3 allow agreement to be made between the employer and the majority of employees, or the employer and an individual employee, to alter the span of hours by up to one hour at either end of the spread.

Sub-clause 33.2(c) was varied effective 1 July 2021 to clarify how the span of hours for shiftworkers can be varied by agreement. The Fair Work Commission decided that the span of hours can be moved forward or back by one hour but cannot be extended for any employee.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees. For example, agreement could be reached with one employee to move the span of hours forward by one hour and with another employee to move the span of hours back by one hour.

What is the difference between a continuous shiftworker and a non-continuous shiftworker?

Continuous shiftwork means the operation of consecutive shifts throughout a period of 24 hours for at least six consecutive days. To determine whether a pattern of work satisfies the continuous shiftwork definition, the hours of operation of the business and the ordinary hours worked by employee/s must be considered carefully.

Overtime hours should not be taken into consideration to determine whether a pattern of work satisfies the definition of continuous shiftwork. It should be noted that if a business operates three 8 hour shifts making up a 24 hour roster (a day, afternoon and night shift), all shifts in the roster will be considered continuous shiftwork.

The main differences in entitlements between continuous and non-continuous shiftworkers are outlined below:

- Meal breaks:
 - Continuous shiftworkers receive a 20-minute meal break per shift which is paid as time worked (clause 18.2)
 - Non-continuous shiftworkers receive unpaid meal breaks (clause 18.1)
- Overtime rates:
 - Continuous shiftworkers are paid at 200% for all overtime hours worked (clause 32.4)
 - Non-continuous shiftworkers are paid overtime at 150% for the first three hours, then 200% thereafter (clause 32.2)
- Public holiday rates:
 - Continuous shiftworkers are paid at 200% for work on a public holiday (clause 33.2(j))
 - Non-continuous shiftworkers are paid at 250% for work on a public holiday (clause 33.2(j))
- The penalty rates for continuous shiftworkers who work on a Sunday or public holiday are determined by where the major portion of the shift falls (clause 33.2(j)).

What needs to be paid to employees working shiftwork?

The award provides for different shift allowances to be paid to shiftworkers depending on the type of shift. Particular penalty rates are payable when the shift is not a 'rostered shift' or a shift that does not continue for five successive shifts.

Shift allowances under the award are not cumulative, meaning only the most appropriate shift allowance needs to be paid to the employee at one time.

A shiftworker under the award is not entitled to be paid their shift allowance when working overtime. The appropriate overtime penalty will be applied to the shiftworker's ordinary hourly rate of pay for the class of work being performed.

Afternoon shift or alternating night shift

Where a business operates at least five successive afternoon or night shifts, or six successive afternoon or night shifts in a six day workshop, and an employee works on an afternoon or an alternating night shift at that business, the employee must be paid 115% as a shift penalty (clause 33.2(d)).

Permanent night shift

An employee must be paid 130% for time worked on night shift if:

- during a period of engagement on shift, the employee only works night shift; or
- the employee remains on night shift for a more than four consecutive weeks; or
- the employee works on a night shift which does not rotate or alternate with another shift or with day work so that the employee spends at least one third of their working time on night shift.

Rate for working on Saturday shifts

Where a shiftworker performs work between midnight on Friday and midnight on Saturday, the employee must be paid at 150%.

Payment for working on a non-rostered shift

A rostered shift is defined in clause 33.2(b) as any shift of which the employee concerned has had at least 48 hours' notice.

Where an employer has not given a shiftworker at least 48 hours' notice to work on an afternoon or night shift, under the award, such a shift will not be considered to be a 'rostered shift'.

Whilst work on a non-rostered shift is still considered ordinary hours, clause 33.2(g) requires that the employee be paid shift penalties that mirror overtime rates, being 200% of the ordinary hourly rate for continuous shiftworkers, and 150% of the ordinary hourly rate for the first three hours and 200% of the ordinary hourly rate thereafter for non-continuous shiftworkers.

What if the afternoon or night shift doesn't continue for five successive shifts?

Where a business does not operate at least five successive afternoon or night shifts (or six successive shifts in a six-day workshop), and an employee works on an afternoon or night shift at that business (sometimes known as a 'short shift'), the employee must be paid a higher shift penalty.

The shift penalty is 150% for the first three hours and 200% for the remaining hours (clause 33.2(e)). While these shift penalties are similar to overtime rates, the shift is still ordinary hours, not overtime.

When is a shiftworker entitled to be paid the Sunday or public holiday rate?

Where shifts commence between 11.00pm and midnight on a Sunday or a public holiday, the shiftworker is not entitled to be paid the Sunday or public holiday rate for such shift.

Where more than one shift falls partly on a public holiday, the shift which has the major portion falling on the public holiday must be regarded as the public holiday shift and paid accordingly.

Agreement can be reached with individual employees to substitute a recognised public holiday under this award for an alternative day. This is subject to the facilitative provisions clause 7 of the award.

Guidance Note

Hours of Work – Shiftworkers (Vehicle Manufacturing)

This Guidance Note details the hours of work provisions contained in the *Manufacturing and Associated Industries and Occupations Award 2020* (the award) for shiftworkers covered by clause 4.8(a)(xi) of the award. Clause 4.8(a)(xi) applies to some, but not all, employees involved in vehicle manufacturing. Prior to 2020, many vehicle manufacturing employees were covered by a separate modern award, the *Vehicle Manufacturing, Repair, Services and Retail Award 2010*. Other vehicle manufacturing employees were already covered by the *Manufacturing and Associated Industries and Occupations Award 2010*. Clause 4.8(a)(xi) applies to the first of these categories, but not the second.

This award contains many specific provisions for employees in vehicle manufacturing working on afternoon or night shifts.

What is a rostered shift, afternoon shift and night shift for vehicle manufacturing employees?

Clause 56.1(a) of the award defines afternoon shift and night shift as follows:

Afternoon shift means a shift commencing not later than 6.00pm on any day.

Night shift means a shift commencing at any time after 6.00 pm on any day.

What is the difference between a continuous shiftworker and a non-continuous shiftworker?

Continuous shiftwork means the operation of consecutive shifts throughout a period of 24 hours for at least five consecutive days (clause 50.1(a)). To determine whether a pattern of work satisfies the continuous shiftwork definition, the hours of operation of the business and the ordinary time worked by employee/s must be considered carefully.

Overtime hours should not be taken into consideration to determine whether a pattern of work satisfies the definition of continuous shiftwork. It should be noted that if a business operates three 8 hour shifts making up a 24 hour roster (a day, afternoon and night shift), all shifts in the roster will be considered continuous shiftwork.

The main differences in entitlements between continuous and non-continuous shiftworkers are outlined below:

- Meal breaks:
 - Continuous shiftworkers receive a 20-minute meal break per shift which is paid as time worked (clause 50.1(e))
 - Non-continuous shiftworkers receive unpaid meal breaks (clause 18.1)

- Overtime rates:
 - o Continuous shiftworkers are paid at 200% for all overtime hours worked (clause 32.4)
 - o Non-continuous shiftworkers are paid overtime at 150% for the first three hours, then 200% thereafter (clause 32.2)

What needs to be paid to vehicle manufacturing employees on shiftwork?

The award provides for different shift allowances payable to vehicle manufacturing shiftworkers depending on the particular circumstances in which shiftwork is performed.

Shift allowances under the award are not cumulative, meaning only the most appropriate shift allowance needs to be paid to the employee at one time.

A shiftworker under the award is not entitled to be paid their shift allowance when working overtime. The appropriate overtime penalty will be applied to the shiftworker's base rate of pay for the class of work being performed.

The vehicle manufacturing shiftwork penalty rates are set out in 56.1(b) as follows:

- for working on night shift only - 130%;
- for working on alternating night and afternoon shifts - 118%;
- for the night shift where employees alternate between day and night shifts - 112.5%;
- for working on afternoon shift only - 118%;
- for the afternoon shift where employees alternate between day and afternoon shifts - 112.5%; or
- for the afternoon and night shifts where employees alternate between day, afternoon and night shifts - 112.5%.

Rate for working on Saturday shifts

Where a shiftworker performs work between midnight on Friday and midnight on Saturday, the employee must be paid at 125% of the minimum hourly rate (clause 56.1(e)).

Rate for working on Sunday or public holiday shifts

The award provides for 200% penalty rate for Sunday shifts and 250% penalty rate for public holiday shifts.

What if the afternoon or night shift doesn't continue for five successive shifts?

Where a vehicle manufacturing business does not operate at least five successive afternoon or night shifts (or six successive shifts in a six-day workshop), and an employee works on an afternoon or night shift at that business (sometimes known as a 'short shift'), the employee must be paid a higher shift penalty of 150% (clause 56.1(b)(i)).

When is a shiftworker entitled to be paid the Sunday or public holiday rate?

The award provides for 200% penalty rate for Sunday shifts and 250% penalty rate for public holiday shifts.

When shifts span two calendar days there are specific rules in clauses 56.2 and 56.3 with regard to application of Sunday and public holiday rates:

- where a shift commences before 10.45pm on a Sunday or public holiday it will be regarded as a Sunday or public holiday shift, and the entire shift will be paid at Sunday or public holiday rates.
- where a shift commences between 10.45pm and midnight on a Sunday or public holiday, the shiftworker is not entitled to be paid the Sunday or public holiday rate for that shift.
- where a shift commences before midnight on the day before a Sunday or public holiday, and extends into the Sunday or public holiday, the employee is entitled to be paid at the Sunday or public holiday rate for the entire shift.
- where an employee is rostered in such a way that ends on a public holiday, and then a shift which starts on the same public holiday, only the shift that has its major portion falling on the public holiday will be regarded as a public holiday and paid accordingly.

Guidance Note**Overtime – Call Back and Standing By****What is a 'call back'?**

A 'call back' under the *Manufacturing and Associated Industries and Occupations Award 2020* (the award) is where an employee who has left the workplace returns to the workplace at the request of the employer to work overtime. The employer may ask the employee to perform a 'call back' before or after the employee leaves the workplace.

An employee is entitled to be paid for a minimum of three or four hours per call back. A minimum of three hours will apply where the employee is required to regularly hold themselves in readiness for a call back. A minimum of four hours applies otherwise.

Call backs are payable at overtime rates.

What is 'standing by'?

'Standing by' under the award is an arrangement where the employer requires an employee to hold themselves in readiness to work outside of ordinary hours, subject to any custom prevailing at the enterprise.

The employer must pay the employee at the employee's ordinary time rate for the time that they are standing by.

What happens if an employee is called back to work whilst standing by?

If an employee is required by the employer to return to work whilst standing by, such a return to work will be characterised as a call back. Where the employee is called back to work whilst on stand by, the employee is entitled to be paid for a minimum three hours. The employee must be paid at the normal call back rate of time and a half for the first 3 hours and double time thereafter. For example, an employee who returns to work for a call back and only works for one hour must still be paid for three hours of work at the rate of time and a half.

What happens if an employee performs a call back, returns home, and is subsequently recalled for another call back before the commencement of his/her ordinary hours the next working day?

For subsequent call backs, the employee must be paid for a minimum of three or four hours, depending on whether the employee was standing by. The rate at which the minimum payment must be paid will depend upon how many actual hours were worked on the previous call back/s.

Example - Call back

Melissa is not on stand by, and performs a call back. She is entitled to be paid for a minimum of four hours per call back.

Melissa is called back to work at 10.00pm and works for one hour, then returns home. Melissa is then recalled to work at 3:00am and works for three hours.

Melissa is entitled to the following payments:

10.00pm – 11.00pm	Three hours at time and a half, and one hour at double time
3.00am – 6.00am	Two hours at time and a half (because only one hour has been 'actually worked' on the last call), and two hours at double time

What is the rest period after call back/overtime?

Clause 32.12 of the award provides for a ten hour rest period without loss of pay after employees perform overtime work.

Where an employee is performing a call back(s), the overtime on the call back(s) will only trigger the entitlement to the rest period where the actual time worked on the call back, or each call back, is more than three hours (clause 32.13(g)).

If an employee is entitled to a ten-hour rest break and the employer instructs the employee to resume work without having had a ten hour break, the employee must be paid at the rate of 200% until the employee is released from duty.

Guidance Note **Part-time Employment**

What is a part-time employee?

A part-time employee under the *Manufacturing and Associated Industries and Occupations Award 2020* (the award) is one who is engaged to work a regular pattern of hours which average less than 38 ordinary hours per week. A part-time employee will enjoy all the terms and benefits of the award unless they are specifically excluded. Generally, a part-time employee's entitlements are pro-rata to those of a full-time employee, unless specified otherwise.

What is the minimum engagement for a part-time employee?

Under the award, a part-time employee must be engaged for no less than four consecutive hours per shift.

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

Part-time regular pattern of work agreements

Before commencing part-time employment, the employee and employer must agree in writing to a regular pattern of work including:

- the hours to be worked by the employee;
- the days on which the employee will work;
- the commencing and finishing times for work; and
- the classification in accordance with Schedule A, applying to the work to be performed by the employee.

The hours of work agreed to in writing will form the employee's weekly ordinary hours. Work performed outside of the agreed pattern will be overtime and paid at overtime rates.

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

What is the minimum wage for a part-time employee?

Part-time employees are entitled to be paid pro-rata the minimum wages set out in clause 20.1 for the agreed hours of work.

Part-time employees and public holidays

An employee is entitled to be absent on a public holiday prescribed by the National Employment Standards in the [Fair Work Act 2009](#) and be paid for the employee's ordinary hours of work on that day.

Generally, part-time employees are only entitled to payment for absence on a public holiday if the public holiday falls on a day they would have normally worked.

If an employee works on a public holiday, the employee must be paid at the appropriate public holiday penalty rate.

Australian Industry Group publishes a [Forms of Employment Handbook](#), providing a comprehensive and practical guide on employment options available in the workplace. For further information or to purchase this publication, visit the [Australian Industry Group website](#) or email publications@australiangroup.com.au.

Guidance Note**Supervisors, Trainers and Coordinators****What is a supervisor, trainer or coordinator?**

Clause 2 of the *Manufacturing and Associated Industries and Occupations Award 2020* (the award) defines a supervisor, trainer or coordinator as an employee who is, or who is mainly responsible for:

- the work of other employees; or
- the work of other supervisors or coordinators; or
- the provision of on the job training, including coordination and/or technical guidance, to other employees; or
- exercising technical skills up to the level of their skill and competence and who are additionally involved in the supervision or training of other employees.

Schedule A.3.3 of the award identifies three levels of classifications of supervisors, trainers and coordinators:

- Level I;
- Level II; and
- Technical.

What do these three levels mean?

A **supervisor/trainer/coordinator - level I** is responsible for the work and/or training of other employees, and has the following qualifications:

- AQF level III or above, of which at least one third of the competencies are related to supervision/training; or
- an equivalent qualification from a recognised provider; or
- if the employee does not have either of the above qualifications, but is engaged to perform work supervising or coordinating the work of other employees and who has sufficient additional training beyond that of the employees being supervised/trained.

A **supervisor/trainer/coordinator - level II** is responsible for the supervision or training of supervisors/trainers/coordinators - Level I, and has the following qualifications:

- AQF level IV or V qualification of which at least 50% of the competencies are related to supervision/training; or
- an equivalent qualification from a recognised provider.

A **supervisor/trainer/coordinator - technical** is an employee in the technical field who, in addition to the performance of their technical duties, supervises or trains other employees.

The technical field is defined in clause 3.1 of the award as:

- production planning, including scheduling, work study, estimating materials and handling systems; or
- technical work including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work in both product and process areas and like work; or
- design and draughting work.

What is a supervisor, trainer or coordinator paid?

The appropriate rate of pay for a supervisor/trainer/coordinator will depend upon the classification level of the employee being supervised, trained and/or coordinated.

The minimum hourly rate for a supervisor/trainer/coordinator - level I is the higher of either:

- 122% of the award minimum hourly wage paid to the highest technically qualified employee being supervised/trained; or
- 104.3% of the standard rate per hour as defined in the award.

The minimum hourly rate for a supervisor/trainer/coordinator - level II is the higher of either:

- 115% of the award minimum wage paid to the highest technically qualified employee being supervised/trained; or
- 113.1% of the standard rate per hour as defined in the award.

A supervisor/trainer/coordinator - technical must be paid:

- 107% of the minimum wage applicable to the employee's technical classification.