



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/212)

ROAD TRANSPORT AND DISTRIBUTION AWARD 2010

[MA000038]

Road transport industry

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Road Transport and Distribution Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Road Transport and Distribution Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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Road Transport and Distribution Award 20XX

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Road Transport and Distribution Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 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

In this award, unless the contrary intention appears:

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

aerodrome attendant means an employee who is employed principally in driving and/or operating any aviation refuelling or servicing unit or equipment or hydrant dispensing system at an aerodrome to deliver aviation fuels, lubricants and/or other aviation products to aircraft and in receiving, storing and distributing such fuels, lubricants and other products at an aerodrome depot, including the performance as required of all tasks ancillary to such receipt, storage, distribution and delivery. Provided that this definition does not exclude allocation by the employer of other duties connected with the safe and efficient operation of vehicles, plant and equipment, the general tidiness of facilities at an airport depot, and the safety of personnel, or the bridging of stocks from terminals or depots to airports by an aerodrome attendant. This definition does not include coxswains or motorboat drivers operating refuelling units at a flying-boat base

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

ancillary vehicles and/or equipment means mechanically powered vehicles and/or equipment (other than trucks) used by employers in the loading, unloading, stacking, moving, sorting or handling of goods and/or materials in connection with work which is part of, or ancillary to, the business of the employer

articulated vehicle means a vehicle with 3 or more axles, comprising a power unit (called a prime mover, tractor truck etc.) and a semi-trailer which is superimposed on the power unit and coupled together by means of a king-pin and revolving on a turntable and is articulated whether automatically detachable or permanently coupled

courier means an employee who is engaged as a courier and who uses a passenger car or station wagon, light commercial van, motorcycle or bicycle or who delivers on foot, in the course of such employment

crane chaser/dogger means a person who holds a certificate of competency as a crane chaser from an appropriate authority

crane offsider means an employee who has the responsibility to supervise the setting up of a mobile crane and/or carry out the work of slinging loads and to control the movement of loads when handled by lifting appliances

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

dirty material means bituminous products, black lead, briquettes, charcoal, coal, coke, plumbago, graphite, manganese, lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, Quickardo cement, superphosphate, rock phosphate, dicalcic phosphate, yellow ochre, red ochre, empty flour-bags, supercel in jute bags, stone dust, garbage, street sweepings, tar, sludge, used oil, liquid petroleum gas, shives of flax when carted as a full load

distribution facility means a facility from which goods are distributed by road (and at which such goods may be stored for the purposes of subsequent distribution) which is operated by an employer as part of or in connection with a road transport business of that employer

distribution facility employee means an employee defined in Schedule A—Classification Definitions for Distribution Facility Employees of this award

double-articulated vehicle means a vehicle with 4 or more axles, comprising a power unit (called tractor truck, prime mover, etc.) and semi-trailer (called dolly trailer) which is superimposed on the power unit, which in turn has a load-carrying semi-trailer superimposed upon the dolly trailer, both semi-trailers and the power unit being coupled together by means of king-pins and revolving on turn-tables and are articulated whether automatically detachable or permanently coupled

driver-salesperson means an employee who is entrusted by the employer with goods or articles for sale and is required to exercise sales skills in competition with other salespeople in respect of such goods or articles in the normal course of duty, and who is not in receipt of a commission upon goods or articles sold. The term 'driver-salesperson' does not include a driver who is entrusted with goods or articles for delivery to customers in such quantities as such customers require

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

employee handling money means an employee who collects or pays out money, excluding non-negotiable cheques, and who is responsible for the safe custody of the amounts so collected to be paid out

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

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

fatigue management rules/regulations means Commonwealth, State or Territory laws controlling driving and working hours of heavy vehicle operators or fatigue management

furniture means any article of household and/or office furniture or whitegoods which are completely manufactured and ready for use, and includes furniture being transported from a manufacturer to a retail store unless such furniture is crated, in cartons or otherwise covered

greaser and cleaner includes a person required to refuel motor vehicles at a depot, yard or garage

gross combination mass or GCM means the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle

gross vehicle mass or GVM means the maximum permissible mass (whether described as the gross train vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by the law to be painted or displayed on the motor vehicle

interstate operation means an operation involving a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement in one State or Territory to a principal point of destination in another State or Territory. Provided that to be an interstate operation the distance involved must exceed 200 kilometres, for any single journey. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city

livestock means horses, cattle, sheep, pigs, goats or poultry

loader means an employee engaged in loading or unloading any goods, wares, merchandise or materials onto or from any vehicle and in work incidental to such loading or unloading; and a person engaged as a motor driver's assistant but who performs work on the waterfront of the nature usually performed by a loader will be deemed to be a loader whilst performing such work

long distance operation means any interstate operation, or any return journey where the distance travelled exceeds 500 kilometres and the operation involves a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement to a principal point of destination. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city

low loader means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with a loading area of the semi-trailer a maximum of one metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limits

motor driver's assistant means any employee who accompanies the driver to assist in loading or unloading or delivering

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

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

Non-continuous afternoon or night means work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights

offensive material means bone-dust, bones, blood, manure, dead animals, offal, fat including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in second-hand casks or in second-hand iron or steel drums, green skins, raw hides and sheep-skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), salt-cake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheep's trotters (known as pie), sulphuric acid of a strength of 96% or 98% in cases in which the carter is required to handle individual jars, horse, cow or pig manure, meat-meal, liver meal, blood meal and TNT

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

quarried materials means any material and/or by-product of any material, excluding coal and coal-related products, which has been removed from a quarry, sand pit, or a mine, provided that such material is for use in manufacturing or construction purposes. Quarried materials also means slag and slag by-products, excluding coal-slag products

radio operator means an employee whose major duties are staffing of a mobile two-way radio system, data entry dispatch system, voice dispatch system and/or any other form of dispatch system and include all instruction relating to the movement of goods and/or freight

road-train vehicle means a rigid vehicle to which are coupled 2 or more trailers, or an articulated vehicle to which is coupled one or more trailer(s)

road transport and distribution industry has the meaning given in clause 4.2

standard rate means the minimum weekly wage for a Transport worker grade 3 in clause 16—Minimum rates

transport rigger means a person engaged in the movement of plant or equipment as part of the transport task who holds a certificate of competency from an appropriate authority

truck loading crane means a crane which is mounted on a truck or trailer and which is used for the purpose of loading or unloading loads from the truck or trailer on which the crane is mounted

yardperson means an employee not otherwise specified, employed in, or in connection with a depot, yard or garage, but does not include any person exclusively employed as a skilled tradesperson

3. The National Employment Standards and this award

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

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the road transport and distribution industry and their employees in the classifications listed in Schedule A—Classification Definitions for Distribution Facility Employees and Schedule B—Classification Structure to the exclusion of any other modern award.
- 4.2 The **road transport and distribution industry** means:
- (a) the transport by road of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock, including where the work performed is ancillary to the principal business, undertaking or industry of the employer;
 - (b) the receiving, handling or storing of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise in a distribution facility;
 - (c) the storage and distribution of goods, wares, merchandise, materials or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock where the storage and distribution activities are carried out in connection with air freight forwarding and customs clearance;
 - (d) the wholesale transport and delivery by road of meat from abattoirs, slaughterhouses, and wholesale meat depots;
 - (e) mobile food vending;

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- (f) the cartage and/or distribution, in tankers, of petrol or bulk petroleum products (in the raw or manufactured state) from refineries, terminals or depots of oil companies and/or distributors; the cartage and/or distribution on road vehicles of packaged petroleum products (in the raw or manufactured state) from refineries, terminals or depots of oil companies and/or distributors and the transport and/or distribution of petrol and petroleum products (in the raw or manufactured state) for distributors of oil companies or for contractors or sub-contractors to such distributors;
- (g) the road transport of crude oil or gas condensate;
- (h) the transport on public roads of milk and cream in bulk, and the transport, vending and distribution of milk, cream, butter, cheese and their derivatives (including fruit juices, yoghurt and custard),
- (i) the cartage by road of quarried materials; and/or
- (j) the distribution and/or relocation by road of new or used vehicles as described in the classifications within this award where the vehicle itself is required to be driven from one location to another for the purposes of delivery and/or relocation of the vehicle.

4.3 This award does not cover employers and employees covered by the following awards:

- *Mining Industry Award 20XX*;
- *Road Transport (Long Distance Operations) Award 20XX* whilst undertaking long distance operations;
- *Transport (Cash in Transit) Award 20XX*; and
- *Waste Management Award 20XX*.

4.4 This award covers any employer which supplies labour on an on-hire basis in the road transport and distribution industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for trainees engaged in the road transport and distribution industry and/or parts of that industry and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 4.1 and 4.2 are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 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.

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

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

5. Individual flexibility arrangements

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

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

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

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

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

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

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

5.6 An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

5.7 An agreement must be:

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

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

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

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

5.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

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

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

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

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

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

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

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

7. Facilitative provisions

7.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.
- (b) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

7.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised upon agreement between an employer and an employee:
 - (i) clause 12.4—Hours of work—ordinary hours 12.1(a) and 12.1(b), days of the week;
 - (ii) clause 12.6(b)—Hours of work—spread of hours;
 - (iii) clause 12.7—Hours of work—normal rostered day off;
 - (iv) clause 13.6(a)—Hours of work—rostered days off;
 - (v) clause 20.5—Time off instead of payment for overtime
 - (v) clause 21.7(a)—Shiftwork—transfer to or from shiftwork;
 - (vi) clause 23.5—Agreement to take annual leave in advance; and
 - (vii) clause 23.10—Agreement to cash out annual leave.

(viii) clause 28.3—Substitution of public holidays by agreement

(b) The agreement reached must be recorded in writing and kept as a time and wages record.

7.3 Facilitation by majority agreement

(a) The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or part of the workplace. Once such an agreement has been reached the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:

(i) clause 12.4—Hours of work—ordinary hours, days of week;

(ii) clause 12.6(b)—Hours of work—maximum number of hours, spread of hours;

(iii) clause 13.5—Hours of work—rural distribution operations;

(iv) clause 21.2(b)—Shiftwork—shiftwork hours and rosters;

(b) The agreement reached must be recorded in writing and kept as a time and wages record.

Part 2—Types of Employment and Classifications

8. Types of employment

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

(a) full-time;

(b) part-time; or

(c) casual.

8.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual. This decision will then be recorded in a time and wages record.

9. Full-time employees

A full-time employee is engaged to work an average of 38 ordinary hours per week.

10. Part-time employees

10.1 A part-time employee is engaged to work less than 38 ordinary hours per week.

- 10.2** Before commencing part-time employment, the employee and employer must agree upon:
- (a) the hours to be worked by the employee;
 - (b) the days upon which they will be worked;
 - (c) the starting and finishing times for the work; and
 - (d) the classification applying to the work to be performed.
- 10.3** The terms of the agreement in clause 10.2 may be varied by consent.
- 10.4** The terms of the agreement or any variation to it must be in writing and retained by the employer. The employer must provide a copy of the agreement, and any variation to it, to the employee.
- 10.5** A part-time employee must be paid per hour the minimum hourly rate prescribed by clause 16—Minimum rates for the classification in which the employee is engaged.
- 10.6** Except as otherwise provided in this award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 10.2(a) – 10.2(c).
- 10.7** A part-time employee must receive a minimum payment of 4 hours for each day they are engaged.
- 10.8** All time worked in excess of the agreed hours referred to in clause 10.2(a) – 10.2(c) will be paid at the appropriate overtime rate.
- 10.9** The terms of this award apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

11. Casual employees

- 11.1** A casual employee is engaged as a casual employee and paid by the hour.
- 11.2** An employer must wherever practicable, notify a casual employee if their services are not required the next working day.
- 11.3 Casual loading**
- (a) For each ordinary hour worked, a casual employee must be paid:
 - (i) the ordinary hourly rate; and
 - (ii) a loading of **25%** of the ordinary hourly rate, for their classification.
- 11.4** A minimum payment of 4 hours per engagement is to be paid.

- 11.5** A casual employee must be paid for all overtime worked at the overtime rates specified in clause 20.1. For each hour of overtime worked a casual employee must also be paid **10%** of the minimum hourly rate specified for their classification in clause 16—Minimum rates. A casual employee will not receive the **25%** casual loading referred to in clause 11.3 whilst working overtime.

Example: Assuming the rate is \$20 per hour, a casual employee would be paid \$25 per hour for ordinary hours of work and would be paid according to the following methodology when working overtime:

- Time and a half—a payment of \$30 plus 10% of \$20, as the hourly rate, giving a total payment of \$32.
- Double time—a payment of \$40 plus 10% of \$20, as the hourly rate, giving a total payment of \$42.

11.6 Conversion of casual employment

- (a) A casual employee, other than an **irregular casual employee** who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) An employer of such an employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 12 months.
- (c) The employee retains the right of election under this clause even if the employer fails to comply with clause 11.6(b).
- (d) A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has the right to elect under clause 11.6(a), upon receiving notice under clause 11.6(b), or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must either consent to or refuse the election but must not unreasonably so refuse.
- (f) A casual employee who has elected to be converted to a full-time employee or a part-time employee in accordance with clause 11.6(e) may only revert to casual employment by written agreement with the employer.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and the employee, subject to clause 11.6(e), must discuss and agree upon:

- (i) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10.2.
- (h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee. Upon such agreement being reached, the employee will convert to full-time or part-time employment. Where, in accordance with clause 11.6(e) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis. Classifications

The classifications under this award are set out in Schedule A—Classification Definitions for Distribution Facility Employees and Schedule B—Classification Structure.

Part 3—Hours of Work

12. Ordinary hours of work and roster cycles—employees other than oil distribution workers

- 12.1 The ordinary hours of work for a full-time employee are an average of 38 per week to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days;
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 12.2 The ordinary hours of work for a part-time employee shall be determined in accordance with clause 10.1 and 10.2.
- 12.3 The ordinary hours of work for a casual employee will be up to 38 hours per week.
- 12.4 The ordinary hours of work may be worked on any day Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday by agreement

between the employer and the majority of employees concerned. Agreement may also be reached between the employer and an individual employee.

12.5 The ordinary hours of work must not exceed 8 hours per day and must be worked continuously (except for meal breaks or any breaks taken for the purpose of complying with fatigue management rules/regulations).

12.6 Spread of hours

- (a) The ordinary hours of work are to be worked between 5.30 am and 6.30 pm.
- (b) The spread of ordinary hours may be altered in any depot, yard or garage by one hour at each end by agreement between the employer and the majority of employees concerned or between the employer and an individual employee.
- (c) The times within which ordinary hours of work may be performed will not apply to:
 - (i) newspaper deliveries, where for the sole purpose of transport and delivery of daily newspapers;
 - (ii) meat deliveries, where for the sole purpose of loading, transport and delivery of butcher's meat from abattoirs or meat works and where such meat is to be used for human consumption;
 - (iii) live poultry, where for the sole purpose of loading, transport and delivery of live poultry from poultry farms to poultry processing plants; or
 - (iv) a driver employed at a fish, fruit or vegetable store.

Provided that instead of the times in clauses 12.6(a) and 12.6(b), an employer may require an employee to commence ordinary hours of work between 12.01 am and 6.00 am (Monday to Friday inclusive) but not otherwise and, in which case, the weekly wage rate of the employee must be increased by **30%** of the ordinary hourly rate for each ordinary hour worked.

12.7 Method of working ordinary hours

Ordinary hours of work may be worked by either of the following methods:

(a) Providing for rostered days off (RDOs)

A roster implementing the work cycle at the depot, yard or garage will provide for RDOs, which may be either taken in accordance with the roster or accumulated.

- (i) A scheduled normal RDO may be changed by agreement between the employer and employee. In the absence of agreement, 48 hours' notice of such alteration must be given to the employee.
- (ii) RDOs may be accumulated to a maximum of 10 days and taken or paid out at the applicable ordinary hourly rate in any combination agreed in writing between the employer and employee.

(b) Providing for other than a rostered day off

Ordinary hours may be worked over 5 days, Monday to Friday inclusive, of not more than 7 hours and 36 minutes continuously (except for meal breaks or any breaks taken for the purpose of complying with fatigue management rules/regulations) in the following circumstances:

- (i) where an employer either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this award at a particular yard, depot or garage;
- (ii) where an employer has entered into arrangements with a client for the provision of transport services on a permanent basis extending over each of the 5 days of each week Monday to Friday inclusive and where these arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week;
- (iii) where the operations being performed by the employer require particular employees to work 5 days of each week Monday to Friday inclusive and where these operations would be prejudiced by the requirement that rostered days off be taken on any or all days; or
- (iv) where written agreement has been reached between the employer and the majority of employees. Written agreement under clause 12.7(b) must not be unreasonably withheld by the employees and must not be unreasonably requested by the employer.

13. Ordinary hours of work and roster cycles—oil distribution workers

13.1 Clause 13 applies to employees engaged in the transport and/or distribution of raw or manufactured petroleum products.

13.2 The ordinary hours of work are:

- (a) 35 hours per week; or
- (b) 70 hours per two-week period.

13.3 Ordinary hours are worked between 6.30 am and 5.30 pm, Monday to Friday.

13.4 Ordinary hours of work must not exceed 8 hours per day.

13.5 By agreement between an employer and the majority of affected employees, the ordinary working hours for employees engaged in rural distribution operations may be rostered over any 3 consecutive days, Monday to Saturday inclusive unless some other mutually satisfactory arrangement is made between the employer and employees concerned. All work performed in excess of 35 hours in any such 3 days must be paid at **150%** of the ordinary hourly rate for the first 2 hours and **200%** of the ordinary hourly rate thereafter.

13.6 Method of working ordinary hours

Ordinary hours of work may be worked by either of the following methods:

(a) Providing for rostered days off (RDOs)

- (i) Rostered days off must be provided by a roster drawn up in each workplace providing for 9 days each of 7 hours and 47 minutes, and one rostered day off over a continuous two-week period.
- (ii) Where an employee's rostered day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
 - 7 hours of pay at the ordinary time rate; or
 - 7 hours extra annual leave; or
 - a substitute day off on an alternative week day.

(b) Providing for other than a rostered day off

Ordinary hours may be worked over 5 days each of 7 hours, but only where:

- (i) the employer either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this award at a particular yard, depot or garage;
- (ii) the employer has entered into arrangements with a client for the provision of transport services on a permanent basis extending over 5 days of each week, Monday to Friday inclusive, and where these arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week; or
- (iii) the operations being performed by the employer require particular employees to work 5 days of each week, Monday to Friday inclusive, and where these operations would be prejudiced by the requirement that rostered days off be taken on any or all days.

14. Start times

14.1 A regular starting time for each employee is to be fixed by the employer.

14.2 Where an employer varies or changes the regular starting time of an employee the employer must give one week's notice of such variation or change to the employee concerned.

15. Breaks

15.1 Regular meal break

- (a) An employee must be allowed a regular unpaid meal break during the ordinary hours of work except where unforeseen extraordinary circumstances arise.
- (b) The meal break must:
 - (i) be of a regular duration of not more than one hour or less than 30 minutes; and
 - (ii) start no earlier than 3 and a half hours and no later than 5 and a half hours after the fixed starting time of the employee's ordinary hours of work; and
 - (iii) where reasonable and practical, be taken at a time to coincide with any requirement to take a break under fatigue management rules/regulations, or as otherwise required by the employer.
- (c) If the meal break is not allowed, all time worked after the starting time of the regular meal break until a break without pay for a meal time is allowed must be paid for at **200%** of the applicable minimum hourly rate in clause 16.1.

15.2 Meal and rest breaks after ordinary hours and before overtime hours

- (a) An employee required to work overtime for 2 hours or more after working ordinary hours must be allowed a paid break of 20 minutes before commencing overtime work or as soon as practicable after commencing overtime work.
- (b) A further rest break must be allowed after completing each 4 hour period until the overtime work is finished. Any rest breaks will be paid for at the applicable minimum hourly rate.
- (c) Wherever reasonable and practical, the rest break must be taken at a time to coincide with any requirement to take a break under fatigue management rules/regulations.
- (d) An employer and employee may agree to apply any variation of this provision in order to meet the circumstances of the work in hand.
- (e) An employee required to work overtime for 2 or more continuous hours will be entitled to a meal allowance in accordance with clause 18.5(f)(i).

- 15.3** Notwithstanding anything contained in clause 15 an employee will not be required or permitted to work longer than 5 and a half hours without a break for a meal.

Part 4—Wages and Allowances

16. Minimum rates

16.1 Minimum rates—employees other than oil distribution workers

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

(a) Transport employees

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Transport Worker Grade 1	784.60	20.65
Transport Worker Grade 2	804.30	21.17
Transport Worker Grade 3	814.20	21.43
Transport Worker Grade 4	829.20	21.82
Transport Worker Grade 5	839.60	22.09
Transport Worker Grade 6	849.20	22.35
Transport Worker Grade 7	861.60	22.67
Transport Worker Grade 8	886.60	23.33
Transport Worker Grade 9	901.50	23.72
Transport Worker Grade 10	923.80	24.31

(b) Distribution facility employees

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Distribution facility employee level 1	814.20	21.43
Distribution facility employee level 2	829.20	21.82
Distribution facility employee level 3	861.60	22.67
Distribution facility employee level 4	901.50	23.72

NOTE: Minimum wages for employees engaged in vehicle relocation and/or distribution as defined in clause 4.2(j) are affected by transitional provisions contained in clause 16.5.

16.2 Minimum rates—oil distribution workers

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate (full-time employee) \$	Minimum hourly rate \$
Transport Worker Grade 1	784.60	22.42
Transport Worker Grade 2	804.30	22.98
Transport Worker Grade 3	814.20	23.26
Transport Worker Grade 4	829.20	23.69
Transport Worker Grade 5	839.60	23.99
Transport Worker Grade 6	849.20	24.26
Transport Worker Grade 7	861.60	24.62
Transport Worker Grade 8	886.60	25.33
Transport Worker Grade 9	901.50	25.76
Transport Worker Grade 10	923.80	26.39

See Schedule C—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

16.3 Junior employee rates

(a) Junior employees will be entitled to a percentage of the applicable adult rate for their classification as follows:

Age	% of applicable adult minimum hourly rate
18 years and under	70
19 years	80
20 years	100

(b) Where a junior employee aged 18 years or more is required to drive a motor vehicle and is in sole charge of that vehicle, the employee must be paid the adult rate assigned to the class of driving work that the employee is required to perform.

16.4 Higher duties

Where an employee is required to perform 2 or more grades of work on any one day, the employee is to be paid the minimum wage for the highest grade for the whole day.

16.5 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.

16.6 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX* is to be read as referring to the *Road Transport and Distribution Award 20XX* and not the *Miscellaneous Award 20XX*.

16.7 Transitional provisions—vehicle distribution and/or relocation

The minimum wages for employees engaged in the distribution and/or relocation of vehicles as defined in clause 4.2(j) will be as follows:

- (a) From 1 July 2018 to 30 June 2019

The National Minimum Wage plus one-third of the difference between the National Minimum Wage and the applicable minimum wage rate in clause 16.2.

- (b) From 1 July 2019 to 30 June 2020

The National Minimum Wage plus two-thirds of the difference between the National Minimum Wage and the applicable minimum wage rate in clause 16.2.

- (c) From 1 July 2020 onwards

The applicable minimum wage rate in clause 16.2.

17. Payment of wages

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.

- 17.1 All earnings, including overtime, must be paid weekly in the employer’s time on a day to be fixed by the employer. Payment will be no later than Thursday.
- 17.2 Once fixed, the day must not be altered more than once in 3 months.
- 17.3 All earnings, including overtime, must be paid within 4 business days of the expiration of the week in which they accrue.

- 17.4** Notwithstanding anything contained in clause 17, the employer must pay to an employee who leaves or is dismissed all money due to the employee as soon as possible.
- 17.5** The employer may pay an employee by electronic funds transfer (EFT) to a bank account nominated by the employee.

18. Allowances

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.

- 18.1** Employers must pay to an employee the allowances the employee is entitled to under clause 18. See Schedule D—Summary of Monetary Allowances and method of adjustment.
- 18.2** The allowances at clauses 18.3(c) to 18.3(f)(ii), 18.3(g) and 18.5(a) are payable to full-time, part-time and casual employees. In the case of part-time and casual employees, they will be calculated as follows:

- (a) For weekly allowances, 1/38th of the specified amount per hour worked up to a maximum of 38 hours in any one week.
- (b) For daily allowances, the relevant amount prescribed in clauses 18.3(d) to 18.3(f).
- (c) For hourly allowances, payment for each hour worked up to a maximum of 38 hours in any one week.

18.3 Wage-related allowances

(a) All-purpose allowances

Allowances paid for **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. The following allowances are paid for all purposes under this award:

- (i) Special vehicle allowances (clause 18.3(b)).
- (b) **Special vehicle allowances**
 - (i) A Transport Worker Grade 7, when driving a low loader for each additional complete tonne over 43 tonnes GCM, will be paid an extra **\$1.47** per week as part of the weekly rate for all purposes.
 - (ii) A Transport Worker Grade 10, when driving a multi-axle platform trailing equipment with a carrying capacity in excess of 100 tonnes will be paid:

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- for each additional 10 tonnes or part thereof in excess of 100 tonnes and up to 150 tonnes, an extra **\$17.75** per week; and
- for each additional 10 tonnes or part thereof in excess of 150 tonnes and up to 200 tonnes, an extra **\$17.02** per week; and
- for each additional 10 tonnes or part thereof in excess of 200 tonnes and up to 300 tonnes, an extra **\$16.61** per week.

These amounts are to be paid as part of the weekly wage rate for all purposes.

(c) Leading hand allowance

An employee appointed as a leading hand in charge of:	\$ per week
3–10 employees	38.43
11–20 employees	57.24
More than 20 employees	72.71

These allowances do not apply to leading loader.

(d) Miscellaneous driving allowances

- (i) Any employee required to drive a motor vehicle in excess of the limit in length prescribed by or under any State or Commonwealth legislation—**\$3.75** per day.
- (ii) Any employee required to drive a motor vehicle with a truck loading crane mounted on the vehicle—**\$3.75** per day.
- (iii) Any employee required to drive a motor vehicle with a side-lifter crane mounted on the vehicle—**\$3.75** per day.
- (iv) Any employee required to drive a motor vehicle in excess of 3.5 metres in width or transport a load in excess of that width—**\$3.75** per day.
- (v) Any employee who is a recognised furniture carter engaged in removing and/or delivering furniture—**\$21.09** per week.
- (vi) Any employee who is a recognised livestock carter carting livestock—**\$21.09** per week.
- (vii) Any employee driving a sanitary vehicle—**\$23.77** per week.
- (viii) Any employee driving a vehicle collecting garbage—**\$19.46** per week.
- (ix) Any employee who is a driver-salesperson—**\$17.83** per week.
- (x) Any employee carting loading and/or unloading carbon black except when packed in sealed metal containers—**\$2.28** per day.
- (xi) Any employee carting, loading and/or unloading offensive material—**\$2.93** per day.

(xii) Any employee carting, loading and/or unloading dirty material—**\$0.49** per hour.

(xiii) Any employee who is required to cart:

- tar (other than in sealed containers) for immediate spreading upon streets;
- tar in unsealed containers; or
- tarred material for spreading upon streets;

and/or who spreads any of these upon streets—**\$3.66** per week.

(xiv) Any employee required to handle coffins containing human remains—**\$3.09** for each coffin handled.

(e) **Employee handling money as defined**

An employee handling money will be entitled to a weekly allowance in accordance with the following table based on the highest amount of money that they are required to handle in a given week.

For any amount handled:	\$ per week
Up to \$20	1.87
Over \$20 but not exceeding \$200	3.66
Over \$200 but not exceeding \$600	6.27
Over \$600 but not exceeding \$1000	8.14
Over \$1000 but not exceeding \$1200	11.48
Over \$1200 but not exceeding \$1600	17.75
Over \$1600 but not exceeding \$2000	19.62
Over \$2000	22.31

(f) **Dangerous goods**

(i) A driver engaged in the transport of bulk dangerous goods or carting explosives by public road, in conformity with the Australian Code for the Transport of Explosives by Road and Rail, must receive an allowance of **\$19.30** per day. Bulk dangerous goods are those goods defined as such in the Australian Code for the Transport of Dangerous Goods by Road and Rail as amended from time to time.

(ii) A driver engaged in the transport by public road of packaged dangerous goods, which requires placarding, must receive an allowance of **\$8.06** per day. Packaged goods which require placarding are those goods defined as such in the Australian Code for the Transport of Dangerous Goods by Road and Rail as amended from time to time.

(iii) Where a weekly employee is required to possess a licence to operate a vehicle carrying dangerous goods (as defined in the Australian Code for

the Transport of Dangerous Goods by Road and Rail), training and medical costs must be reimbursed by the employer.

(g) First aid allowance

An employee holding a current first aid qualification from St John Ambulance or similar body, who is appointed by the employer to perform first aid duty must be paid **\$13.03** in addition to wages for any week so appointed. The employer will reimburse the cost of fees for any courses necessary for any employee covered by clause 18.3(g) to obtain and maintain the appropriate first aid qualification.

18.4 Where a higher allowance amount becomes payable under clauses 18.3(d)(vi), 18.3(d)(vii), 18.3(d)(viii), 18.3(d)(x), 18.3(d)(xi), 18.3(d)(xii) or 18.3(d)(xiii) it will supersede any lesser allowance contained in these items which otherwise would have been payable.

18.5 Expense-related allowances

(a) Travelling allowance

An employee engaged in travelling on duty, or on work on which the employee is unable to return home at night must be paid personal expenses reasonably incurred in travelling, of at least **\$31.66** per day. Where an employer provides suitable accommodation and meals such allowance shall not be payable.

(b) Work diary

Where an employee is required to possess a work diary, the cost of such diary must be reimbursed by the employer.

(c) Articles of clothing

(i) Where the employer requires an employee to wear any special clothing such as any special uniform, cap, overall or other article, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of clause 18.5(c) do not apply where the employer provides the special clothing.

(ii) Where the employer requires an employee to work continuously in conditions in which, because of their nature, the employee's clothing would otherwise become saturated, the employer must reimburse the employee for the cost of purchasing protective clothing. The provisions of clause 18.5(c) do not apply where the employer provides the protective clothing.

(iii) Where an employee is employed as a greaser and cleaner, or is normally required to service vehicles, the employer must reimburse the employee for the cost of purchasing overalls. The provisions of clause 18.5(c) do not apply where the employer provides the overalls.

- (iv) Clause 18.5(c) does not apply to employees who are required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.
- (v) Protective clothing will remain the property of the employer, and the employee will be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

(d) Housing allowance

- (i) Any employee required by the employer to live at a depot, yard or garage must be paid an allowance equal to the amount of the rent charged by the employer for the accommodation at the depot, yard or garage.
- (ii) If an employer provides housing accommodation for an employee and the employee's family, and requires the employee to live there and charges rent, the employer must pay the employee an allowance of **\$3.10** less than the amount of rent charged.

(e) Medical checks

An employer requiring employees to undertake medical checks during a term of employment, or requiring persons seeking employment to undertake a medical check as part of an interview process, must reimburse all medical costs not recoverable from a health fund by the employee or persons seeking employment.

(f) Meal allowance

- (i) An employee required to work overtime for 2 continuous hours or more must either be supplied with a meal by the employer or paid the amount specified for a meal allowance of **\$16.25** for each meal required to be taken.
- (ii) An employee required to start work 2 hours or more prior to their normal starting time must be paid the amount specified for a meal allowance in clause 18.5(f)(i).

19. Superannuation

19.1 Superannuation legislation

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

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

19.2 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.

19.3 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 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b) to one of the following superannuation funds or its successor:

- (a) TWUSUPER;
- (b) Tasplan;
- (c) SunSuper;
- (d) AustSafe Super;
- (e) LUCRF Super;
- (f) 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
- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

19.5 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 19.2 and pay the amount authorised under clauses 19.3(a) and 19.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

20. Overtime

20.1 For all work done outside ordinary hours the rate of pay will be **150%** of the ordinary hourly rate for the first 2 hours and **200%** of the ordinary hourly rate after 2 hours.

20.2 In computing overtime each day's work will stand alone.

20.3 Overtime for shiftworkers is provided for in clause 21.5.

20.4 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) If an employee (other than a casual employee) works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, the employee must, subject to clause 20.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) If, on the instruction of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty the employee is entitled to:
 - (i) be paid the rate of **200%** of the ordinary hourly rate until released from duty; and

- (ii) upon being released from duty, to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

20.5 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 20.5 an employee who worked 2 overtime hours at **150%** of the ordinary hourly rate is entitled to 3 hours' time off.

- (c) 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.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.5 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.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.5(c), 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.
- (f) 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.
- (g) 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 20.5 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.5 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 20.5.

20.6 Call-back

- (a) An employee recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) must be paid for a minimum of 4 hours' work.
- (b) Clause 20.6 does not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in circumstances specified in clause 20.6 will not be regarded as overtime for the purposes of clause 20.4 where the actual time worked is less than 4 hours on such recall or on each of such recalls.

20.7 Standing-by

Subject to any prevailing custom under which an employee is regularly required to be available for a call-back, an employee required to be available for work after ordinary hours must be paid standing-by time at ordinary rates from the time from which the employee is told to be available until released.

20.8 Transport of employees

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer must reimburse the employee for the cost of obtaining transport home. Alternatively, the employer must provide the employee with transport to the employee's home, or pay the employee the current wage for the time reasonably occupied in getting home.

21. Shiftwork

21.1 Definitions

For the purposes of clause 21:

- (a) **Afternoon shift** means a shift finishing after 6.30 pm but not later than 12.30 am.
- (b) **Day shift** means a shift starting at 5.30 am or later, but finishing at or before 6.30 pm.
- (c) **Night shift** means a shift finishing after 12.30 am but not later than 8.30 am.
- (d) **Rostered shift** means a shift for which the employee concerned has received at least 48 hours' notice.

- (e) **Shiftwork** means work extending for at least 2 weeks and performed either in daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am or in regular rotating periods but does not include work performed by day workers employed under clause 12—Ordinary hours of work and roster cycles—employees other than oil distribution workers.

21.2 Shiftwork hours and shift rosters

- (a) The hours of work of employees performing shiftwork must be an average of 38 per week. The ordinary hours of work must not exceed 8 continuous hours per day (inclusive of meal breaks) on one of the following bases:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days;
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days;
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) There must be a shift roster which provides for rotation unless it is agreed otherwise by the employer and majority of employees or the employer and an individual employee.
- (c) Shift rosters must be posted in a prominent place in the workplace. Shift rosters must specify the starting and finishing times of ordinary hours of respective shifts.
- (d) Shift rosters must not be altered unless 48 hours' notice is given.

21.3 Shift rates

For ordinary hours shiftworkers must be paid as follows:

Shift	% of the ordinary hourly rate
Afternoon shift	117.5%
Night shift	130%

21.4 Shiftwork—casual employees

Casual employees engaged on shiftwork must be paid the casual loading of **25%** of the ordinary hourly rate in addition to the shift rate specified at clause 21.3 above.

21.5 Shiftwork—overtime

For all time worked:

- (a) outside or in excess of the ordinary shift hours; or
- (b) on a shift other than a rostered shift,

shiftworkers will be paid at **150%** of the ordinary hourly rate for the first 2 hours and **200%** after 2 hours.

21.6 Transfer to existing shift rosters

An employer must give an employee 48 hours’ notice of any change of shift. If notice is not given, overtime rates must be paid for work done outside the ordinary shift hours within 48 hours of being notified of the change.

21.7 Transfer of day worker to or from shiftwork

- (a) Unless otherwise agreed between an employer and an employee, day workers must be given at least 10 hours off duty immediately before commencing, or after ceasing shiftwork.
- (b) Day workers may be transferred to or from shiftwork with 48 hours’ notice. If notice is not given, an employee must be paid overtime rates for all work done outside previous ordinary working hours within 48 hours of being notified of the change.

21.8 Work on Saturdays, Sundays or public holidays

- (a) For work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday, shiftworkers will be paid as follows:

Shift	Penalty rate	Casual penalty rate
	% of ordinary hourly rate	
Saturday	150	175
Sunday	200	225
Public holidays	250	275

- (b) The penalty rates prescribed by clause 21.8 for work on a Saturday, Sunday or public holiday will be payable instead of the shift rate prescribed in clause 21.3.

21.9 Shiftworkers’ meal breaks

While working on day, afternoon or night shift, shiftworkers will be entitled to a paid meal break of 20 minutes. An employee must not be required to work more than 5 hours without a meal break.

21.10 Rate for non-continuous afternoon or night shift

Shiftworkers who work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights must be paid at the rate of **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter for each shift.

21.11 Rate when shift extends beyond midnight

Despite any other provision of clause 21, each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

21.12 Holiday shifts

Where the major portion of a shift falls on a public holiday, the whole of the shift will be regarded as a public holiday shift.

22. Penalty rates

22.1 Weekend work

- (a) For any ordinary time hours worked between midnight on Friday and midnight on Saturday an employee must be paid at **150%** of the ordinary hourly rate.
- (b) For any ordinary time hours worked between midnight on Saturday and midnight on Sunday an employee must be paid at **200%** of the ordinary hourly rate.
- (c) An employee required to work on a Saturday or Sunday will be paid for a minimum of 4 hours' work.
- (d) All time worked on Sunday will stand alone.

22.2 Work on public holidays

- (a) All time worked by a full-time or part-time employee on a public holiday must be paid for at the following rates with a minimum payment of 4 hours:

	% of the ordinary hourly rate
Good Friday and Christmas Day	200
Public holiday other than Good Friday and Christmas Day	150

- (b) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.
- (c) Despite clause 22.2(a) an employee required to work on a public holiday during hours which, if the day were not a public holiday, would be outside the range of ordinary working time, will be paid for such hours at the following rates:

	% of the ordinary hourly rate
Good Friday and Christmas Day	300
Public holiday other than Good Friday and Christmas Day	250

- (d) If Christmas Day falls on a Saturday or Sunday and another day is observed as a public holiday in accordance with sections 114–116 of the [Act](#), a full-time or part-time employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid:

- (i) a loading of **50%** of a normal day's wage for a full day's work; and

- (ii) the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of 4 hours pay; and
 - (iii) the employee will also be entitled to the benefit of the substituted public holiday.
- (e) All time worked by a casual employee on a public holiday must be paid at the following rates in addition to the casual loading at clause 11—Casual employees. The minimum payment will be for 4 hours:

	% of the ordinary hourly rate
Good Friday and Christmas Day	300
Public holiday other than Good Friday and Christmas Day	250

Part 6—Leave and Public Holidays

23. Annual leave

23.1 Annual leave is provided for in the [NES](#). Annual leave does not apply to casual employees.

23.2 Payment for annual leave must be made at the applicable minimum rate in clause 16—Minimum rates for the classification in which the employee would have worked had they not taken the period of leave.

23.3 Additional leave for certain shiftworkers

A **shiftworker**, for the purposes of the additional week’s leave referred to in section 87(1)(b) of the [Act](#), is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

23.4 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the minimum wage rate in clause 16—Minimum rates. Annual leave loading is payable on annual leave accrued and taken and on annual leave paid out on termination.

(b) The loading is as follows:

(i) Day work

Employees who would have worked on day work only had they not been on annual leave—**17.5%** or the relevant weekend penalty rates, whichever is the greater, but not both.

(ii) Shiftwork

Employees who would have worked on shiftwork had they not been on annual leave—a loading of **17.5%** or the shift loading (including relevant weekend penalty rates), whichever is the greater, but not both.

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](#)).

23.5 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 23.5 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c)** The employer must keep a copy of any agreement under clause 23.5 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 23.5, 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.

23.6 Excessive leave accruals: general provision

NOTE: Clauses 23.6 to 23.8 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 23.3).
- (b)** If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- (c) Clause 23.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 23.7(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 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 23.7(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 23.7(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 23.7(d) may result in the direction ceasing to have effect. See clause 23.7(b)(i).

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.

23.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 23.8(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 23.7(a) that, when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 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 23.8(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 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 23.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 23.3) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 23.8(a).

23.9 Annual close-down

An employer may close down an enterprise or part of the enterprise for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than one month's notice of its intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close down is allowed leave, and is paid for that leave at the appropriate rate;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave, and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close down pursuant to clause 23.9 also counts as service by the employee with their employer.

23.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.10.
- (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 23.10 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 23.10 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 23.10 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 23.10.

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 23.10.

NOTE 3: An example of the type of agreement required by clause 23.10 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

24. Personal/carer's leave and compassionate leave

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

24.2 Payment for paid personal/carer's leave must be made at the applicable minimum rate in clause 16—Minimum rates for the classification in which the employee would have worked had they not taken the period of leave.

25. Parental leave and related entitlements

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

26. Community service leave

Community service leave is provided for in the [NES](#).

27. Unpaid family and domestic violence leave

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

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

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.

28. Public holidays

28.1 Public holidays are provided for in the [NES](#).

28.2 Where an employee works on a public holiday, the employee will be paid in accordance with clause 22.2.

28.3 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](#).

28.4 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

29.1 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.

29.2 For the purposes of the discussion under clause 29.1(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.

29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

29.4 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 29.1(b).

29.5 In clause 29 **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.

29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

30.1 Clause 30 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.

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

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

- (a) provide to the employees and representatives mentioned in clause 30.2 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.

30.4 The employer must consider any views given under clause 30.3(b).

30.5 Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

31.1 Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

31.2 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.

31.3 If the dispute is not resolved through discussion as mentioned in clause 31.2, 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.

31.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

- 31.5** 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.
- 31.6** 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.
- 31.7** 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 31.
- 31.8** While procedures are being followed under clause 31 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.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

32. Dispute resolution training leave

- 32.1** An eligible employee representative is entitled to, and must be granted, up to 5 days' leave with pay each calendar year, non-cumulative, to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this award and/or industrial issues which arise at the workplace. A shop steward, delegate or employee representative will only be entitled to leave in accordance with clause 32 for bona fide courses.
- 32.2** For the purpose of clause 32, a **bona fide course** means a Dispute Resolution Training Leave Course conducted under the auspices of a registered training organisation whose scope of registration includes industrial relations training.
- 32.3** An employee representative must give the employer 6 weeks' notice of intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 32.4** The notice to the employer must include details of the type, content and duration of the course to be attended. Upon request, the course curriculum will be provided to the employer.
- 32.5** Leave must be available according to the following scale for each yard, depot or garage of an employer:

No. of full-time and part-time employees covered by this award	Max. no. of employee representatives eligible to attend per year	Max. no. of days permitted per year
5–15	1	5
16–30	2	10

No. of full-time and part-time employees covered by this award	Max. no. of employee representatives eligible to attend per year	Max. no. of days permitted per year
5–15	1	5
31–50	3	15
51–100	4	20
101 and over	5	25

- 32.6 An employer is not liable for any additional expenses associated with an employee’s attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of clause 32 ordinary time earnings are the relevant minimum wage rate and shiftwork loadings, where relevant, plus over-award payment where applicable.
- 32.7 Leave of absence on training leave must be counted as service.
- 32.8 The employee must provide the employer with proof of attendance.
- 32.9 The granting of leave pursuant to clause 32 is subject to the employer being able to make adequate staffing arrangements among current employees during the period of such leave.
- 32.10 An employee will not be eligible to attend such courses until 6 months’ continuous service has been served with the employer.

Part 8—Termination of employment and Redundancy

33. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

33.1 Notice of termination by an employee

- (a) Clause 33.1 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	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice

Column 1	Column 2
Employee's period of continuous service with the employer at the end of the day the notice is given	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 33.1(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 33.1(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 33.1(b), then no deduction can be made under clause 33.1(d).
- (f) Any deduction made under clause 33.1(d) must not be unreasonable in the circumstances.

33.2 Job search entitlement

- (a) 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.
- (b) The time off under clause 33.2 is to be taken at times that are convenient to the employee after consultation with the employer.

34. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

34.1 Transfer to lower paid duties on redundancy

- (a) Clause 34.1 applies if, because of redundancy, an 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 34.1(c).
- (c) If the employer acts as mentioned in clause 34.1(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.

34.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of 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 34 or under sections 119 to 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.

34.3 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 each week of the minimum period of 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 34.3(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 34.3(b).
- (d) An employee who fails to produce proof when required under clause 34.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 33.2.

Schedule A—Classification Definitions for Distribution Facility Employees

A.1 Distribution facility employee level 1

A.1.1 Skills/Duties

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Must be competent to perform one or more of the following tasks/duties:
 - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - (ii) preparation and receipt of appropriate documentation including liaison with suppliers;
 - (iii) allocating and retrieving goods from specific warehouse areas;
 - (iv) basic visual display unit (VDU) operation;
 - (v) periodic housekeeping and stock-checks; or
 - (vi) operating company small delivery vehicle.

A.2 Distribution facility employee level 2

A.2.1 Skills/Duties

- (a) Able to work from complex instructions and procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for the quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Must be competent to perform one or more of the following tasks/duties:
 - (i) inventory and distribution facility control, including:
 - licensed operation of all appropriate materials handling equipment;
 - use of tools and equipment within the warehouse (basic non-trades maintenance);

- (ii) VDU operation; or
 - (iii) Operation of 3 to 6 tonne truck.
- (f) In addition to the above, may possess a duly recognised first aid certificate.

A.3 Distribution facility employee level 3

A.3.1 Skills/Duties

- (a) Understands and is responsible for quality control standards.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Has competent keyboard skills.
- (d) Has sound working knowledge of all distribution facility duties performed at levels below this grade, exercises discretion within scope of this grade.
- (e) May perform work requiring minimal supervision either individually or in a team environment.
- (f) Must be competent to perform one or more of the following tasks/duties:
 - (i) use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc;
 - (ii) operation of all materials handling equipment under license, where required;
 - (iii) development and refinement of a distribution facility layout including proper location of goods and their receipt and dispatch; or
 - (iv) operation of a truck with a capacity in excess of 6 tonnes up to and including 13.9 tonnes GVM.
- (g) In addition to the above, may be responsible for the proper application and maintenance of appropriate work health and safety standards.

A.4 Distribution facility employee level 4

A.4.1 Skills/Duties

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for a distribution facility or a large section of a distribution facility.
- (c) Possesses a highly developed level of interpersonal and communication skills.
- (d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- (e) Exercises discretion within the scope of this level.

- (f) Exercises skills attained through the successful completion of an appropriate certificate and must be competent to perform one or more of the following tasks or combination of tasks:
- (i) liaising with management, suppliers and customers with respect to distribution facility operations;
 - (ii) detailing and co-ordinating activities of other distribution facility workers; or
 - (iii) maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc.

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Schedule B—Classification Structure

Transport worker grade	Classification
1	General hand: greaser and cleaner, yardperson, vehicle washer and detailer, motor driver’s assistant/furniture remover’s assistant
	Loader—other than freight forwarder
	Courier—foot or bicycle
2	Loader—freight forwarder
	Tow motor driver
	Driver of a rigid vehicle (including a motorcycle) not exceeding 4.5 tonnes GVM
3	Driver of a fork-lift up to and including 5 tonnes lifting capacity
	Driver of a two-axle rigid vehicle on any other rigid vehicle exceeding 4.5 tonnes, but not exceeding 13.9 tonnes GVM unless by special permit or registration such vehicle may be up to 15 tonnes GVM
	Driver of a concrete mixer up to and including 2 cubic metre bowl
	Distribution facility employee level 1
4	Driver of a 3-axle rigid vehicle exceeding 13.9 tonnes GVM
	Driver oil tractor
	Radio operator
	Driver of fork-lift with a lifting capacity in excess of 5 tonnes and up to and including 10 tonnes
	Weighbridge attendant
	Driver of a straddle truck
	Driver of a concrete mixer over 2 cubic metre bowl and up to 4.9 cubic metre bowl
	Crane chaser/dogger
	Distribution facility employee level 2
5	Driver of a fork-lift with a lifting capacity in excess of 10 tonnes and up to 34 tonnes

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Transport worker grade	Classification
	Driver of a rigid vehicle with 4 or more axles and a GVM exceeding 13.9 tonnes
	Driver of a rigid vehicle and heavy trailer combination with three axles and a GCM of 22.4 tonnes or less
	Driver of an articulated vehicle with three axles and a GCM of 22.4 tonnes or less
	Driver of a concrete mixer with a 5 cubic metre bowl and over
6	Driver of a rigid vehicle and a heavy trailer combination with more than three axles and a GCM greater than 22.4 tonnes up to and including 53.4 tonnes
	Driver of a mobile crane lifting up to and including 25 tonnes
	Driver of an articulated vehicle with more than three axles and a GCM greater than 22.4 tonnes
	Driver of a low loader with a GCM up to and including 43 tonnes
	Driver of a forklift with a lifting capacity over 34 tonnes
	Transport rigger
7	Driver of a double articulated vehicle up to and including 53.4 tonnes GCM—including B-Doubles
	Driver of a low loader with a GCM exceeding 43 tonnes
	Provided that no load will exceed the limit prescribed by or under any State or Territory legislation
	Distribution facility employee level 3
8	Driver of a mobile crane with a lifting capacity over 25 tonnes and up to 50 tonnes
	Driver of a rigid vehicle and trailer(s) or double articulated vehicle exceeding 53.4 tonnes GCM including B-Doubles
	Driver of a multi-axle platform trailing equipment with a carrying capacity up to and including 70 tonnes
9	Driver of a mobile crane with a lifting capacity over 50 tonnes
	Driver of a gantry crane
	Driver of a rigid vehicle with trailer combinations or articulated vehicle with

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Transport worker grade	Classification
	trailer combinations exceeding 94 tonnes GCM
	Distribution facility employee level 4
	Aerodrome attendant
10	Driver of a multi-axle platform trailing equipment with a carrying capacity over 70 tonnes.

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Schedule C—Summary of Hourly Rates of Pay

C.1 Ordinary hourly rate

C.1.1 Ordinary hourly rate means the hourly rate for the employee’s classification, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes as specified in clause 18.3(a).

C.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 16—Minimum rates. Consistent with clause C.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

C.2 Full-time and part-time employees—ordinary and penalty rates

C.2.1 Full-time and part-time transport employees—other than shiftworkers

	Ordinary hours	Early morning ¹	Saturday	Sunday	Public holiday	
					Good Friday & Christmas Day	Any other public holiday
% of ordinary hourly rate ²						
	100%	130%	150%	200%	300%	250%
	\$	\$	\$	\$	\$	\$
Transport Worker Grade 1	20.65	26.85	30.98	41.30	61.95	51.63
Transport Worker Grade 2	21.17	27.52	31.76	42.34	63.51	52.93
Transport Worker Grade 3	21.43	27.86	32.15	42.86	64.29	53.58
Transport Worker Grade 4	21.82	28.37	32.73	43.64	65.46	54.55
Transport Worker Grade 5	22.09	28.72	33.14	44.18	66.27	55.23
Transport Worker Grade 6	22.35	29.06	33.53	44.70	67.05	55.88
Transport Worker Grade 7	22.67	29.47	34.01	45.34	68.01	56.68
Transport Worker Grade 8	23.33	30.33	35.00	46.66	69.99	58.33

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	Ordinary hours	Early morning ¹	Saturday	Sunday	Public holiday	
					Good Friday & Christmas Day	Any other public holiday
% of ordinary hourly rate ²						
	100%	130%	150%	200%	300%	250%
	\$	\$	\$	\$	\$	\$
Transport Worker Grade 9	23.72	30.84	35.58	47.44	71.16	59.30
Transport Worker Grade 10	24.31	31.60	36.47	48.62	72.93	60.78

¹ Newspaper, meat, live poultry delivery employees or drivers employed at a fish, fruit or vegetable store - where ordinary hours commence between 12.01 am and 6.00 am, Monday to Friday.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.2.2 Full-time and part-time transport employees—shiftworkers

	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
% of ordinary hourly rate ²								
	100%	117.5%	130%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Transport Worker Grade 1	20.65	24.26	26.85	30.98	41.30	30.98	41.30	51.63
Transport Worker Grade 2	21.17	24.87	27.52	31.76	42.34	31.76	42.34	52.93
Transport Worker Grade 3	21.43	25.18	27.86	32.15	42.86	32.15	42.86	53.58
Transport Worker Grade 4	21.82	25.64	28.37	32.73	43.64	32.73	43.64	54.55
Transport Worker Grade 5	22.09	25.96	28.72	33.14	44.18	33.14	44.18	55.23
Transport Worker Grade 6	22.35	26.26	29.06	33.53	44.70	33.53	44.70	55.88
Transport Worker Grade 7	22.67	26.64	29.47	34.01	45.34	34.01	45.34	56.68
Transport Worker Grade 8	23.33	27.41	30.33	35.00	46.66	35.00	46.66	58.33
Transport Worker Grade 9	23.72	27.87	30.84	35.58	47.44	35.58	47.44	59.30
Transport Worker Grade 10	24.31	28.56	31.60	36.47	48.62	36.47	48.62	60.78

¹ **Non continuous afternoon or night** means work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights in accordance with clause 21.10.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.2.3 Full-time and part-time oil distribution employees—other than shiftworkers

	Ordinary hours	Saturday	Sunday	Public holiday	
				Good Friday & Christmas Day	Any other public holiday
% of ordinary hourly rate ¹					
	100%	150%	200%	300%	250%
	\$	\$	\$	\$	\$
Transport Worker Grade 1	22.42	33.63	44.84	67.26	56.05
Transport Worker Grade 2	22.98	34.47	45.96	68.94	57.45
Transport Worker Grade 3	23.26	34.89	46.52	69.78	58.15
Transport Worker Grade 4	23.69	35.54	47.38	71.07	59.23
Transport Worker Grade 5	23.99	35.99	47.98	71.97	59.98
Transport Worker Grade 6	24.26	36.39	48.52	72.78	60.65
Transport Worker Grade 7	24.62	36.93	49.24	73.86	61.55
Transport Worker Grade 8	25.33	38.00	50.66	75.99	63.33
Transport Worker Grade 9	25.76	38.64	51.52	77.28	64.40
Transport Worker Grade 10	26.39	39.59	52.78	79.17	65.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.2.4 Full-time and part-time oil distribution employees—shiftworkers

	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
% of ordinary hourly rate ²								
	100%	117.5%	130%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Transport Worker Grade 1	22.42	26.34	29.15	33.63	44.84	33.63	44.84	56.05
Transport Worker Grade 2	22.98	27.00	29.87	34.47	45.96	34.47	45.96	57.45
Transport Worker Grade 3	23.26	27.33	30.24	34.89	46.52	34.89	46.52	58.15
Transport Worker Grade 4	23.69	27.84	30.80	35.54	47.38	35.54	47.38	59.23
Transport Worker Grade 5	23.99	28.19	31.19	35.99	47.98	35.99	47.98	59.98
Transport Worker	24.26	28.51	31.54	36.39	48.52	36.39	48.52	60.65

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	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
% of ordinary hourly rate ²								
	100%	117.5%	130%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Grade 6								
Transport Worker Grade 7	24.62	28.93	32.01	36.93	49.24	36.93	49.24	61.55
Transport Worker Grade 8	25.33	29.76	32.93	38.00	50.66	38.00	50.66	63.33
Transport Worker Grade 9	25.76	30.27	33.49	38.64	51.52	38.64	51.52	64.40
Transport Worker Grade 10	26.39	31.01	34.31	39.59	52.78	39.59	52.78	65.98

¹ **Non continuous afternoon or night** means work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights in accordance with clause 21.10.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.2.5 Full-time and part-time distribution facility employees—other than shiftworkers

	Ordinary hours	Saturday	Sunday	Public holiday	
				Good Friday & Christmas Day	Any other public holiday
% of ordinary hourly rate ¹					
	100%	150%	200%	300%	250%
	\$	\$	\$	\$	\$
Distribution facility employee level 1	21.43	32.15	42.86	64.29	53.58
Distribution facility employee level 2	21.82	32.73	43.64	65.46	54.55
Distribution facility employee level 3	22.67	34.01	45.34	68.01	56.68
Distribution facility employee level 4	23.72	35.58	47.44	71.16	59.30

¹ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.2.6 Full-time and part-time distribution facility employees—shiftworkers

	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
% of ordinary hourly rate ¹								
	100%	117.5%	130%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Distribution facility employee level 1	21.43	25.18	27.86	32.15	42.86	32.15	42.86	53.58
Distribution facility employee level 2	21.82	25.64	28.37	32.73	43.64	32.73	43.64	54.55
Distribution facility employee level 3	22.67	26.64	29.47	34.01	45.34	34.01	45.34	56.68
Distribution facility employee level 4	23.72	27.87	30.84	35.58	47.44	35.58	47.44	59.30

¹ **Non continuous afternoon or night** means work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights in accordance with clause 21.10.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.3 Full-time and part-time employees—overtime

C.3.1 Full-time and part-time transport employees—other than shiftworkers

	First 2 hours ¹	After 2 hours ¹	Public Holiday ²	Good Friday & Christmas Day ³
% of ordinary hourly rate ⁴				
	150%	200%	250%	300%
	\$	\$	\$	\$
Transport Worker Grade 1	30.98	41.30	51.63	61.95
Transport Worker Grade 2	31.76	42.34	52.93	63.51
Transport Worker Grade 3	32.15	42.86	53.58	64.29
Transport Worker Grade 4	32.73	43.64	54.55	65.46
Transport Worker Grade 5	33.14	44.18	55.23	66.27
Transport Worker Grade 6	33.53	44.70	55.88	67.05
Transport Worker Grade 7	34.01	45.34	56.68	68.01
Transport Worker Grade 8	35.00	46.66	58.33	69.99
Transport Worker Grade 9	35.58	47.44	59.30	71.16

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	First 2 hours¹	After 2 hours¹	Public Holiday²	Good Friday & Christmas Day³
	% of ordinary hourly rate⁴			
	150%	200%	250%	300%
	\$	\$	\$	\$
Transport Worker Grade 10	36.47	48.62	60.78	72.93

¹ Outside ordinary hours.

² Outside the range of ordinary working time.

³ Outside or in excess of ordinary hours.

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.3.2 Full-time and part-time transport employees—shiftworkers

	First 2 hours¹	After 2 hours¹
	% of ordinary hourly rate²	
	150%	200%
	\$	\$
Transport Worker Grade 1	30.98	41.30
Transport Worker Grade 2	31.76	42.34
Transport Worker Grade 3	32.15	42.86
Transport Worker Grade 4	32.73	43.64
Transport Worker Grade 5	33.14	44.18
Transport Worker Grade 6	33.53	44.70
Transport Worker Grade 7	34.01	45.34
Transport Worker Grade 8	35.00	46.66
Transport Worker Grade 9	35.58	47.44
Transport Worker Grade 10	36.47	48.62

¹ Time worked outside or in excess of the ordinary shift hours or on a shift other than a rostered shift.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.3.3 Full-time and part-time oil distribution employees—other than shiftworkers

	First 2 hours¹	After 2 hours¹	Public Holiday²	Good Friday & Christmas Day³
	% of ordinary hourly rate⁴			
	150%	200%	250%	300%
	\$	\$	\$	\$

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	First 2 hours¹	After 2 hours¹	Public Holiday²	Good Friday & Christmas Day³
	% of ordinary hourly rate⁴			
	150%	200%	250%	300%
	\$	\$	\$	\$
Transport Worker Grade 1	33.63	44.84	56.05	67.26
Transport Worker Grade 2	34.47	45.96	57.45	68.94
Transport Worker Grade 3	34.89	46.52	58.15	69.78
Transport Worker Grade 4	35.54	47.38	59.23	71.07
Transport Worker Grade 5	35.99	47.98	59.98	71.97
Transport Worker Grade 6	36.39	48.52	60.65	72.78
Transport Worker Grade 7	36.93	49.24	61.55	73.86
Transport Worker Grade 8	38.00	50.66	63.33	75.99
Transport Worker Grade 9	38.64	51.52	64.40	77.28
Transport Worker Grade 10	39.59	52.78	65.98	79.17

¹ Outside ordinary hours.

² Outside the range of ordinary working time.

³ Outside or in excess of ordinary hours.

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.3.4 Full-time and part-time oil distribution employees—shiftworkers

	First 2 hours¹	After 2 hours¹
	% of ordinary hourly rate²	
	150%	200%
	\$	\$
Transport Worker Grade 1	33.63	44.84
Transport Worker Grade 2	34.47	45.96
Transport Worker Grade 3	34.89	46.52
Transport Worker Grade 4	35.54	47.38
Transport Worker Grade 5	35.99	47.98
Transport Worker Grade 6	36.39	48.52
Transport Worker Grade 7	36.93	49.24
Transport Worker Grade 8	38.00	50.66
Transport Worker Grade 9	38.64	51.52

	First 2 hours ¹	After 2 hours ¹
	% of ordinary hourly rate ²	
	150%	200%
	\$	\$
Transport Worker Grade 10	39.59	52.78

¹ Time worked outside or in excess of the ordinary shift hours or on a shift other than a rostered shift.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.3.5 Full-time and part-time distribution facility employees—other than shiftworkers

	First 2 hours ¹	After 2 hours ¹	Public Holiday ²	Good Friday & Christmas Day ³
	% of ordinary hourly rate ⁴			
	150%	200%	250%	300%
	\$	\$	\$	
Distribution facility employee level 1	32.15	42.86	53.58	64.29
Distribution facility employee level 2	32.73	43.64	54.55	65.46
Distribution facility employee level 3	34.01	45.34	56.68	68.01
Distribution facility employee level 4	35.58	47.44	59.30	71.16

¹ Outside ordinary hours.

² Outside the range of ordinary working time.

³ Outside or in excess of ordinary hours.

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.3.6 Full-time and part-time distribution facility employees—shiftworkers

	First 2 hours	After 2 hours
	% of ordinary hourly rate ¹	
	150%	200%
	\$	\$
Distribution facility employee level 1	32.15	42.86
Distribution facility employee level 2	32.73	43.64
Distribution facility employee level 3	34.01	45.34
Distribution facility employee level 4	35.58	47.44

¹ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.4 Casual employees—ordinary and penalty rates

C.4.1 Casual transport employees—other than shiftworkers

	Ordinary hours	Early morning ¹	Saturday	Sunday	Public holiday	
					Good Friday & Christmas Day	Any other public holiday
% of ordinary hourly rate ²						
	125%	155%	175%	225%	325%	275%
	\$	\$	\$	\$	\$	\$
Transport Worker Grade 1	25.81	32.01	36.14	46.46	67.11	56.79
Transport Worker Grade 2	26.46	32.81	37.05	47.63	68.80	58.22
Transport Worker Grade 3	26.79	33.22	37.50	48.22	69.65	58.93
Transport Worker Grade 4	27.28	33.82	38.19	49.10	70.92	60.01
Transport Worker Grade 5	27.61	34.24	38.66	49.70	71.79	60.75
Transport Worker Grade 6	27.94	34.64	39.11	50.29	72.64	61.46
Transport Worker Grade 7	28.34	35.14	39.67	51.01	73.68	62.34
Transport Worker Grade 8	29.16	36.16	40.83	52.49	75.82	64.16
Transport Worker Grade 9	29.65	36.77	41.51	53.37	77.09	65.23
Transport Worker Grade 10	30.39	37.68	42.54	54.70	79.01	66.85

¹ Newspaper, meat, live poultry delivery employees or drivers employed at a fish, fruit or vegetable store - where ordinary hours commence between 12.01 am and 6.00 am, Monday to Friday.

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.4.2 Casual transport employees—shiftworkers

	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
				% of ordinary hourly rate ²				
	125%	142.5%	155%	175%	225%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Transport Worker Grade 1	25.81	29.43	32.01	36.14	46.46	36.14	46.46	56.79
Transport Worker Grade 2	26.46	30.17	32.81	37.05	47.63	37.05	47.63	58.22
Transport Worker Grade 3	26.79	30.54	33.22	37.50	48.22	37.50	48.22	58.93
Transport Worker Grade 4	27.28	31.09	33.82	38.19	49.10	38.19	49.10	60.01
Transport Worker Grade 5	27.61	31.48	34.24	38.66	49.70	38.66	49.70	60.75
Transport Worker Grade 6	27.94	31.85	34.64	39.11	50.29	39.11	50.29	61.46
Transport Worker Grade 7	28.34	32.30	35.14	39.67	51.01	39.67	51.01	62.34
Transport Worker Grade 8	29.16	33.25	36.16	40.83	52.49	40.83	52.49	64.16
Transport Worker Grade 9	29.65	33.80	36.77	41.51	53.37	41.51	53.37	65.23
Transport Worker Grade 10	30.39	34.64	37.68	42.54	54.70	42.54	54.70	66.85

¹ **Non continuous afternoon or night** means work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights in accordance with clause 21.10

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.4.3 Casual oil distribution employees—other than shiftworkers

	Ordinary hours	Saturday	Sunday	Public holiday	
				Good Friday & Christmas Day	Any other public holiday
				% of ordinary hourly rate ¹	
	125%	175%	225%	325%	275%
	\$	\$	\$	\$	\$
Transport Worker Grade 1	28.03	39.24	50.45	72.87	61.66
Transport Worker Grade 2	28.73	40.22	51.71	74.69	63.20

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	Ordinary hours	Saturday	Sunday	Public holiday	
				Good Friday & Christmas Day	Any other public holiday
% of ordinary hourly rate ¹					
	125%	175%	225%	325%	275%
	\$	\$	\$	\$	\$
Transport Worker Grade 3	29.08	40.71	52.34	75.60	63.97
Transport Worker Grade 4	29.61	41.46	53.30	76.99	65.15
Transport Worker Grade 5	29.99	41.98	53.98	77.97	65.97
Transport Worker Grade 6	30.33	42.46	54.59	78.85	66.72
Transport Worker Grade 7	30.78	43.09	55.40	80.02	67.71
Transport Worker Grade 8	31.66	44.33	56.99	82.32	69.66
Transport Worker Grade 9	32.20	45.08	57.96	83.72	70.84
Transport Worker Grade 10	32.99	46.18	59.38	85.77	72.57

¹ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.4.4 Casual oil distribution employees—shiftworkers

	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
% of ordinary hourly rate ²								
	125%	142.5%	155%	175%	225%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Transport Worker Grade 1	28.03	31.95	34.75	39.24	50.45	39.24	50.45	61.66
Transport Worker Grade 2	28.73	32.75	35.62	40.22	51.71	40.22	51.71	63.20
Transport Worker Grade 3	29.08	33.15	36.05	40.71	52.34	40.71	52.34	63.97
Transport Worker Grade 4	29.61	33.76	36.72	41.46	53.30	41.46	53.30	65.15
Transport Worker Grade 5	29.99	34.19	37.18	41.98	53.98	41.98	53.98	65.97
Transport Worker Grade 6	30.33	34.57	37.60	42.46	54.59	42.46	54.59	66.72
Transport Worker Grade 7	30.78	35.08	38.16	43.09	55.40	43.09	55.40	67.71

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	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
	% of ordinary hourly rate²							
	125%	142.5%	155%	175%	225%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Transport Worker Grade 8	31.66	36.10	39.26	44.33	56.99	44.33	56.99	69.66
Transport Worker Grade 9	32.20	36.71	39.93	45.08	57.96	45.08	57.96	70.84
Transport Worker Grade 10	32.99	37.61	40.90	46.18	59.38	46.18	59.38	72.57

¹ **Non continuous afternoon or night** means work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights in accordance with clause 21.10

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.4.5 Casual distribution facility employees—other than shiftworkers

	Ordinary hours	Saturday	Sunday	Public holiday	
				Good Friday & Christmas Day	Any other public holiday
	% of ordinary hourly rate¹				
	125%	175%	225%	325%	275%
	\$	\$	\$	\$	\$
Distribution facility employee level 1	26.79	37.50	48.22	69.65	58.93
Distribution facility employee level 2	27.28	38.19	49.10	70.92	60.01
Distribution facility employee level 3	28.34	39.67	51.01	73.68	62.34
Distribution facility employee level 4	29.65	41.51	53.37	77.09	65.23

¹ Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

C.4.6 Casual distribution facility employees—shiftworkers

	Day	Afternoon	Night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
				First 3 hours	After 3 hours			
	% of ordinary hourly rate²							
	125%	142.5%	155%	175%	225%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Distribution facility employee level 1	26.79	30.54	33.22	37.50	48.22	37.50	48.22	58.93
Distribution facility employee level 2	27.28	31.09	33.82	38.19	49.10	38.19	49.10	60.01
Distribution facility employee level 3	28.34	32.30	35.14	39.67	51.01	39.67	51.01	62.34
Distribution facility employee level 4	29.65	33.80	36.77	41.51	53.37	41.51	53.37	65.23

¹ **Non continuous afternoon or night** means work on any afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights in accordance with clause 21.10

² Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

Schedule D—Summary of Monetary Allowances

See clause 18—Allowances for full details of allowances payable under this award.

D.1 Wage-related allowances

D.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly wage rate for a Transport worker grade 3 in clause 16—Minimum rates = **\$814.20**

Allowance	Clause	% of standard rate	\$	Payable
Driver of low loader with GCM over 43 tonnes—for each extra tonne ¹	19.3(b)(i)	0.18	1.47	per week
Driver of multi-axle platform trailing equipment with carrying capacity in excess of 100 tonnes— for each extra 10 tonnes in excess of 100 tonnes and up to 150 tonnes ¹	19.3(b)(ii)	2.18	17.75	per week
Driver of multi-axle platform trailing equipment with carrying capacity in excess of 100 tonnes— for each extra 10 tonnes in excess of 150 tonnes and up to 200 tonnes ¹	19.3(b)(ii)	2.09	17.02	per week
Driver of multi-axle platform trailing equipment with carrying capacity in excess of 100 tonnes – for each extra 10 tonnes between 200 and 300 tonnes ¹	19.3(b)(ii)	2.04	16.61	per week
Leading hand (except leading loader) in charge of—3-10 employees	19.3(c)	4.72	38.43	per week
Leading hand (except leading loader) in charge of—11-to 20 employees	19.3(c)	7.03	57.24	per week

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Allowance	Clause	% of standard rate	\$	Payable
Leading hand (except leading loader) in charge of—More than 20 employees	19.3(c)	8.93	72.71	per week
Motor vehicle—length in excess of legislated limit	19.3(d)(i)	0.46	3.75	per day
Motor vehicle—truck loading crane mounted on vehicle	19.3(d)(ii)	0.46	3.75	per day
Motor vehicle—side-lifter crane mounted on vehicle	19.3(d)(iii)	0.46	3.75	per day
Motor vehicle—width (and/or load) in excess of 3.5m	19.3(d)(iv)	0.46	3.75	per day
Furniture carter allowance	19.3(d)(v)	2.59	21.09	per week
Livestock carter allowance	19.3(d)(vi)	2.59	21.09	per week
Sanitary vehicle allowance	19.3(d)(vii)	2.92	23.77	per week
Garbage collection allowance	19.3(d)(viii)	2.39	19.46	per week
Driver-salesperson allowance	19.3(d)(ix)	2.19	17.83	per week
Carbon black allowance	19.3(d)(x)	0.28	2.28	per day
Offensive material allowance	19.3(d)(xi)	0.36	2.93	per day
Dirty material allowance	19.3(d)(xii)	0.06	0.49	per hour
Tar handling allowance	19.3(d)(xiii)	0.45	3.66	per week
Coffin handling allowance	19.3(d)(xiv)	0.38	3.09	per coffin
Money handling allowance—Up to \$20	19.3(e)	0.23	1.87	per week
Money handling allowance—\$20 but not exceeding \$200	19.3(e)	0.45	3.66	per week
Money handling allowance—Over \$200 but not exceeding \$600	19.3(e)	0.77	6.27	per week

Allowance	Clause	% of standard rate	\$	Payable
Money handling allowance—Over \$600 but not exceeding \$1000	19.3(e)	1.00	8.14	per week
Money handling allowance—Over \$1000 but not exceeding \$1200	19.3(e)	1.41	11.48	per week
Money handling allowance—Over \$1200 but not exceeding \$1600	19.3(e)	2.18	17.75	per week
Money handling allowance—Over \$1600 but not exceeding \$2000	19.3(e)	2.41	19.62	per week
Money handling allowance—Over \$2000	19.3(e)	2.74	22.31	per week
Bulk dangerous goods allowance	19.3(f)(i)	2.37	19.30	per day
Packaged dangerous goods allowance	19.3(f)(ii)	0.99	8.06	per day
First aid allowance	19.3(g)	1.60	13.03	per week

¹ This allowance applies for all purposes.

D.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

D.2 Expense-related allowances

D.2.1 The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$	Payable
Travelling allowance	19.5(a)	31.66	per day
Housing allowance—this amount less than the amount of rent charged	19.5(d)(ii)	3.15	-
Meal allowance	19.5(f)	16.25	per meal

D.2.2 Adjustment of expense-related allowances

(a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable

index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (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
Meal allowance	Take away and fast foods sub-group
Travelling allowance	Private motoring sub-group
Housing	Domestic holiday travel and accommodation sub-group

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Schedule E—Supported Wage System

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

E.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

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

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the 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 wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employmentss

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

E.9 Workplace adjustment

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

E.10 Trial period

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

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

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

Schedule F—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 G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Part-day Public Holidays

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
 - (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- H.3** 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](#).

H.4 This schedule is not intended to detract from or supplement the [NES](#).

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