

# Vehicle Manufacturing, Repair, Services and Retail Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 11 May 2020 ([PR719205](#)).

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

Schedule J

Current review matter(s): [AM2014/47](#); [AM2014/93](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/301](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

**Long service leave** – an order [[PR506544](#)] has been issued to preserve long service leave entitlements under the Division 2B State award titled *Broken Hill Commerce and Industry Consent Award 2008* [[RA120088](#)].

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[Varied by [PR991598](#), [PR992635](#), [PR994547](#), [PR532628](#), [PR544519](#), [PR544664](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR583095](#), [PR609415](#), [PR610255](#), [PR701492](#), [PR718141](#), [PR719205](#)]

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## Part 1—Application and Operation

### 1. Title

This award is the *Vehicle Manufacturing, Repair, Services and Retail Award 2010*.

### 2. Commencement and transitional

[Varied by [PR991598](#), [PR542209](#)]

**2.1** This award commences on 1 January 2010.

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

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

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

[2.4 varied by [PR542209](#) ppc 04Dec13]

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

[2.5 varied by [PR542209](#) ppc 04Dec13]

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

[2.6 varied by [PR542209](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

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

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

### 3. Definitions and interpretation

[Varied by [PR992635](#), [PR994547](#), [PR997772](#), [PR503732](#), [PR538947](#), [PR544664](#), [PR545338](#), [PR546073](#)]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **adult roadhouse attendant** inserted by [PR538947](#) from 01Jan10]

**adult roadhouse attendant** means an employee of 20 years of age or over employed in a roadhouse, snack bar, kiosk or restaurant being part of or operated as an integral part of an establishment falling within the area of this award

[Definition of **agreement-based transitional instrument** inserted by [PR994547](#) from 01Jan10]

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

**agricultural vehicle salesperson** means an employee employed in the sale of agricultural motor vehicles and self-propelled farming implements or units for which the agricultural motor vehicle or self-propelled farming implement provides the motive power

[Definition of **apprenticeship authority** inserted by [PR544664](#) ppc 01Jan14; corrected by [PR545338](#) ppc 01Jan14]

**apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship

**apprenticeship Authority** means:

- New South Wales Vocational Training Boards established by the *Vocational Education and Training Act 1990* (NSW);

Provided that in New South Wales in respect of the cancellation and/or suspension of indentures the appropriate apprenticeship authority will be a Vocational Training Board established by the *Apprenticeship and Training Act 2001* (NSW);

- Victorian State Training Board;
- Training and Employment Recognition Council of Queensland;
- Accreditation and Registration Council of South Australia;
- Tasmanian Training Authority;

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- Western Australia State Training Council (Board); or
- An authority or person appointed under the *Workplace Relations Act 1996* (Cth) for the purposes of this award

**automotive instrument mechanic** means a tradesperson required to repair and service all makes and types of automotive instruments

**automotive engine reconditioner** means a tradesperson employed in a workshop principally concerned in the reconditioning of miscellaneous makes of used internal combustion engines where the engine and parts do not lose their identity and who, as part of their normal duties:

- is required to set up or set up and operate one or more of the following machines: crankshaft grinder, camshaft grinder, internal grinder, surface grinder, cylinder borer, line borer, con rod borer, honing machine, pin fitting machine, valve seat grinding and inserting machines, and including the machines enumerated in Machinist (metal)—1st class;
- in the course of such work is responsible for determining sizes and tolerances of a precision nature in accordance with prepared technical data;
- uses in a tradesperson's capacity the same precision tools and measuring instruments as are used by engineering tradespersons; and
- possesses and uses the knowledge of automotive theory and practice obtained through satisfactorily completing an apprenticeship as an automotive engine reconditioner.

**automotive parts interpreter (specialist)** means an adult employee who:

- has completed a formal course of technical school training in the automotive parts distribution industry;
- is regulated by an apprenticeship authority or apprenticeship board constituted under this award and who is required by their employer to perform the duties related to automotive parts sales and distribution;
- is required in the performance of such duties to have and utilise a detailed knowledge of the workings of a wide range of vehicles and uses such knowledge to interpret the proper application of all component parts as required;
- has had at least seven years' experience in the automotive parts distribution industry and who is required by their employer to perform the duties related to automotive parts sales and distribution; and
- is required in the performance of such duties to have and utilise a detailed knowledge of the workings of a wide range of vehicles and uses such knowledge to interpret the proper application of all component parts as required

**automotive parts salesperson (experienced)** means an employee who has had three or more years' adult experience in the automotive parts distribution industry and who is required by their employer to perform the duties related to automotive parts sales

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and distribution and who in the performance of such duties is required to utilise knowledge of the workings of vehicles and the component parts thereof

**automotive serviceperson and/or checker** means an employee, not being a tradesperson, engaged in checking and adjusting in the processes of pre-delivery or after-sales service in accordance with manufacturers' periodic service procedures, excluding any function requiring a tradesperson's skill and knowledge

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

**bodymaker—1st class** means a tradesperson engaged in the building, rebuilding, altering, without the aid of jigs, repairing or customising of passenger and/or commercial vehicle bodies, trailers and other vehicle bodies or chassis in wood/metal and other substitute material

**bodymaker—2nd class** means an employee engaged in the building of bodies constructed with the aid of jigs

**brake mechanic** means a tradesperson required to diagnose faults in, repair and install all types of brake systems of motor vehicles including cars, commercial vehicles and heavy equipment

**brake service person** means an employee (not being a tradesperson) who does not diagnose faults or road test vehicles but who is required to install and replace brake components under supervision and/or is engaged in the reconditioning of brake components other than the checking and assembly of hydraulic assemblies

[Definition of **default fund employee** inserted by [PR546073](#) ppc 01Jan14]

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

[Definition of **defined benefit member** inserted by [PR546073](#) ppc 01Jan14]

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

**detailer** means an employee (not being a tradesperson) whose work includes that of a paintshop assistant and/or polisher and/or cutter using buff or wet and dry rubber and/or painter—brush and/or spray on mechanical and/or chassis components, in addition to the cleaning and polishing of new and/or used vehicles

[Definition of **Division 2B State award** inserted by [PR503732](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503732](#) ppc 01Jan11]

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



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[Definition of **driver handling money** varied by [PR538947](#) from 01Jan10]

**driver handling money** means an employee covered by clause 33.4 or clause 33.5 including a junior employee employed in either class of work and who collects and/or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out

**driver tow truck** references in Section 1—Vehicle Industry RS&R Employees of drivers of classes of tow trucks refer to drivers of the following classes of vehicles, including:

- **class 1**—small conventional unit: a tow truck with a load capacity of not less than 1270 kilograms equipped with a crane with a safe working load of not less than 1020 kilograms;
- **class 2**—larger conventional unit: a tow truck with a load capacity of not less than 3040 kilograms equipped with a crane with a safe working load of not less than 2540 kilograms;
- **class 3**—light salvage unit: a tow truck with a load capacity of not less than 6130 kilograms and equipped with a crane having a safe working load of more than 5080 kilograms; or
- **class 4**—heavy salvage unit: a tow truck with gross train weight of 25 400 kilograms minimum, tandem drive, power operated crane with a safe working load of 50 580 kilograms minimum, power operated winch, power and vacuum brake take off

**electroplater—1st class** means an employee who maintains the solutions used and is responsible for the electroplating of ware

**electroplater—2nd class** means an employee not responsible for the solutions used and mainly engaged on electroplating

**electroplater—3rd class** means an employee engaged on the barrel plating system

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

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

**employee representative** means an employee elected or appointed by the employees in a workplace, which will include an employee appointed as shop steward in the area or department in which the employee is employed, for the purpose of representing the employees in matters arising from the application of provisions in this award. In the case of a shop steward being appointed, the responsible officer of the union concerned will provide written notification to the employer. Upon such notification, the employee will be recognised as the accredited representative of the union to which they belong.

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

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

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

[Definition of **exempt public sector superannuation scheme** inserted by [PR546073](#) ppc 01Jan14]

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

**exhaust repairer** means a person who repairs and/or replaces exhaust systems on motor vehicles, but does not include the repair, removal or replacement of any mechanical, electrical system or circuit or any electronic device associated with a motor vehicle, nor any component of the engine or any other skill which falls into a trade classification

**machinist (metal)—1st class** means a tradesperson partly or wholly engaged in setting up and operating the following machines: lathe; boring machine; milling machine; planing machine; shaping machine; slotting machine; precision grinding machine and a drilling machine where the operator uses the same precision tools as fitters or turners

**machinist (metal)—2nd class** means an employee not engaged as a tradesperson who is not required to work from drawings or prints or to do precision work, but who is engaged in operating or in setting up and operating all machines, other than a drilling machine, enumerated in the definition of Machinist (metal)—1st class

**machinist (metal)—3rd class** means an employee other than a process worker who operates any power driven machine for which a rate is not elsewhere prescribed in this award and without limiting the scope of the foregoing includes such an employee operating any of the following: nut; bolt; rivet or dog spike making machines; tapping machines; and drilling machines on work other than that specified in the definition of Machinist (metal)—1st class

**motor mechanic** means a tradesperson engaged in making or under jobbing conditions, repairing, altering or assembling (except in the production of new vehicles) or testing the mechanical and/or electrical parts of the engine and/or transmission, and/or fuel system, and/or induction systems, and/or exhaust system, and/or steering mechanism, and/or suspension system and/or braking system, of motor vehicles but does not include:

- (a) an employee engaged only in making minor adjustments; or
- (b) an employee engaged in the reconditioning of engines by specialised methods except so much of the work which calls for the application for general trade experience as a motor mechanic.

**motor vehicle salesperson** means an employee employed in the sale of road and industrial vehicles, motorcycles, caravans, trailers and/or boats

[Definition of **MySuper product** inserted by [PR546073](#) ppc 01Jan14]

**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)

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[Definition of **on-hire** inserted by [PR994547](#) from 01Jan10]

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

**packer** means an employee responsible for the selection of parts or accessories according to requisitions or for the packing and method of packing for dispatch

**paint shop assistant** means an employee generally assisting in paint shop work including stopping up, rubbing down, masking, cleaning up and/or applying other than finish coats

**panel beater** means a tradesperson who repairs structural components, frames or panel work of motor vehicles constructed in whole or part from metal, metal alloys or substituted material and includes the formation of panels by hand/or process

**plant mechanic** (New South Wales only) means a tradesperson engaged in repairing and/or overhauling wheeled, track or tractor type mobile equipment associated with construction equipment, earthmoving equipment, prime movers, or agricultural and industrial mobile equipment such as petrol, LPG and/or diesel engines, transmissions, hydraulics, electrical systems and ancillary equipment

**precision measurements** means measurements of a finer accuracy than is possible with the naked eye from calliper, measuring scale or rule

**process worker** means an employee engaged:

- on repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jigs, gauges or other tools rendering operations mechanical (and in connection with which the employee is not responsible for the setting up of the machine nor for the dimensions of the products other than by checking with gauges which are unadjustable or, if adjustable, will not be set by the operator);
- in the assembling of parts or mechanical appliances or other articles so made in which no fitting or adjustment requiring skill is required; or
- in specialised processes not requiring use of hand tools except hammers, pliers, screwdrivers, spanners and files and such tools as are necessary for deburring or removing rags or edging

**radiator repairer—1st class** means a tradesperson working to prints or drawings or measurements applying general trade experience or knowledge to the repair or recore of radiators, heating or cooling equipment and the repair or fuel tanks and the custom building of special radiators and fuel tanks

[Definition of **roadhouse attendant** deleted by [PR538947](#) from 01Jan10]

**spring service worker** means an employee employed on the removal and/or replacement of springs, luggage carriers and/or bumper bars, and/or the dismantling and/or reassembling of finished parts of motor car and truck chassis

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**standard rate** means:

- (a) for the purposes of Section 1—Vehicle Industry RS&R Employees the standard rate is wage Level R6—Vehicle RS&R industry employee Level 6; and
- (b) for the purposes of Section 2—Vehicle manufacturing employees the standard rate is wage Level V5—Level 1 production system employee

[(c) inserted by [PR992635](#) ppc 29Jan10]

- (c) for the purposes of Section 3—Drafting, Planning and Technical employees the standard rate is to be the same as the standard rate for Section 2 employees

**storeperson** means an employee in a store who is responsible for checking inward goods against packing slips, sorting goods into bins, selecting goods for issue and the issuing of goods against requisitions and includes a tool storeman

**tradesperson** means an employee who, in the course of their employment, works from drawings or prints required to be scaled, and/or measured from drawings or prints, or makes precision measurements, or applies general trade experience and includes a locksmith and Machinist (Metal)—1st class

**tradesperson's assistant** means an employee directly assisting a tradesperson

[Definition of **transitional minimum wage instrument** inserted by [PR994547](#) from 01Jan10]

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

**tyre fitter** means an employee fitting tyres and/or tubes to rims and/or wheels, including, without limiting the generality of the foregoing, wheel balancing and all operations associated with the removal and/or replacement of rims and/or wheels from or onto vehicles and/or wheeled equipment, including operations involving the use of the employee of compressing, mechanical and/or power operated apparatus

**tyre repairing and retreading processes** includes functions/operations of warming mill, extruder, detreading, buffing, gouging, pulling sleeves or patches, repairing, building up and/or retreading and/or recapping used tyres including aeroplane tyres, relugging earthmover, grader or tractor tyres by hand, moulding or curing of retreaded, rebuilt, recapped or relugged tyres in unit heater and autoclaves

**vehicle industry RS&R employee** means an employee classified appropriate to the employee's skills, the duties required by the employer to be performed and the skill level definitions detailed at Schedule B

**vehicle manufacturing employee** means an employee classified appropriate to the employee's skills, the duties required by the employer to be performed and the skill level definitions detailed at Schedule C

**welder—tradesperson** means a tradesperson using electric arc, acetylene blowpipe or coal gas cutting plant on work other than filling castings, cutting scrap metal or using jigs and includes re-welding by hand processes

**wheel builder and/or repairer** means a tradesperson required to build and/or repair motor vehicle wheels including cutting out and replacing wheel centres, marking out and drilling, machining, welding and truing

**wrecker automotive** means an employee not being a tradesperson who is required to recognise and identify parts and components and/or to assess their condition and marketability and who would as required oxy-cut panels and other components in addition to dismantling vehicles and components

### 3.2 Additional definitions—non-trades, trades and post-trades

**boiler attendant or fireperson—1st class** means a boiler attendant or fireperson who attends to two or more boilers or two or more suction gas generators, or one boiler the evaporation capacity of which, attributed thereto by the maker exceeds 500 kilograms but less than 50 000 kilograms of steam per hour, or one gas generator supplying a total engine load capacity, attributed thereto by the maker, of not less than 750 kilowatts, and includes the boiler attendant or fireman of a steam navy extractor

**boiler attendant or fireperson, leading—1st class** means:

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

**boiler attendant or fireperson, leading—2nd class** means:

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

**boilermaker** means a tradesperson required to develop work from drawings or prints, or to make templates, or to apply general trade experience in the fabrication, erection and/or repairing of steel or iron ships, boilers or other vessels subject to greater pressure than the weight of their contents including iron and steel receivers or retorts, also riveting by hand/or machine, caulking, chipping and operating all machines used in connection with the foregoing (other than stationary drilling machines) and carrying out such marking off, welding or oxy burning as is incidental to the work of a boilermaker

**coremaker, jobbing** means a moulder engaged in making cores for metal moulds by the use of loam or stickle boards or by loose boxes other than loose boxes used for repetition production of cores requiring little or no skill to produce

**coremaker, machine** means an employee making cores by machine where the core box is a fixture to or part of such machine, or making repetition cores requiring little or no skill to produce

**dismantler** means an employee engaged in the dismantling of engine assemblies including gear box, in the reconditioning of engines (other than aero engines) by specialised methods

**dogman** means as employee who (elsewhere than in actual process of manufacturing) transports goods from point-to-point by mechanical power and uses therein clamps, dogs or other standard gear

**drier** means an adult employee using air hose to dry off after acid wash

**electrical fitter** means a tradesperson fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances and who in the course of their work applies electrical knowledge

**electrical mechanic** means a tradesperson mainly engaged on electrical installation, repair and maintenance work

**electrician—special class** means an electrical tradesperson required to apply the additional knowledge as defined to that required of Electrical fitter and/or mechanic as defined in this award and who has been for a period of at least six months mainly engaged in the manufacture and/or installation and/or maintenance of machines and/or equipment incorporating electronic equipment and will include any electrical tradespersons who by agreement with the employer is classified as Electrician—special class

- (a) For the purpose of this definition **additional knowledge** means:
- (i) that acquired after six months' experience; and
  - (ii) that acquired in obtaining a fifth year trade certificate including the subject Industrial Electronics I from the Electrical Trades School of South Australia or its equivalent or the satisfactory completion of the first year of one of the following courses, including:
    - Post-Trade Industrial Electronics Course of the New South Wales Department of Technical Education;
    - The Industrial Electronics Course as approved by the Education Department of Victoria;
    - CN311 Electrical Course "C" of the Department of Education, Queensland; and
    - The Industrial Electronics Course of the Technical Education Department of Tasmania; or

- (iii) sufficient knowledge of hydraulics and pneumatics to enable the tradesperson to fault find in the said machines and/or equipment.

**garage attendant** means an employee employed in a motor building or chassis assembling establishment engaged in the cleaning, dusting, washing or greasing of motor vehicles; and/or the servicing thereof with petrols, oils and water; and/or attending to tyre changing, tyre inflations, and patching of tubes; and/or other like duties and/or the driving of such vehicles in and about the employer's premises in connection with any of the foregoing operations

**heat treater** means an employee required to apply general trade experience as a heat treater and who carries out the operation of heat treatment to produce in the materials treated such requirements as hardness, toughness, ductibility, resistance to abrasion, elasticity, tensile strength, machine ability and resistance to creep and who works to limits in size, shape and straightness in tool work

**jigmaker** means a tradesperson engaged in the making of jigs

**machine setter** means a tradesperson engaged in setting up machines specified in the definition of Machinist (metal)—1st class, for other employees

**material chaser or stock to follow up** means an employee having the supervision of the delivery according to schedule, of materials between departments or sections

**motor body developer** means a tradesperson required to develop and mark up tooling work from body drafts, but not including an employee performing work normally done by pattern makers, tool makers, template makers, jig makers or body makers

**moulder, jobbing** means a metal moulder engaged in floor moulding, loam mouldings, trickle moulding or moulding from loose patterns

**on the line** means sectionalised body building and assembling in which bodies in the course of building are moved on from one operative group of operatives to another operative or group of operatives

**painter—tradesperson** means a tradesperson required to mix, match and apply paint and apply general trade experience

**rigger** means an employee responsible for the erection of tackle

**spring maker by hand** means an employee required to manufacture spiral coils, flat or leaf springs by hand where such work does not fall within the definition of a tradesperson

**structural steel tradesperson** means a tradesperson engaged in assembling, plating, bolting (temporary or otherwise), riveting by hand/or machine, caulking, chipping, staying, reaming, drilling (other than on stationary machines) or such marking off, welding or oxy burning as is incidental to the foregoing, or who in the course of the work operates machines for punching and shearing, rolling, bending, angle or plate straightening, or hydraulic presses or nipping and notching machines, in connection with the making and/or repairing of tanks, water locks, towers (other than agricultural and pastoral types) wagons, tenders, trucks, rolling stock, bridges girders, columns, principals (roofs or otherwise), trusses, structural iron and steel

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work, but not including parts of standardised frame buildings made in quantities, or motor vehicle chassis, or new vehicles made by mass production methods

**tooling smith** means a tradesperson smith who for the greater part of their time is engaged on smithing work for the tool room

**toolmaker** means a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out their work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker

**trimmer sectional** means an employee (other than a tradesperson trimmer) engaged on any trimming work for which a specific rate is not otherwise prescribed by the award

**trimmer, tradesperson** means a tradesperson required to perform developmental work and/or work on used vehicles and/or work on custom built units and/or each and every function or production trim operations as directed by the employer

**trouble chaser** means a tradesperson (any section) engaged in tracing through all necessary stages of drawing, development, tooling and production, and defining the origin of recurring faults which manifest themselves in the course of production, and who is responsible for recommendations for their rectification

**wood machinist—1st class** means a machinist who in the course of employment is called upon to grind and set knives only to braze, set and sharpen jig saws and to set and sharpen circular saws or to set up machines operated by other machinists or to grind knives or set and operate one or more of the following machines: shaper, spindle, linderman machine, router, tenoner, sill hing and other gainer machines

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

## 4. Coverage

[Varied by [PR994547](#), [PR538947](#)]

- 4.1** This award covers employers throughout Australia of employees engaged in vehicle manufacturing and/or vehicle industry repair, services and retail, as defined in this clause, to the exclusion of any other modern award and where the employer's establishment, plant or undertaking is principally connected or concerned with:

- (a) the selling, distributing, dismantling/wrecking/restoring, recycling, preparing for sale, storage, repairing, maintaining, towing, servicing, and/or parking of motor vehicles of all kinds, including caravans, trailers or the like and equipment or parts or components or accessories thereof including the establishments concerned for such vehicles and the like;
- (b) operations or allied businesses concerned with selling, distributing or supplying running requirements for vehicles (including motor fuels, gas and oils);



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- (c) the selling and/or handling and/or retreading and/or storing/distribution and/or fitting and/or repairing of tyres or the like made of any material;
- (d) the repair and servicing of motor vehicles in the establishment of an employer not falling within clauses 4.1(a), (b) and (c) but who is engaged in the motor vehicle rental business;
- (e) the manufacturing, assembling or repairing of carriages, carts, wagons, trucks, motor cars, bodies, motorcycles, railway cars, tram cars, side-cars or other vehicles or parts or components or accessories in wood, metal and/or other materials;
- (f) manufacturing, assembling, fabricating, installing, servicing, maintaining, reconditioning or repairing of engines or vehicle servicing equipment and agricultural machinery or implements or the like where such employer immediately prior to 31 December 2009 was bound by clause 1.5.4(a) of the *Vehicle Industry Award 2000*;
- (g) any operation concerned with roadside/mobile service; or
- (h) driving school instruction.

### 4.2 For the purposes of coverage of this award:

- (a) employees engaged in **vehicle industry repair, services and retail** means employees covered by the classifications at clause 33 and for whom Section 1—Vehicle Industry RS&R Employees applies; and

[4.2(b) varied by [PR538947](#) from 01Jan10]

- (b) employees engaged in **vehicle manufacturing** means employees covered by the classifications at clause 45 and for whom Section 2, Section 3 and Section 4 applies.

### 4.3 Exclusions

- (a) This award does not cover:

- (i) 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;

[New 4.3(a)(ii) inserted by [PR994547](#) from 01Jan10]

- (ii) 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;

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[4.3(a)(ii) and (iii) renumbered as 4.3(a)(iii) and (iv) by [PR994547](#) from 01Jan10]

- (iii) an employer who, on 31 December 2009 was engaged in the manufacture and/or assembly of metal parts or accessories and was bound to observe the *Metal, Engineering and Associated Industries Award 1998*; or
  - (iv) an employee in a car park where the employee's undertaking does not provide repairs and service and/or servicing facilities of motor vehicles other than supplying petrol and oil.
- (b) 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.

[New 4.4 and 4.5 inserted by [PR994547](#) from 01Jan10]

**4.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

**4.5** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.6 by [PR994547](#) from 01Jan10]

**4.6** The award does not cover an employee excluded from award coverage by the Act.

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. Access to the award and the National Employment Standards**

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

## **6. The National Employment Standards and this award**

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

## 7. Individual flexibility arrangements

[Varied by [PR542209](#); 7—Award flexibility renamed and substituted by [PR610255](#) ppc 01Nov18]

- 7.1** 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.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** 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.
- 7.5** 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.
- 7.6** 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.
- 7.7** 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.

**7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

**7.11** 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

**7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

**7.13** The right to make an agreement under clause 7 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.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610255](#) ppc 01Nov18]

**8.1** 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.
- 8.2 For the purposes of the discussion under clause 8.1(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.
- 8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4 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 8.1(b).
- 8.5 In clause 8:  
**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.
- 8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

## **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610255](#) ppc 01Nov18]

- 8A.1 Clause 8A 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.
- 8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.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.
- 8A.4** The employer must consider any views given under clause 8A.3(b).
- 8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **9. Dispute resolution**

[Varied by [PR542209](#); substituted by [PR610255](#) ppc 01Nov18]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** 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.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, 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.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** 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.
- 9.6** 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.
- 9.7** 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 9.
- 9.8** While procedures are being followed under clause 9 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.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

10.1 Employees under this award are to be employed in one of the following categories:

- full-time;
- part-time; or
- casual

10.2 Unless specified otherwise in this award, employment will be by the week. An employee not specifically engaged as a casual employee will be deemed to be employed by the week.

### **11. Full-time employment**

A full-time employee is one who is engaged to work for no less than an average of 38 ordinary weekly hours.

### **12. Part-time employment**

[Varied by [PR992635](#)]

12.1 An employer may employ regular part-time employees in any classification in this award, provided that this clause will not apply to a person principally employed as a vehicle salesperson.

12.2 A regular part-time employee is an employee who:

- (a) works less than full-time hours of 38 per week;
- (b) has reasonably predictable hours of work; and
- (c) receives on a pro rata basis, equivalent pay and conditions to those of full-time employees who perform the same kind of work.

12.3 At the time of being employed, the employer and the regular part-time employee will agree in writing on the following:

- (a) the hours worked each day;
- (b) which days of the week the employee will work;
- (c) the actual starting and finishing times each day;
- (d) that any variation must be in writing;
- (e) all time worked in excess of agreed hours is paid at overtime rates; and

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(f) the times of taking and the duration of meal breaks.

[12.4 substituted by [PR992635](#) ppc 29Jan10]

**12.4** Any agreed variation to the hours of work will be recorded in writing.

[12.5 substituted by [PR992635](#) ppc 29Jan10]

**12.5** All time worked in excess of the hours agreed under clause 12.3 or varied under clause 12.4 will be paid as overtime.

**12.6** A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed and in addition will be entitled on a pro rata basis to shift premiums where applicable.

**12.7** An employee engaged on a regular part-time basis will be entitled to payment in respect of annual leave, public holidays, personal/carer's leave, and jury service, arising from this award on a proportionate basis calculated on the normal, ordinary hours the employee would have worked.

**12.8** Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.

**12.9** No part-time employee may be employed on more than five days per week other than at the request in writing of the employee concerned.

**12.10** An employee failing to attend for duty will lose pay for the time of such non-attendance except as provided for elsewhere in this award.

### **13. Casual employment**

[Varied by [PR700688](#)]

**13.1** A casual employee is one engaged and paid as such.

**13.2** An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level and rate of pay and the likely number of hours required.

#### **13.3 Casual conversion to full-time or part-time employment**

(a) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

(b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 13.3 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 13.3(a) if the employer fails to comply with clause 13.3(b).



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- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 13.3(a), on receiving notice under clause 13.3(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 13.3(d), the employer and employee must, subject to clause 13.3(d), discuss and agree on:
  - (i) which form of employment the employee will convert to, being full-time or part-time; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12—Part-time employment.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 13.3(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) Subject to agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 13.3(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 13.3(a).

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- (k) For the purposes of clause 13.3, an **irregular casual employee** is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.

**13.4** An employee must not be engaged and re-engaged to avoid any obligation under this award.

[13.5 inserted by [PR700688](#) ppc 01Oct18]

**13.5** A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

## **14. Juniors**

**14.1** Except as provided in clause 14.2 unapprenticed junior workers may be employed in any occupation covered by this award.

### **14.2 Prohibited work**

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

### **14.3 Proof of age**

An employee whom the employer has reasonable grounds for suspecting is under the age of 21 years will, if required, furnish proof of age by means of a birth certificate or other proof satisfactory to the employer or statutory declaration by parent or guardian. The employer will be entitled to rely upon such proof.

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

[Varied by [PR996631](#), [PR544664](#)]

[15.1 varied by [PR544664](#) ppc 01Jan14]

**15.1** The terms of this award will apply to apprentices whether full-time or part-time, including adult apprentices, school-based apprentices and trainees, subject to the provisions of the applicable contract of apprenticeship or training contract operating under Federal, State or Territory apprenticeship or training legislation.

**15.2** The following will be the apprenticeship trades for the purposes of this award:

- (a) Automotive electrician
- (b) Automotive engine reconditioner
- (c) Automotive parts interpreter (specialist)
- (d) Boilermaker and/or structural steel tradesperson
- (e) Bodymaker—1st class and/or wheelmaker and wheel-right in wood and/or metal and/or substitutes
- (f) Brake mechanic—(in the States of New South Wales and South Australia only)
- (g) Electrical fitter and/or armature winder (auto)
- (h) Electrical mechanic
- (i) Electroplater—1st class
- (j) Fitter and/or turner
- (k) Machinist (metal)—1st class
- (l) Moulder and/or coremaker (jobbing)
- (m) Motor mechanic
- (n) Painter—tradesperson
- (o) Plant mechanic (New South Wales only)
- (p) Smith, including coachsmith, springmaker and spring fitter, wheelwright smith and general smith.
- (q) Panel beater
- (r) Trimmer—tradesperson
- (s) Welder—tradesperson
- (t) Wood machinist—1st class

### 15.3 Training Fees and Textbooks

[15.3 inserted by [PR996631](#); substituted by [PR544664](#) ppc 01Jan14]

- (a) Any costs associated with all fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress;
- (b) Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 15.3(a) above.

### 15.4 Travel Payment

[15.4 inserted by [PR544664](#) ppc 01Jan14]

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs in attending such training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (b) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- (c) Excess travel costs payable under this clause can be offset by any amount the apprentice is eligible to receive for travel costs under a Government apprentice assistance scheme. Provided that an offset only applies where the employer has confirmed in writing to the apprentice their eligibility to claim the assistance under a specified scheme/s within one month before the apprentice attends the block release training.

### 15.5 Minimum Wages

[15.5 inserted by [PR544664](#) ppc 01Jan14]

The minimum wages applying to junior and adult apprentices are dealt with in clauses 35.2 and 35.3 in Section 1 and clause 48.1 and 51.3 in Section 2 of the award.

## 15.6 No payment by results

[15.6 inserted by [PR544664](#) ppc 01Jan14]

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

## 15.7 Overtime and Shiftwork

[15.7 inserted by [PR544664](#) ppc01Jan14]

No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training contract.

## 15.8 Recognition of training and conditions of employment

[15.8 inserted by [PR544664](#) ppc 01Jan14]

- (a) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (b) Time spent by an apprentice, other than an apprentice undertaking a school-based apprenticeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions.
- (c) The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.

## 16. School-based apprentices

See Schedule F

## 17. Termination of employment

[17 substituted by [PR610255](#) ppc 01Nov18]

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

### 17.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.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**

<b>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2 Period of notice</b>
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 paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (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 paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

## **17.2 Job search entitlement**

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

- 17.3** The time off under clause 17.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## **18. Redundancy**

[Varied by [PR994547](#), [PR503732](#); [PR561478](#); substituted by [PR707048](#) ppc 03May19]

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

### **18.1 Transfer to lower paid duties on redundancy**

- (a) Clause 18.1 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:

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- (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 paragraph (c).
- (c) If the employer acts as mentioned in paragraph (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.

### 18.2 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 18 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### 18.3 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 paragraph (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 paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 17.2 and 17.3.

## Part 4—Allowances and Related Matters

### 19. Allowances and special rates

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

[Varied by [PR992635](#), [PR994547](#), [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR538947](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#)]

**19.1** The allowances and special rates prescribed by this clause will be paid irrespective of the times at which the work is performed and will not be subject to any premium or penalty additions.

#### 19.2 Leading hands

In addition to the rates elsewhere prescribed in this award, leading hands will be paid as follows:

<b>In charge of</b>	<b>% of weekly <a href="#">standard rate</a> per week</b>
Not less than 3 and not more than 10 employees	4.34
More than 10 and not more than 20 employees	6.54
More than 20 employees	8.31

#### 19.3 Inspector's allowance

Inspectors will be paid 4.08% of the weekly [standard rate](#) per week in excess of the wage payable to the employee whose work an inspector is required to inspect.

#### 19.4 Tool allowance—tradespersons and apprentices

[19.4(a) varied by [PR998108](#), [PR579594](#), [PR592344](#) ppc 01Jul17]

(a) A tradesperson employed in any of the RS&R classifications in Section 1—Vehicle Industry RS&R Employees required by an employer to provide their own hand tools will be paid, in addition to the rates elsewhere prescribed, an allowance of \$11.84 per week for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

[19.4(b) substituted by [PR538947](#) from 01Jan10; varied by [PR998108](#), [PR579594](#), [PR592344](#) ppc 01Jul17]

(b) A tradesperson required by his/her employer to provide his/her own hand tools and employed in any of the vehicle industry classifications in Section 2 - Vehicle manufacturing employees will be paid a tool allowance of \$15.31 per week.

[19.4(c) varied by [PR998108](#), [PR579594](#), [PR592344](#) ppc 01Jul17]

(c) Apprentices employed under the classifications referred to in clause 35—Apprentice wage rates and progression in Section 1—Vehicle Industry RS&R Employees will be paid the following weekly tool allowance where they are required by their employer to provide their own tools:



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<b>Year of apprenticeship</b>	<b>\$</b>
Level 1 or 1st year	5.03
Level 2 or 2nd year	6.48
Level 3 or 3rd year	8.94
Level 4 or 4th year	10.38

[19.4(d) varied by [PR998108](#), [PR579594](#), [PR592344](#) ppc 01Jul17]

- (d) Apprentices paid the minimum rates of pay prescribed in clauses 48.1 and 51—Adult apprentice wage rates in Section 2—Vehicle manufacturing employees will be paid the following weekly tool allowance where they are required by their employer to provide their own tools:

<b>Year of apprenticeship</b>	<b>\$</b>
Level 1 or 1st year	6.48
Level 2 or 2nd year	8.38
Level 3 or 3rd year	11.51
Level 4 or 4th year	13.52

- (e) Notwithstanding anything elsewhere contained in this award, such tool allowance will not be subject to overtime, shift premium or other penalty additions or annual leave loading.

(f) **Carpenters**

- (i) A carpenter engaged on large structural alterations to buildings, whether external or internal will be paid 1.25% of the hourly [standard rate](#) per hour extra.

[19.4(f)(ii) varied by [PR998108](#), [PR579594](#), [PR592344](#) ppc 01Jul17]

- (ii) A carpenter will be paid as a tool allowance the amount of \$15.65 per week.

### 19.5 Meal allowance

- (a) This clause will not apply to a person principally employed to perform vehicle sales related duties.

[19.5(b) varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#) ppc 01Jul19]

- (b) An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier of the requirement to work overtime will either be supplied with a meal by the employer or paid \$14.34 for the first meal, and for each subsequent meal. Such payment need not be made to an employee living in the same locality as the workplace and who can reasonably return home for meals.

- (c) Unless an employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or

subsequent meal (as the case may be) the employer will provide a second and/or subsequent meal or pay a meal allowance to the employee in accordance with clause 19.5(b).

- (d) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee will still be paid a meal allowance in accordance with clause 19.5(b).
- (e) Clause 19.5 will not apply to an employee working overtime on a Sunday or a public holiday, unless the employee is rostered to work any of their ordinary hours on that day.

#### **19.6 Travelling time, accommodation and meals**

- (a) This clause will not apply to a person principally employed to perform vehicle sales related duties.

##### **(b) Travelling time**

Where an employee is required on any day to perform ordinary work away from a location where the employee normally works, the employee will:

- (i) if required to work normal working hours be paid at ordinary time rates for extra time spent when travelling, except on Saturdays, Sundays and public holidays which will be paid at time and a half;

[19.6(b)(ii) varied by [PR994547](#) from 01Jan10]

- (ii) if travelling in the employer's business time, do so without loss of wages;
- (iii) if using their own means of transport with the approval of the employer for travelling to or from outside jobs or venues, be paid the amount of excess fares which the employee would have incurred in using public transport unless there has an arrangement with the employer for a regular allowance; and

[19.6(b)(iv) varied by [PR523071](#), [PR536874](#), [PR551797](#) ppc 01Jul14]

- (iv) if required by an employer to use their own motor vehicle on the employer's business will be paid an allowance of \$0.78 per kilometre travelled.
- (c) The maximum travelling time to be paid will be 12 hours out of any period of 24 hours, or when a sleeping berth is provided by the employer for all night travel, eight hours out of every 24 hours.

#### **19.7 Transfer of employment**

An employee:

- (a) engaged in one locality to work in another; or

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

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

### 19.8 Accommodation and meals

- (a) Where an employee is required to travel in circumstances requiring the employee to stay away from home overnight the employee, except to the extent that arrangements may be made for expenses to be charged to the employer, will be reimbursed for expenses reasonably incurred for accommodation and meals.

- (b) **Expenses** for the purpose of this clause means:

[19.8(b)(i) varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#) ppc 01Jul19]

- (i) All reasonable fares and expenses incurred whilst travelling including \$14.34 for each meal.
- (ii) A reasonable allowance to cover the cost incurred for board and lodging.

### 19.9 First aid qualifications

An employee holding first aid qualifications and appointed by the employer to perform first aid duty will be paid 2% of the weekly [standard rate](#) per week extra.

### 19.10 Driver allowances

- (a) Drivers handling money as defined will be paid per week the following additional amounts:

<b>Amount handled</b>	<b>% of hourly <a href="#">standard rate</a></b>
Up to \$20	7.69
Over \$20 but not exceeding \$200	14.06
Over \$200 but not exceeding \$600	26.64
Over \$600 but not exceeding \$1000	33.79
Over \$1000	47.79

### 19.11 Confined spaces

- (a) An employee working in a confined space, i.e. a compartment, space or place, the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation, will be paid 3.69% of the hourly [standard rate](#) per hour extra.

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- (b) This provision will apply to work on the inside of tanks or tanker type vehicles such as those used in carrying petrol, milk, flour, cement and the like, but will not apply to other work on vehicles.

### 19.12 Dirty work

- (a) An employee doing work which a foreperson and the employee agree is of an unusually dirty or offensive nature, will be paid 2.86% of the hourly [standard rate](#) per hour extra.
- (b) For any case falling within this clause the minimum payment on any day or shift will be 11.20% of the hourly [standard rate](#) provided that this amount will not be paid in respect of a specific job when other higher special rates are payable for that job on the same day or shift and such higher rates exceed 11.20% of the hourly [standard rate](#), on the particular day or shift.
- (c) In case of disagreement between the foreperson and the employee, the employee or a shop steward on the employee's behalf will be entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer (if there is one), or otherwise by the employer or executive officer responsible for the management or superintendence of the plant concerned. In such case, a decision will be given on the employee's claim within 48 hours of its being asked for (unless that time expires on a non-working day in which case it will be given during the next working day) or else the said allowance will be paid.
- (d) In any case where a union alleges that an employer or the employer's representative is unreasonable or capricious in relation to such a claim, it will have the right to refer to the question via the steps within the dispute resolution procedure at clause 9—Dispute resolution.

### 19.13 Hot places

- (a) An employee working for more than one hour in the shade will be paid as follows:
  - (i) In places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius: 2.86% of the hourly [standard rate](#) per hour extra.
  - (ii) In places where the temperature exceeds 54 degrees Celsius: 3.69% of the hourly [standard rate](#) per hour extra.
- (b) Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, an employee will also be entitled to 20 minutes' rest without deduction of pay after every two hours' work.
- (c) The temperature will be decided by the foreperson after consultation with the employee who claims the extra rate.

### 19.14 Wet places

An employee who is not supplied with protective clothing as provided for in clauses 23.1(f) and 23.6 and who is required to work in any place where the

employee's boots or clothing become saturated, whether by water, oil or otherwise will be paid 2.56% of the hourly [standard rate](#) per hour extra. Provided further that any employee who becomes entitled to this extra rate will be paid such extra rate for such part of the day or shift when required to work in wet clothing or boots.

**19.15 Glass or slag wool**

An employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise will be paid 3.69% of the hourly [standard rate](#) per hour extra.

**19.16 Handling garbage**

An employee employed as a driver on a vehicle handling garbage or the assistant to such a driver will be paid 2.86% of the hourly [standard rate](#) per hour extra.

**19.17 Livestock transport**

An employee working on the underside or the body of the stock compartment of a vehicle which has been regularly used in the carriage of livestock and which has not been cleaned down immediately before service will be paid 2.86% of the hourly [standard rate](#) per hour extra.

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

[19.18 substituted by [PR538947](#) from 01Jan10]

Employees principally employed to fit tyres as defined, and/or a person employed in tyre repairing and retreading processes as defined who is engaged in slicking and carbon black based slick, or employees who are engaged in hand spraying motor and/or motorcycle tyres or earthmover tyres or tractor tyres or truck tyres or actually working on acid vats in reclaiming will be paid 4.29% of the hourly [standard rate](#) per day.

**19.19 Height money**

An employee other than a rigger and splicer engaged in the erection, repair and/or maintenance of steel frame buildings and similar structures at a height of 15 metres or more directly above the nearest horizontal plane will be paid 2.21% of the hourly [standard rate](#) per hour extra.

**19.20 Large Tyre Fitting—Offsite**

Employees required to fit earthmover, grader, truck or tractor tyres away from the employer's place of business will be paid an additional 4.23% of the hourly [standard rate](#) for each day so employed.

**19.21 Boiler house employees**

- (a) An employee engaged in a boiler house inside the gas or water space of any boiler, flue or economiser in cleaning or scraping work will be paid 5.78% of the hourly [standard rate](#) per hour extra.
- (b) Where, by agreement between an employer and an employee, overalls supplied by the employer are acceptable to the employee instead of payment of the

5.78% of the hourly [standard rate](#) per hour in clause 19.21(a), the employee will not be entitled to any payment under this clause.

**19.22 Electric generators or dynamos**

A boiler attendant or fireperson to an electric generator or dynamo exceeding 10 kilowatt capacity will be paid 4.01% of the weekly [standard rate](#) per week extra.

**19.23 Fork-lifts or cranes**

[19.23 substituted by [PR992635](#) ppc 29Jan10]

Where two or more fork-lifts or cranes are engaged in any one lift the drivers thereof will be paid 0.29% of the weekly [standard rate](#) for each day so occupied.

**19.24 Foundry allowance**

(a) **Foundry work** means:

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

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

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

(b) An employee will be paid a foundry allowance of 2.26% of the hourly [standard rate](#) for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.

(c) An employee will not be paid the foundry allowance for any work in the foundry during any period that foundry production is not being carried out, with the exception of any work during a period up to eight hours immediately following the cessation of foundry production. During any period in which the foundry allowance is not applicable, the appropriate disability provisions of this clause will apply.

(d) The foundry allowance will be instead of any disability allowance otherwise payable under this clause.

### 19.25 Combined disabilities

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

### 19.26 Thursday/Friday additional amount—tyre fitting or tyre repairing and retreading

[19.26 substituted by [PR992635](#) ppc 29Jan10]

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

## 20. District allowances

[Varied by [PR994547](#); deleted by [PR561478](#) ppc 05Mar15]

## 21. Adjustment of expense related allowances

[Varied by [PR994547](#), [PR523071](#)]

[21(a) renumbered as 21.1 by [PR994547](#) from 01Jan10]

**21.1** 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.

[21(b) renumbered as 21.2 and varied by [PR994547](#) from 01Jan10; varied by [PR523071](#) ppc 01Jul12]

**21.2** The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle/travel allowance	Private motoring sub-group

## 22. Accident pay

[Varied by [PR994547](#), [PR503732](#); deleted by [PR561478](#) ppc 05Mar15; new 22 inserted by [PR571849](#) ppc 15Oct15]

### 22.1 Definitions

For the purpose of this clause, the following definitions will apply.

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of injury (not including over award payments).
- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

### 22.2 Entitlement to accident pay

- (a) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation.
- (b) An employee will only be entitled to payment under this clause while the employee remains in employment of the employer. However, an employer must not terminate the employment of the employee to avoid any payment under this clause.

### 22.3 Notice of injury

- (a) When an employee receives an injury for which the employee claims to be entitled to payment under this clause, the employee shall give notice in writing of the injury to the employer as soon as reasonably practicable after receiving the injury. Notice can be given by a representative of the employee.

### 22.4 Maximum period

The maximum period or aggregate of periods of accident pay to be made by an employer shall be 26 weeks for any one injury. The 26 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury.

### 22.5 Pro rata payments

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

### 22.6 Return to work

If an employee entitled to accident pay under this clause returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.



**22.7 When not entitled to payment**

- (a) An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (b) An employee will not be entitled to any payment under this clause in respect of any injury during the first five normal working days of incapacity.
- (c) An employee will not be entitled to any payment under this clause for any incapacity occurring during the first three weeks of employment, unless such incapacity continues beyond the first three weeks of employment. If the incapacity continues beyond the first three weeks of employment then the provisions of this clause (clause 22) will apply to the period of incapacity after the first three weeks.
- (d) An employee will not be entitled to any payment under this clause for industrial diseases contracted by gradual process, or injuries subject to recurrence, aggravation or acceleration unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

**22.8 Medical examination**

- (a) In order to receive accident pay an employee shall conform to the requirements of the applicable workers' compensation legislation relating to medical examination.
- (b) If:
  - (i) a medical referee gives a certificate in accordance with the applicable workers' compensation legislation as to the condition of the employee and fitness for work, or specifies work for which the employee is fit; and
  - (ii) this work is made available by the employer; and
  - (iii) the employee refuses the work or fails to commence the work;

the provisions of this clause (clause 22) will cease to apply to the employee from the date of refusal or failure to commence the work.

**22.9 Redemptions**

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

**22.10 Damages independent of the Acts**

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

**22.11 When payments cease**

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

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

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

**22.13 Engagement of employee**

Upon commencement of employment, an employee may be required to declare all workers' compensation claims made in the previous five years. In the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit entitlement to payment under this clause.

**22.14 Casual employees**

For a casual employee the weekly payment referred to in clause 22.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

**22.15 No obligation to take out insurance**

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

**23. Clothing, equipment and tools**

**23.1** This clause will apply solely to persons employed principally to fit tyres as defined and/or a person employed in tyre retreading processes as defined:

**(a) Provision of tools**

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

**(b)** Employees will be paid a tool allowance where required by the employer to supply and maintain tools of trade necessary for the performance of their duties.

**(c)** Clause 23.1(b) will not apply where the tools are supplied to the employee at the employer's expense.

**(d)** An employer may require any employee to sign a receipt for any tools issued to an employee by the employer.

- (e) An employee who has been provided by the employer with facilities to lock up tools at the end of each shift will be held responsible for the safe custody of the tools issued and will replace or pay for any tools so provided if lost through the employee's negligence.

**(f) Protective clothing**

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

- (g) This clause will not apply where protective clothing is supplied to the employee by the employer.

**23.2** The provisions of this clause apply to other employees, where applicable, not covered under clause 23.1.

**(a) Provision of tools**

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

- (b) Notwithstanding the payment of a tool allowance under clause 23.2(a) where the employer requires an employee, in the performance of their work, to use tools as set out in clause 23.2(b)(i) and (ii) the employer must reimburse the employee for the cost of purchasing:

- (i) all necessary power tools, special purpose tools, precision measuring instruments and snips used in the cutting of stainless steel and similar hard metals; and/or
- (ii) for wood workers and vycemen, when required, bench, bench vyce, cramps above 100 millimetres, files (including saw files) rasps, hand drills, hacksaw frames and blades, bits and parallel shank drills up to 6.3 millimetres and snips.

- (c) Tradespersons or their apprentices will replace or pay for any tools so supplied by their employer if lost through the employee's negligence.

**23.3 Damage to clothing and tools**

- (a) The employer must reimburse an employee for the cost of replacing the employee's tools or work clothing where:

- (i) the employee is required to use their own tools or wear their own work clothing in the course of employment; and
- (ii) such tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

- (b) The provisions of clause 23.3(a) will not apply where the employee uses tools that are not ordinarily required in the performance of the employee's duties.

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- (c) Clause 23.3(a) will not apply where the work clothing and tools are supplied to the employee at the employer's expense.

### 23.4 Gloves

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

### 23.5 Goggles

- (a) The employer will reimburse the employee for the cost of purchasing goggles where the employee is required to wear suitable mica or other goggles when using an emery wheel or rotary wire brushes.
- (b) The provisions of this clause will not apply where protective equipment is fitted to a machine or where the goggles are supplied to the employee at the employer's expense.
- (c) Where such goggles are supplied without cost to the employee, they will remain the property of the employer.

### 23.6 Protective clothing

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

### 23.7 Protective equipment—welding

- (a) The employer will reimburse an employee for the cost of purchasing protective equipment when the employee is either required to wear suitable, sufficient and adequate protection when performing welding operations and, where necessary, for employees when working in close proximity to such operations.
- (b) This provision does not apply where the protective equipment is supplied to the employee at the employer's expense.

- (c) Where protective equipment is supplied without cost to the employee, it will remain the property of the employer.

### **23.8 Uniforms**

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

## **24. Payment of wages**

[Varied by [PR538947](#)]

- 24.1** All wages will be paid weekly, or with the agreement of the majority of employees in a workplace working under the terms of this award, fortnightly or monthly. Such wages will be paid in cash, or with the agreement of the majority of employees working under the terms of this award, by cheque or direct transfer into a bank account or financial institution nominated by the employee. Where wages are paid by direct transfer, the employer will pay any bank or other charges associated with such method of payment.
- 24.2** An employer and an employee may agree that the employee's wages may be paid by cheque or by direct transfer into the bank account or other financial institution nominated by the employee.
- 24.3** Wages will be paid as follows:
  - (a) In the case of an employee whose ordinary hours of work are arranged so that the employee works up to 38 ordinary hours per week, wages will be paid weekly, fortnightly or monthly according to the actual ordinary hours worked each week.
  - (b) In the case of an employee whose ordinary hours of work are so that the employee works up to an average of 38 ordinary hours each week during a work cycle, wages will be paid weekly, fortnightly or monthly according to a weekly average of ordinary hours worked even though more or less than 38 may be worked in a work cycle.
  - (c) An established payday and/or pay period will not be changed except by not less than four weeks' notice by the employer to their employees.
  - (d) Wages will be paid in the employer's time not later than Thursday in any pay cycle, provided that wages will be paid if possible not later than Wednesday in a week in which a public holiday falls on the Thursday or Friday.
  - (e) Where wages are paid after 1.30 pm on payday the employer will not keep more pay in hand than has accrued to an employee in respect of work

performed by the employee on such payday and the preceding day. Where wages are paid before 1.30 pm on payday the employer will not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such payday and the two preceding days.

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

#### **24.4 Payment of wages on termination**

[24.4(a) varied by [PR538947](#) ppc 08Aug13]

- (a) Upon termination of the employment, the employer will pay wages due to an employee:
  - (i) on the day of such termination;
  - (ii) by forwarding such wages to the employee on the next working day; or
  - (iii) at the employer's place of business on a stated day not later than seven days after such termination. If the employer requires the employee to visit such place of business to collect wages then, in addition to the amount of moneys due, the employer will pay the employee an additional four hours' ordinary pay.

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

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

#### **24.5 Absence from duty**

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

#### **24.6 Make-up time**

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

#### **24.7 Make-up time after stand-down**

- (a) In the event of a stand-down situation arising, an employer and employee(s) may agree that each employee may work make-up time, up to the number of

hours of work lost as a result of the stand-down, at the rate which would have been applicable to the hours lost. Such make-up time must be worked within seven days of the end of the stand-down period or during the stand-down period if such hours are worked by agreement outside normal hours of work.

- (b) For the purpose of this provision the hours of work may be worked at such time as is agreed despite any other provisions of this award.
- (c) No employee may be required by an employer to agree to work such make-up time and, in the absence of an agreement by an employee to do so the usual overtime and penalty rates applicable under this award will apply to work required to be performed by such employees.
- (d) Provided that an employee who is required to attend for work on any day but for whom, for the reason abovementioned, no work is provided will be entitled to two hours' pay and provided further that where an employee commences work the employee will be entitled to be provided with four hours' employment or failing which be entitled to be paid as for four hours' work.

## 25. Superannuation

[Varied by [PR990549](#), [PR993932](#), [PR994376](#), [PR994547](#), [PR530257](#), [PR546073](#)]

### 25.1 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.

### 25.2 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.

### 25.3 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 25.2.

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- (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 25.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 25.3(a) or (b) was made.

### 25.4 Superannuation fund

[25.4 varied by [PR994547](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) MTAA Superannuation Fund;
- (b) AustralianSuper;
- (c) Labour Union Cooperative Retirement Fund;

[25.4(d) substituted by [PR993932](#) from 01Jan10]

- (d) TWUSUPER;

[25.4(e) substituted by [PR530257](#) ppc 26Oct12]

- (e) CareSuper;
- (f) Statewide Superannuation Trust;
- (g) Tasplan Ltd;

[New 25.4(h) inserted by [PR994376](#) ppc 01Mar10]

- (h) Retail Employees Superannuation Trust (REST);

[25.4(h) renumbered as 25.4(i) by [PR994376](#) ppc 01Mar10; varied by [PR546073](#) ppc 01Jan14]

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

[25.4(j) inserted by [PR546073](#) ppc 01Jan14]

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



**25.5 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 25.2 and pay the amount authorised under clauses 25.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) 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—Hours of Work and Related Matters**

**26. Meal and rest breaks**

[26—Meal breaks renamed Meal and rest breaks and varied by [PR992635](#) ppc 29Jan10; varied by [PR538947](#)]

- 26.1** This clause will not apply to a person principally employed to perform vehicle sales related duties, console operators or to employees on continuous shiftwork.
- 26.2** Meal breaks without pay will be for a period of not less than 30 minutes and not more than 60 minutes.
- 26.3** Subject to the exceptions provided below, an employee will not be required to work more than five hours without a break for a meal. An employee will be paid at the rate of time and one half for all time worked:
  - (a) where the employee is required to work beyond five hours without a break for a meal; or
  - (b) during meal breaks and thereafter until a meal break is allowed.
- 26.4** Where the employer and the majority of employees in an establishment agree that six hours can be worked without a meal break being taken, this arrangement will apply to all employees within that establishment.
- 26.5** An employee required to perform regular maintenance will work at the ordinary rates during meal breaks whenever instructed to do so for the purposes of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- 26.6** An employer may in appropriate circumstances reasonably require an employee to change the timing of a scheduled meal break or rest break to meet operational requirements.

[26.7 inserted by [PR992635](#) ppc 29Jan10; varied by [PR538947](#) from 01Jan10]

**26.7** In addition to a meal break, an employer may provide to an employee either a morning or afternoon tea break not exceeding 15 minutes. Where a break is unpaid it must not exceed 15 minutes duration. Where both a morning and an afternoon tea break is provided on the same day or shift at least one of such breaks must be paid.

**26.8 Rest breaks—for vehicle manufacturing employees only**

[26.8 inserted by [PR992635](#) ppc 29Jan10]

Where rostered breaks are available such breaks may be staggered for particular work sections within one hour of the break being scheduled.

**27. Crib breaks when working overtime**

**27.1** An employee required to work overtime for more than one and a half hours after working ordinary hours will be allowed a crib break of 20 minutes before starting such overtime. The crib break will be paid for at ordinary rate.

**27.2** An employee required to work overtime will be allowed a crib break of 20 minutes without deduction of pay after each four hours of overtime worked provided work continues after the crib break.

**27.3** Provided that where a day worker is required to work overtime on a Saturday the first prescribed crib break if occurring between 10.00 am and 1.00 pm will be paid at ordinary rate.

**27.4** An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

**27.5** This clause will not apply to an employee working overtime on a Sunday or public holiday unless the employee is rostered to work any of their ordinary hours on that day.

**28. Overtime rates**

[Varied by [PR992635](#), [PR506970](#), [PR538947](#)]

**28.1** This clause will not apply to:

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

[28.1(b) varied by [PR538947](#) from 01Jan10]

(b) casual employees covered by clause 36—Casual rates for driveway attendants, roadhouse attendants and console operators or clause 41—Casual employees; or

(c) employees working at fuel retailing establishments.

[28.2 varied by [PR538947](#) from 01Jan10]

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

- (a) on a Sunday—at the rate of double time;
- (b) on a public holiday—at the rate of double time and a half; and
- (c) on any other day—time and a half for the first three hours and double time thereafter. Payment at double time is to continue until the completion of the overtime work.

**28.3** Time off instead of payment for overtime may be provided if an employee so elects and is agreed to by the employer.

- (a) Time off instead of payment for overtime must be taken at a mutually convenient time within four weeks of the overtime being worked. However, an employee with the agreement of the employer may elect to bank up to eight hours of time off instead of overtime to be taken no later than eight weeks after the overtime was worked.
- (b) Any agreement reached in accordance with this subclause should be placed in writing and recorded with the employee's wage records and for file. Any hours banked and cleared in accordance with this subclause must be recorded in the employees wage records.
- (c) Time off instead of payment for overtime must equate to the overtime rate i.e. if the employee works one hour overtime and elects to claim time off instead of payment the time off would be equal to time and a half.
- (d) Provided that where an employee's employment is terminated or the employee resigns or the entitlement has not been taken, the entitlement will be paid out at the rate at which it was accrued.
- (e) Clause 28.2 will not apply when the time is worked:
  - (i) by arrangement between the employees themselves;
  - (ii) for the purpose of effecting the customary rotation of shifts; or
  - (iii) in accordance with clause 24.6 in this award.

**28.4 Extra rates not cumulative**

The extra rates prescribed by clause 28.2 are in substitution for and not cumulative upon the shiftwork allowance prescribed by clause 42.2 of this award.

**28.5 Minimum payment for overtime on a Sunday or a public holiday**

[28.5 substituted by [PR992635](#) ppc 29Jan10]

- (a) An employee required to work overtime on a Sunday or a public holiday in connection with maintaining the continuity of electric light or power will be paid for a minimum of one hour at the appropriate rate in addition to the time

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reasonably occupied in getting to and from work which will be counted as time worked except where the work occupies more than two hours.

[28.5(b) varied by [PR538947](#) from 01Jan10]

- (b) For work other than that referred to in clause 28.5(a) and clause 28.9 an employee required to work overtime on a Sunday or a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.
- (c) Clause 28.5 will not apply where work is continuous with overtime or work commenced on the previous day or completed on the following day.”

### **28.6 Rest period before recommencing work**

- (a) When overtime work, including work on a rostered day off or work on a Sunday or a public holiday is necessary, it will wherever reasonably practicable be arranged so that an employee works not more than 14 hours in any period of 24 consecutive hours and so that each employee may have at least 10 consecutive hours off duty in each such 24 consecutive hours.
- (b) Subject to the exceptions referred to in clause 28.8 and clause 28.9, on the completion of a period of work an employee is required to have a period of 10 consecutive hours off duty from their ordinary working time without loss of pay until recommencing work.
- (c) If, on the instructions of their employer, an employee resumes or continues work without having had 10 consecutive hours off duty the employee will be paid at the rate of double time until released from duty. The employee will then be entitled to be absent for 10 consecutive hours off duty without loss of pay for any ordinary working time occurring during such absence.

### **28.7 Standing by**

- (a) Subject to clause 28.7(b) where an employee is required regularly to hold themselves in readiness for a call-back, an employee directed by an employer to hold themselves in readiness to work outside their ordinary working hours will for this period be paid standing by time at their ordinary time rate of pay commencing from the time an employee is required to hold themselves in readiness for a call-back.
- (b) This clause will not apply to an employee in a garage and/or to an employee engaged as the driver of a tow and/or repair vehicle and/or to the assistant to such a driver.

### **28.8 Call-back (general)**

- (a) An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours’ work at the appropriate rate for each time recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the employee was recalled to perform work which is completed within a shorter period.
- (b) This clause will not apply where:

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- (i) it is customary for an employee to return to an employer's premises for periods not exceeding 30 minutes each to perform a specific job outside the ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time recalled; or
  - (ii) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
- (c) Where the actual time worked is less than three hours on such recall or each of such recalls, overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purposes of clause 28.6(a).
- (d) This subclause will not apply to an employee in a garage and/or to an employee engaged as the driver of a tow and/or repair vehicle and/or to the assistant to such a driver.

### 28.9 Call-back (breakdowns etc.)

[28.9(a) varied by [PR506970](#) ppc 15Feb11]

- (a) An employee in a garage and/or an employee engaged as the driver of a tow and/or repair vehicle and/or the assistant to such a driver recalled outside normal working hours for breakdown, accident or other emergency work will be paid at the rate of double time for the period of time recalled.

The calculation of the period of time of duty will include only the time reasonably occupied in travel or work between the time of the employee's departure from the normal place of residence and the time of return to such place after the performance of the work provided that:

- (i) in the case of the first call-back in any one day an employee will be paid as for at least a period of two hours at the rate of double time; and
- (ii) in the case of each subsequent call-back in the same day as for at least a period of one hour at the rate of double time whether occurring within two hours of the first call-back or not.

[28.9(b) deleted by [PR506970](#) ppc 15Feb11]

[28.9(c) renumbered as 28.9(b) by [PR506970](#) ppc 15Feb11]

- (b) Notwithstanding clause 28.9(a) where by mutual agreement, evidence of which will be recorded and maintained at the employer's premises, an employee who is rostered to make themselves available outside normal working hours to be called upon for breakdown, accident or roadside service work will be paid at the rate of double time for the period so recalled provided that in the case of each call-back the employee will be paid for at least a period of one hour at double time.

[28.9(d) renumbered as 28.9(b)(i) by [PR506970](#) ppc 15Feb11]

- (i) The calculation of the period of work will include only the time reasonably occupied in travel or work between the time of the

employee's departure from the normal place of residence or other starting point and the time of return to the employee's residence.

[28.9(e) renumbered as 28.9(b)(ii) by [PR506970](#) ppc 15Feb11]

- (ii) An employee entitled to payment under this clause will make and tender to the employer on their next ordinary working day a record of work performed showing starting and finishing times.

[28.9(f) renumbered as 28.9(c) by [PR506970](#) ppc 15Feb11]

- (c) Where the actual time worked is less than three hours for a recall or on each of the recalls, overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purposes of clause 28.6(a).

## **28.10 Transport of employees**

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

## **28A. Requests for flexible working arrangements**

[28A inserted by [PR701492](#) ppc 01Dec18]

### **28A.1 Employee may request change in working arrangements**

Clause 28A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

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

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

Note 3: Clause 28A is an addition to s.65.

### **28A.2 Responding to the request**

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

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

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

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

### **28A.3 What the written response must include if the employer refuses the request**

Clause 28A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 28A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 28A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

### **28A.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 28A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **28A.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 28A, can be dealt with under clause 9—Dispute resolution.

## **Part 6—Leave and Public Holidays**

### **29. Annual leave**

[Varied by [PR992635](#), [PR567252](#), [PR583095](#)]

- 29.1** Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.
- 29.2** An employee for each year of service with an employer and subject to clauses 29.3 and 29.7, is entitled to four weeks of paid annual leave.

**29.3** An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.

**29.4 Excessive leave accruals: general provision**

[29.4 renamed and substituted by [PR583095](#) ppc 29Jul16]

Note: Clauses 29.4 to 29.6 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 29.7).
- (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 29.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 29.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**29.5 Excessive leave accruals: direction by employer that leave be taken**

[New 29.5 inserted by [PR583095](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 29.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.4, 29.5 or 29.6 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.



- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 29.5(b)(i).

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

## **29.6 Excessive leave accruals: request by employee for leave**

[New 29.6 inserted by [PR583095](#); substituted by [PR583095](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 29.4(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 paragraph (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 29.5(a) that, when any other paid annual leave arrangements (whether made under clause 29.4, 29.5 or 29.6 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 paragraph (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 29.4, 29.5 or 29.6 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 paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 29.7) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## 29.7 Seven day shiftworkers

[29.5 substituted by [PR567252](#) ppc 27May15; 29.5 renumbered as 29.7 by [PR583095](#) ppc 29Jul16]

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

## 29.8 Annual leave in advance

[29.6 renumbered as 29.8 by [PR583095](#) ppc 29Jul16; 29.8 renamed and substituted by [PR583095](#) ppc 29Jul16]

- (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 29.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 29.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 29.8, 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.

## 29.9 Payment for period of leave

[29.7(a) substituted by [PR992635](#) ppc 29Jan10; 29.7 renumbered as 29.9 by [PR583095](#) ppc 29Jul16]

- (a) Instead of the base rate of pay as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period. During a period of annual leave an employee will also receive a loading as follows:
  - (i) **Day workers**

Employees who would have worked on day work only had they not been on leave—17.5% loading.

**(ii) Shiftworkers**

Employees who would have worked on shiftwork had they not been on leave—17.5% loading or the shift loading, whichever is the greater but not both.

- (b)** Subject to clause 29.9(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any over award payment.
- (c)** The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

**29.10 Electronic funds transfer (EFT) payment of annual leave**

[29.10 inserted by [PR583095](#) ppc 29Jul16]

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

**29.11 Untaken leave on termination**

[29.8 varied by [PR992635](#) ppc 29Jan10; 29.8 renumbered as 29.10 by [PR583095](#) ppc 29Jul16; 29.10 renumbered as 29.11 by [PR583095](#) ppc 29Jul16]

Subject to clause 29.8(d) an employee who has outstanding or untaken paid annual leave due when the employment contract ends must be paid the amount that would have been payable to the employee under clause 29.9(a). Payment of either leave loading or the higher shift loading payment instead of leave loading prescribed in clause 29.9(a) will not apply to the pay out of untaken leave.

**29.12 Annual close-down**

[29.9 renumbered as 29.11 by [PR583095](#) ppc 29Jul16; 29.11 renumbered as 29.12 by [PR583095](#) ppc 29Jul16]

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

- (a)** An employer may by giving not less than four weeks' notice of their intention to do so, stand off for the duration of the close-down all employees in the workplace or section or sections concerned. In such event the employer may allow to those who are not qualified for the full entitlement to annual leave for the total close-down period paid leave up to the total amount of leave accrued as at the commencement of the close-down. Such leave will be at the appropriate rate of wage as prescribed in clause 29.9. The balance of the close-down for which the employee does not have sufficient accrued leave to cover such period will be leave without pay.

- (b) An employee who has accrued enough leave for the close-down period must be allowed the leave, and be paid at the appropriate wage rate in clause 29.9.
- (c) An employer may close-down for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down in two separate periods one of those periods must be for a period of at least 21 consecutive days.
- (d) Provided that where the majority of the employees in the workplace or section or sections concerned agree, the employer may close down in accordance with this subclause in two separate periods neither of which is of at least 21 consecutive days or in three separate periods. In such cases the employer must advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.

### **29.13 Cashing out of annual leave**

[29.13 inserted by [PR583095](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 29.13.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 29.13.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 29.13 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 29.13 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 29.13 as an employee record.

Note 1: Under [section 344 of the Fair Work Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 29.13.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.13.

Note 3: An example of the type of agreement required by clause 29.13 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

### **30. Personal/carer's leave and compassionate leave**

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

### **31. Community service leave**

Community service leave is provided for in the NES.

### **32. Public holidays**

[Varied by [PR712283](#)]

**32.1** Public holidays are provided for in the NES.

[32.2 substituted by [PR712283](#) ppc 04Oct19]

#### **32.2 Substitution of public holidays**

(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.

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

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

[Note inserted by [PR712283](#) ppc 04Oct19]

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

### **32A. Leave to deal with Family and Domestic Violence**

[32A inserted by [PR609415](#) ppc 01Aug18]

**32A.1** This clause applies to all employees, including casuals.

### 32A.2 Definitions

(a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 32A.2(a) includes a former spouse or de facto partner.

### 32A.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### 32A.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **32A.5 Service and continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

### **32A.6 Notice and evidence requirements**

#### **(a) Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 32A. The notice:

- (i)** must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii)** must advise the employer of the period, or expected period, of the leave.

#### **(b) Evidence**

An employee who has given their employer notice of the taking of leave under clause 32A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 32A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

### **32A.7 Confidentiality**

- (a)** Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 32A.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b)** Nothing in clause 32A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: 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.

### **32A.8 Compliance**

An employee is not entitled to take leave under clause 32A unless the employee complies with clause 32A.

## Section 1—Vehicle Industry RS&R Employees

### 33. Classification and minimum weekly wages

[Varied by [PR992635](#), [PR994547](#), [PR996631](#), [PR997994](#), [PR506970](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR538947](#), [PR542457](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#)]

**33.1** All adult employees (other than adult apprentices) covered by this section must be classified according to the structure set out in clause 33.4 according to the skill levels and duties required to be exercised by the employee in order to carry out the principal function of the employment as determined by the employer. The skill level definitions, according to which employees are to be classified, are set out in Schedule B—Vehicle Industry RS&R—Skill Level Definitions

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

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

### 33.4 Minimum weekly wages—adult employees

[33.4 varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR538947](#) ppc 08Aug13; corrected by [PR542457](#) ppc 08Aug13; varied by [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

Classifications	Wage group level	Weekly rate \$	Hourly rate \$
Vehicle RS&R industry employee— Level 1	R1	740.80	19.49
Vehicle RS&R industry employee— Level 2	R2	762.10	20.06
Vehicle RS&R industry employee— Level 3	R3	791.30	20.82
Vehicle RS&R industry employee— Level 4	R4	818.50	21.54
Vehicle RS&R industry employee— Level 5	R5	838.70	22.07
Vehicle industry RS&R— tradesperson or equivalent Level I	R6	862.50	22.70
Vehicle industry RS&R— tradesperson or equivalent Level II	R7	943.60	24.83

[33.4(a) inserted by [PR538947](#) ppc 08Aug13]

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



**33.5 Driver classifications—minimum weekly wages**

[33.5 varied by [PR992635](#), [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

	<b>Weekly rate</b>	<b>Hourly rate</b>
	\$	\$
<b>Driver—forklift:</b>		
• Lifting capacity up to 4500 kg	818.40	21.54
• Lifting capacity in excess of 4500kg	818.40	21.54
<b>Driver—mobile crane:</b>		
• Lifting capacity up to 10 tonnes	818.40	21.54
• Lifting capacity in excess of 10 tonnes	818.40	21.54
<b>Driver—commercial vehicle used in the course of the employer’s business:</b>		
• Makers capacity of 3 tonnes or less	818.40	21.54
• Makers capacity of over 3 tonnes but under 8 tonnes	818.40	21.54
<b>Driver—articulated vehicle:</b>		
• Makers capacity up to and including 10 tonnes	849.80	22.36
<b>Driver—tow truck:</b>		
• Class 1	818.40	21.54
• Class 2 and 3	818.40	21.54
• Class 4	862.50	22.70
<b>(a) Driver—commercial vehicle used in the course of the employer’s business:</b>		
(i)	for each additional complete tonne over 8 tonnes an extra 0.19% of the weekly <a href="#">standard rate</a> per week.	
(ii)	employees engaged in driving a motor vehicle drawing an empty trailer will be paid an additional 9.36% of the hourly <a href="#">standard rate</a> per day.	
(iii)	employees engaged in driving a motor vehicle drawing a loaded trailer will be paid an additional 16.92% of the hourly <a href="#">standard rate</a> per day.	
<b>(b) Driver—articulated vehicle:</b>		
	for each additional complete tonne over 10 tonnes an extra 0.18% of the weekly <a href="#">standard rate</a> per week.	

**(c) Driver—tow truck:**

[33.5(c) varied by [PR994547](#) from 01Jan10, [PR538947](#) from 01Jan10]

an employee employed as a driver of a tow truck will be paid an additional 2.52% of the weekly [standard rate](#) per week which will stand alone and not be subject to penalty additions.

**33.6 Higher duties**

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

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

**(a)** The minimum weekly rate of wage for a junior employed in the classifications as set out in clause 33.7(b), will be the following:

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

[33.7(b) varied by [PR996631](#) ppc 13May10, [PR506970](#) ppc 15Feb11]

**(b)** For the purposes of clause 33.7(a), the following classifications apply:

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

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- Painter’s wet rubber
  - Parking attendant
  - Process worker
  - Roadhouse attendant, required to cook takeaway foods
  - Salesperson, first six months’ experience
  - Service receptionist (not being a tradesperson)
  - Sewing machinist
  - Spring service worker, spring coiling machinist and spring maker
  - Steam cleaner and/or proof coater
  - Tradesperson’s assistant
  - Tyre fitter
  - Vehicle salesperson and/or agricultural vehicle salesperson—up to six months’ experience
  - Welder—electric spot and buff
- (c) The minimum weekly wage rate for a junior employed in the classifications as set out in clause 33.7(d), will be the following:

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

[33.7(d) varied by [PR996631](#) ppc 13May10, [PR506970](#) ppc 15Feb11]

- (d) For the purposes of clause 33.7(c), the following classifications apply:
- Air hammer operator
  - Assembler—accessories
  - Assembler—body shop
  - Assembler and/or wirer
  - Automotive serviceperson and/or checker
  - Bodymaker—2nd class
  - Brake serviceperson

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- Console operator
- Dent knocker
- Driver of commercial vehicle under 8 tonnes
- Driver of courtesy car or vehicle in relation to sales or sales in the course of registration, collection from or delivery to customer—vehicle with maker’s capacity over three tonnes
- Exhaust repairer
- Fork-lift driver and mobile crane driver
- Metal finisher
- Radiator repairer, as defined
- Road house attendant, if engaged primarily to cook other than takeaway foods
- Salesperson, other
- Security person
- Spotter and/or toucher up
- Storeperson—more than 12 months’ experience
- Storeperson and packer
- Trimmer sectional
- Vehicle salesperson and/or agricultural vehicle salesperson, after six months experience
- Welder other than trade using oxy, etc.
- Wheel aligner, other than a tradesperson
- Wheel builder and/or repairer
- Wrecker—automotive

### 34. Junior drivers

[34 substituted by [PR506970](#) ppc 15Feb11; varied by [PR508251](#)]

For drivers not covered under clause 33.7 the minimum rate to be paid to junior drivers of commercial vehicles and/or tow trucks of this award is as follows:

<b>Age</b>	<b>% of relevant adult driver rate</b>
Under 19 years	70
19–under 20 years	80
20 years and over	100

### 35. Apprentice wage rates and progression

[Varied by [PR992635](#), [PR994547](#), [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR538947](#), [PR544664](#), [PR551677](#); [PR566768](#), 35 renumbered as 33 by [PR561478](#) ppc 05Mar15; varied by [PR566768](#), [PR579874](#), [PR592189](#), [PR593864](#), [PR606414](#), [PR707502](#)]

[35.1 substituted by [PR992635](#) ppc 29Jan10; varied by [PR538947](#) from 01Jan10]

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

#### 35.2 Junior apprentices

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

[35.2(b) varied by [PR994547](#), [PR544664](#) ppc01Jan14]

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

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

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

[35.2(c) inserted by [PR544664](#) ppc 01Jan14; substituted by [PR566768](#) ppc 01Jul15]

The minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014, except as provided for in clause 35.3 (Adult Apprentices), are set out below:

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

### 35.3 Adult apprentices

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

[35.3(b) varied by [PR994547](#) from 01Jan10; [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR544664](#) ppc 01Jan14, [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

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

<b>Year of apprenticeship</b>	<b>Award reference</b>	<b>Weekly wage \$</b>
Level 1 or 1st year	National Training Wage Schedule—Skill Level B exit rate	653.70
Level 2 or 2nd year	Vehicle industry RS&R employee—Level 1	740.80
Level 3 or 3rd year	Vehicle industry RS&R employee—Level 2	762.10
Level 4 or 4th year	Vehicle industry RS&R employee—Level 3	791.30
Thereafter	Vehicle industry RS&R employee—tradesperson or equivalent—Level R6	862.50

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

[New 35.3(c) inserted by [PR544664](#) ppc 01Jan14; varied by [PR551677](#), [PR566768](#), [PR579874](#); substituted by [PR592189](#) ppc 01Jul17; varied by [PR606414](#), [PR707502](#) ppc 01Jul19]

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

<b>Year of apprenticeship</b>	<b>Award reference</b>	<b>Weekly wage \$</b>
Stage 1 or 1st year	80% of Vehicle industry RS&R employee - tradesperson or equivalent - Level R6	690.00
Stage 2 or 2nd year	Vehicle industry RS&R employee - Level 1	740.80
Stage 3 or 3rd year	Vehicle industry RS&R employee - Level 2	762.10
Stage 4 or 4th year	Vehicle industry RS&R employee - Level 3	791.30
Thereafter	Vehicle industry RS&R employee - tradesperson or equivalent - Level R6	862.50

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[35.3(c) renumbered as 35.3(d) by [PR544664](#) ppc 01Jan14]

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

**35.4 School-based apprentices**

See Schedule F

**35.5 National Training Wage**

[35.5 substituted by [PR593864](#) ppc 01Jul17]

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[35.5(b) varied by [PR606414](#), [PR707502](#) ppc 01Jul19]

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Vehicle Manufacturing, Repair Services and Retail Award 2010* and not the *Miscellaneous Award 2010*.

**36. Casual rates for driveway attendants, roadhouse attendants and console operators**

[Varied by [PR992635](#), [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR594163](#), [PR594143](#), [PR606414](#), [PR707502](#)]

[36.1 varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

- 36.1** A person employed on a casual basis principally to perform the duties of a driveway attendant, will be paid as follows:

	<b>20 years &amp; over (adult rate)</b>	<b>19 years (75%)</b>	<b>18 years (62.5%)</b>	<b>17 years (50%)</b>	<b>16 years &amp; under (47.5%)</b>
	\$	\$	\$	\$	\$
Monday to Friday	25.68	19.26	16.05	12.84	12.20
Saturdays, Sundays and public holidays	33.50	25.13	20.94	16.75	15.91
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	14.32	10.74	8.95	7.16	6.80

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[36.2 varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

**36.2** A person employed on a casual basis principally to perform the duties of a roadhouse attendant (except as in clause 36.3) will be paid as follows:

	<b>20 years &amp; over (adult rate)</b>	<b>19 years (75%)</b>	<b>18 years (62.5%)</b>	<b>17 years (50%)</b>	<b>16 years &amp; under (47.5%)</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Monday to Friday	26.43	19.82	16.52	13.22	12.55
Saturdays, Sundays and public holidays	34.47	25.85	21.54	17.24	16.37
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	14.71	11.03	9.19	7.36	6.99

[36.3 varied by [PR992635](#), [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR594163](#), [PR594143](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

**36.3** A person employed on a casual basis principally to perform duties of a console operator, or roadhouse attendant if engaged to primarily cook other than takeaway meals will be paid as follows:

	<b>20 years &amp; over (adult rate)</b>	<b>19 years (75%)</b>	<b>18 years (62.5%)</b>	<b>17 years (50%)</b>	<b>16 years &amp; under (47.5%)</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Monday to Friday	28.38	21.29	17.74	14.19	13.48
Saturdays, Sundays and public holidays	37.03	27.77	23.14	18.52	17.59
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	15.81	11.86	9.88	7.91	7.51



### **37. Ordinary hours of work and rostering**

[Varied by [PR992635](#)]

- 37.1** This clause will not apply to a person principally employed to perform vehicle sales related duties.
- 37.2** Subject to the exceptions provided in this clause, the ordinary hours of work of an employee will be an average of 38 hours per week on not more than five days in any week, calculated on the following bases:
- (a) 38 hours within a work cycle not exceeding seven consecutive days;
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days;
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days;
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
  - (e) any other work cycle during which a weekly average of 38 ordinary hours are worked or may be determined by agreement between the employer and an employee or employees.

[37.3 substituted by [PR992635](#) ppc 29Jan10]

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

#### **37.4 12 hour shifts**

Provided that in the implementation of the work cycles in clause 37.2, 12 hours will be the maximum number of ordinary hours per day.

- (a) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
- (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;
  - (iii) proper supervision being provided;
  - (iv) adequate breaks being provided; and
  - (v) a trial or review process being jointly implemented by the employer and the employees or their representatives.
- 37.5** Employees on continuous work, (i.e. work which is carried on with consecutive shifts of employees throughout the 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer), will work the ordinary hours prescribed in clause 37.2 on a daily basis continuously and will be allowed 20 minutes each shift for crib counted as time worked during these hours

## **38. Saturday work**

**38.1** This clause will not apply to the following employees who work any of their rostered hours on a Saturday:

- (a) a person principally employed to perform vehicle sales related duties (for Saturday rates see clause 44);
- (b) for casual employees, including casuals principally employed to perform duties of a driveway attendant, console operator or a roadhouse attendant (for Saturday rates see clause 43.6); or
- (c) a person engaged as a permanent to perform duties of a driveway attendant, console operator or roadhouse attendant (for Saturday rates see clause 43.3).

**38.2** An employee who works any of their ordinary hours on a Saturday will be paid at time and a half.

**38.3** An employee who works outside rostered hours on a Saturday will be paid for the hours so worked at the overtime rate prescribed by clause 28—Overtime rates.

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

## **39. Sunday work**

**39.1** This clause will not apply to the following employees who work any of their rostered hours on a Sunday:

- (a) a person employed principally to perform vehicle sales related duties (for Sunday rates see clause 44.5);
- (b) for casual employees including casuals principally employed to perform duties of a driveway attendant, console operator or a roadhouse attendant (for Sunday rates see clause 43.6); or
- (c) a person engaged as a permanent to perform duties of a driveway attendant, console operator or roadhouse attendant (for Sunday rates see clause 43.3).

**39.2** An employee who works any of their ordinary hours on a Sunday will be paid at the rate of double time for the hours so worked.

**39.3** An employee who works outside their rostered hours on a Sunday will be paid for the hours so worked at the rate prescribed by clause 28—Overtime rates.

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

## **40. Public holiday work**

**40.1** Public holidays are provided for in the NES.

- 40.2** This clause will not apply to the following employees who work any of their ordinary hours on a public holiday:
- (a) persons principally employed to perform vehicle sales related duties (for public holiday rates see clause 44.4(c)); or
  - (b) casuals and persons principally employed to perform duties of a driveway attendant, console operator or road house attendant (for public holiday rates see clause 43.3(a)).
- 40.3** An employee who works any of their ordinary hours on a public holiday of this award will be paid at the rate of time and a half for the period worked in addition to the ordinary rate.
- 40.4** An employee who works outside their rostered hours on a public holiday will be paid for the hours so worked at the overtime rate prescribed by clause 28—Overtime rates (at the rate of double time and a half).
- 40.5** Payments prescribed for ordinary hours of work performed on public holidays will stand alone and will not be included for any other purposes of this award.

## **41. Casual employees**

[Varied by [PR538947](#)]

**41.1** The rates hereunder do not apply to the following casual employees:

[41.1(a) varied by [PR538947](#) from 01Jan10]

- (a) those principally employed to perform vehicle sales related duties (for casuals doing this type of work see clause 44.3); or

[41.1(b) varied by [PR538947](#) from 01Jan10]

- (b) driveway attendant, console operator, roadhouse attendant (for casuals doing this type of work see clause 43.6).

Casual employees will be paid per hour 1/38th of the weekly wage prescribed by clause 33—Classification and minimum weekly wages for the work they perform plus a loading as set out in the following table:

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

[41.2 substituted by [PR538947](#) from 01Jan10]

**41.2** The loadings prescribed in clause 41.1 will not be cumulative and will operate to the exclusion of any other loading in respect of hours of work within this award. Where more than one loading prescribed in clause 41.1 applies the employee will be entitled to the highest applicable rates.

## **42. Shiftwork and rates**

[Varied by [PR538947](#), [PR540169](#); 42 renumbered as 40 by [PR561478](#) ppc 05Mar15]

**42.1** This clause will not apply to:

- (a) a casual employee principally employed to perform duties of a driveway attendant, console operator, or a roadhouse attendant; or
- (b) a person employed principally to perform vehicle sales related duties.

[42.2 varied by [PR538947](#) from 01Jan10, corrected by [PR540169](#) from 01Jan10]

**42.2** An employee working on afternoon or night shift will except on a Saturday, Sunday or a public holiday be paid in addition to the ordinary rate, an amount equal to the following relevant percentage of the ordinary rate:

<b>Shift</b>	<b>% loading</b>
If working on night shift only	30
If working on afternoon shift only	18
If working on alternating afternoon and night shifts	20
If working on alternating day and night shifts	12.5 for the night shift

<b>Shift</b>	<b>% loading</b>
If working on alternating day, afternoon and night shifts	12.5 for the afternoon and night shifts
If working on alternating day and afternoon shifts	12.5 for the afternoon shift

Despite the provisions of clause 43.3(a), where an employee covered by clause 43.3 works a night shift which finishes on Saturday morning, the relevant night shift penalty in clause 42.2 will continue to apply for that portion of the shift falling on Saturday morning. If that Saturday is a public holiday then the public holiday rate in clause 43.3(a)(iii) will apply instead of the relevant night shift penalty rate in clause 42.2 for that portion of the shift falling on the public holiday.

**42.3** An employee engaged on an afternoon or night shift which does not continue for at least five successive working days or such shorter work cycle as may be worked pursuant to clause 37—Ordinary hours of work and rostering, will be paid at the rate of time and a half for each such shift.

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

**42.5** For the purposes of this clause:

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

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

**42.6 Daylight saving**

(a) Notwithstanding anything contained elsewhere in this award, in any area where by reason of the legislation of a Federal, State or Territory summer time is prescribed as being in advance of the standard time of that Federal, State or Territory the length of any shift:

- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period;

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of a shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant Federal, State or Territory legislation.

- (b) In this subclause the expressions **standard time** and **summer time** will bear the same meanings as are prescribed by the relevant Federal, State or Territory legislation.

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

[43—Special provision—driveway attendant, console operator and roadhouse attendant renamed as Special provisions—driveway attendant, console operator and roadhouse attendant and varied by [PR992635](#) ppc 29Jan10; varied by [PR538947](#)]

#### **43.1 Hours of work**

- (a) For a person employed on a weekly, part-time or casual basis to principally perform duties of a driveway attendant, console operator or a roadhouse attendant as defined, the ordinary hours prescribed by clause 37.2 will be worked at the option of the employer in either of the following ways:
- (i) continuously, on a daily basis except for meal and morning or afternoon tea breaks at the discretion of the employer; or
  - (ii) continuously, on a daily basis, with 20 minutes during such hours each day or shift for crib, whilst maintaining customer service. The 20 minute crib break will be counted as time worked.
- (b) A driveway attendant or console operator who is working alone is entitled to close and secure the work site so as to attend the toilet.
- (c) Provided that in the case of a person employed on a part-time or casual basis principally to perform the duties of a driveway attendant, console operator or a roadhouse attendant clauses 43.1(a)(i) and (ii) will not apply unless the time worked on any day has exceeded five hours.

#### **43.2 Prohibited employees**

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

#### **43.3 Ordinary hours worked on Saturdays, Sundays and public holidays**

[43.3 substituted by [PR538947](#) from 01Jan10]

- (a) Permanent employees principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant will be paid as follows:
- (i) Saturday work - ordinary time until noon, time and a half thereafter;
  - (ii) Sunday work - time and a half; and
  - (iii) public holidays - ordinary time for the period worked in addition to the ordinary rate of pay.

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

#### **43.4 Overtime**

[43.4 substituted by [PR538947](#) from 01Jan10; varied by [PR992635](#) ppc 29Jan10]

- (a) Permanent employees principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant when required to work outside their ordinary hours will be paid as follows:
  - (i) on a Sunday at the rate of double time;
  - (ii) on a public holiday at the rate of double time; or
  - (iii) at other times at the rate of time and a half for the first three hours and then double time thereafter.
- (b) the extra rates prescribed by clause 43.4(a) are in substitution for and not cumulative upon the shiftwork allowances prescribed in clause 42.2 of this award.

#### **43.5 Minimum payment for overtime on a Sunday or a public holiday**

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

#### **43.6 Casual rates**

- (a) A casual employed as a driveway attendant, roadhouse attendant, console operator or roadhouse attendant engaged primarily to cook other than takeaway meals will be paid by the hours in accordance with the casual rates prescribed in clause 36—Casual rates for driveway attendants, roadhouse attendants and console operators.

### **44. Special provisions—persons employed principally to sell vehicles**

[Varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR538947](#), [PR540169](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#)]

#### **44.1 Hours of work—full-time employment**

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

#### **44.2 Hours of work—part-time employment**

- (a) A part-time vehicle salesperson:
  - (i) will work a regular number of days not less than two per week; and
  - (ii) will be paid a proportion of the weekly wage on a pro rata basis.
- (b) A part-time vehicle salesperson will be entitled to the same pro rata entitlements as a full-time salesperson in respect of annual leave, public

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holidays, personal/carer's leave and make-up pay on a proportionate basis calculated on the number of hours worked.

### 44.3 Casuals

[44.3 substituted by [PR538947](#) from 01Jan10]

- (a) An adult employed as a casual vehicle salesperson will be paid 1/38th of the weekly rate for an adult vehicle salesperson in clause 33.4 plus 25%.
- (b) A junior employed as a casual vehicle salesperson will be paid 1/38th of the weekly rate for a junior vehicle salesperson in clause 33.7 plus 25%.
- (c) An additional payment of 100% of the standard hourly rate per hour will apply for work performed on a Sunday.
- (d) Work on a public holiday will be paid 1/38th of the relevant weekly rate plus 175%.

### 44.4 Payment for work on public holidays and days off

- (a) All work done by a vehicle salesperson on the instruction of an employer on a nominated rostered day or half-day off will be paid for at the rate of double time.
- (b) **double time** will mean:
  - (i) if more than half a day is worked, two fifths of the salesperson's weekly rate of pay prescribed in clause 33.4 (adult rates) or clause 33.7 (junior rates); and
  - (ii) if half a day or less is worked, one fifth of the salesperson's weekly rate of pay prescribed in clauses 33.4 and 33.7.
- (c) All work done by a vehicle salesperson on the instruction of an employer on a public holiday will be paid for at the rate of double time and a half.
- (d) For the purpose of this subclause, **double time and a half** will mean:
  - (i) if more than half a day is worked, half of the salesperson's weekly rate prescribed by clauses 33.4 or 33.7 of this award; and
  - (ii) if half a day or less is worked, one quarter of the salesperson's weekly rate prescribed by clauses 33.4 or 33.7 of this award.

### 44.5 Work on a Sunday

[44.5 substituted by [PR540169](#) from 01Jan10]

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

- (a) if more than half a day is worked—20% of the standard weekly rate; or
- (b) half a day or less is worked—10% of the standard weekly rate.”



#### 44.6 Travelling expenses

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

#### 44.7 Meal allowance

[44.7(a) varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#) ppc 01Jul19]

- (a) A vehicle salesperson required to be on duty at a motor show, agricultural show or similar exhibition either over the evening meal period or on a public holiday will be paid \$17.01 for each evening meal and \$17.01 for the midday meal on the public holiday.

[44.7(b) varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#) ppc 01Jul19]

- (b) A vehicle salesperson required to work at a showroom or car yard for more than two hours after 6.00 pm on any day without being notified on the previous day or earlier that they would be required to work will either be supplied with a meal by an employer or paid \$17.01. Such payment need not be made to an employee living in the same locality as their workplace who can reasonably return home for meals.

#### 44.8 Use of motor vehicles

- (a) Where any vehicle salesperson is provided with a motor vehicle for use in the performance of duties associated with the role, no deduction will be made from the wages payable to the vehicle salesperson under clauses 33.4 or 33.7 on account of such use.
- (b) A vehicle salesperson engaged on terms which require use of their own vehicle will be reimbursed on a basis not less favourable to the salesperson as follows:

[44.8(b)(i) varied by [PR523071](#), [PR536874](#), [PR551797](#) ppc 01Jul14]

- (i) for motor vehicles up to and including 20 hp an overhead cost allowance of \$173.51 per week, plus a weekly amount calculated at the rate of \$0.20 per kilometre for the actual distance travelled by the employee's car each week in connection with their employment;

[44.8(b)(ii) varied by [PR523071](#), [PR536874](#), [PR551797](#) ppc 01Jul14]

- (ii) for motor vehicles over 20 hp an overhead cost allowance of \$192.81 per week, plus a weekly amount calculated at the rate of \$0.23 per kilometre for the actual distance travelled by the employee's car each week in connection with their employment,

for the purpose of clauses 44.8(b)(i) and (ii) distance travelled to and from the place where the vehicle customarily is housed will be regarded as travel in connection with the employment.

- (c) The overhead cost allowances prescribed by clauses 44.8(b)(i) and (ii) will be paid during each week of the calendar year except in respect of periods:

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- (i) when a vehicle salesperson is absent from duty without the consent of the employer;
  - (ii) in excess of three consecutive weeks when the vehicle is unavailable due to accident or mechanical defect; or
  - (iii) in excess of a total of three complete weeks in any one year due to personal illness or incapacity of the salesperson, provided that any such claim for any period of less than one week will not be taken into account for the purpose of this clause.
- (d) Other than in cases of termination of employment, four weeks' notice will be given to a salesperson by the employer that the salesperson is no longer required to provide their own vehicle.

[44.8(e) varied by [PR523071](#), [PR536874](#), [PR551797](#) ppc 01Jul14]

- (e) In the cases of casual use by any vehicle salesperson of their own vehicle in the course of their duties and by agreement with their employer, the salesperson will be reimbursed at the rate of not less than \$0.78 per kilometre.

### 44.9 Payment of commission

- (a) Payment of commission, if any, to a vehicle salesperson may be negotiated between the salesperson and their employer subject to the following provisions:
- (i) the basis on which commission will be paid will be committed to writing and a copy given to a vehicle salesperson within 21 days of them commencing employment and such basis will not be altered except by mutual consent or by a week's notice in writing from the employer to a salesperson;
  - (ii) an employer will comply with clause 44.9(a)(i) within 21 days of such date;
  - (iii) an employer will within 21 days after the last day of each month furnish a vehicle salesperson with all relevant particulars of vehicles delivered and commission earned during the preceding month and thereupon such commission or any balance thereof will be payable;
  - (iv) commission will be deemed to accrue upon the delivery of a vehicle to the customer;
  - (v) where a sale is effected as a result of the efforts of two or more vehicle salespersons, the commission payable in respect of such sale will be divided between them in such proportion as they may mutually agree;
  - (vi) where the employment of a vehicle salesperson terminates prior to the delivery of a vehicle for which they would otherwise be entitled to commission, provided the vehicle is delivered within three months of the termination they will be paid two thirds of the commission they would otherwise have received;

- (vii) where the employment of a vehicle salesperson terminates, the commission to which the vehicle salesperson is entitled in respect of vehicles which have already been delivered will be paid to them within 14 days of such termination; and
- (viii) any sum payable under an agreement made pursuant to this subclause will be deemed to be payable under this award.

#### **44.10 Calculation of wages**

For the purpose only of determining payment for personal leave, compassionate leave, deduction for unauthorised absences, wage calculation on termination of employment and casual rates, the hourly rate will be 1/38th of either the adult or junior weekly rate as the case may be.

## **Section 2—Vehicle manufacturing employees**

### **45. Award coverage, classification and minimum weekly wages**

[Varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#); 45—Classification and minimum weekly wages renamed as Award coverage, classification and minimum weekly wages and varied by [PR538947](#) from 01Jan10; varied by [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#)]

#### **45.1 Coverage under Section 2**

[New 45.1 inserted by [PR538947](#) from 01Jan10]

Section 2 will have the coverage set out in clause 4.1(e) or 4.1(f) of clause 4—Coverage.

[45.1 renumbered as 45.2 by [PR538947](#) from 01Jan10]

- 45.2** Adult employees, other than employees paid as casuals, apprentices and juniors, and under the supported wage will be entitled to receive the award rate of pay for the relevant classification as set out in this clause.

[45.2 renumbered as 45.3 by [PR538947](#) from 01Jan10]

- 45.3** All adult employees (other than apprentices) covered by this section must be classified according to the structure set out in clause 45.5 and according to the skill levels and duties required to be exercised by the employer in order to carry out the principal functions of the employment as determined by the employer. The skill level definitions, according to which employees are to be classified, are set out in Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions.

[45.3 renumbered as 45.4 by [PR538947](#) from 01Jan10]

- 45.4** Employers must advise each employee in writing of the classification and of any subsequent changes to their classification.

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**45.5 Minimum wage rates table**

[45.4 renumbered as 45.5 by [PR538947](#) from 01Jan10; varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

An adult employee in the classification (wage group level) specified in the table below will be paid the respective minimum weekly classification rate of pay assigned to the wage group concerned.

<b>Classification</b>	<b>Wage group level</b>	<b>Weekly rate \$</b>	<b>Hourly rate \$</b>
Vehicle industry/production employee Level 1	V1	740.80	19.49
Vehicle industry/production employee Level 2	V2	762.10	20.06
Vehicle industry/production employee Level 3	V3	791.30	20.82
Vehicle industry/production employee Level 4	V4	818.50	21.54
Vehicle industry tradesperson—Level I	V5	862.50	22.70
Vehicle industry tradesperson—Level II	V6	889.50	23.41
Vehicle industry tradesperson—Level III	V7	916.60	24.12
Vehicle industry tradesperson—Level IV	V8	943.60	24.83
Vehicle industry tradesperson—Level V	V9	988.80	26.02
Vehicle industry tradesperson—Level VI	V10	1009.10	26.56
Vehicle industry engineering associate—Level I	V11	1036.10	27.27
Vehicle industry engineering associate— Level II	V12	1090.40	28.69
Vehicle industry leading technical officer & Principal engineering trainer/supervisor/co-ordinator	V13	1117.60	29.41
Vehicle industry principal technical officer	V14	1166.40	30.69
Driver classifications			
Vehicle industry driver—Level I	D1	829.50	21.83
Vehicle industry driver—Level II	D2	839.60	22.09
Vehicle industry driver—Level III	D3	849.60	22.36
Vehicle industry driver—Level IV	D4	861.60	22.67

[45.5 renumbered as 45.6 by [PR538947](#) from 01Jan10]

**45.6** The weekly wage rates for a Trainer/supervisor/co-ordinator—Level I and Level II, as defined in Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions will be:

**Trainer/supervisor/co-ordinator**

- (a) Level 1—not less than 122% of the highest rate paid to those supervised.
- (b) Level 2—not less than 115% of the highest rate paid to those supervised.

**45.7 Relationship of classification structure to definitions**

[45.6 renumbered as 45.7 by [PR538947](#) from 01Jan10]

The classification structure listed above will be read in conjunction with the definitions and classifications set out in Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions and have regard where relevant with the additional definitions listed in clause 3.2.

**45.8 Phasing in of wage rate of employees without relevant work experience**

[45.7 renumbered as 45.8 by [PR538947](#) from 01Jan10]

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

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

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

<b>Years of relevant work experience</b>	<b>% of V6 rate of pay</b>
0	83

<b>Years of relevant work experience</b>	<b>% of V6 rate of pay</b>
--	----------------------------

1	88
2	95
3	100

- (c) Employees not elsewhere provided for in this clause will receive the rate prescribed for the Vehicle industry/production Level 1 prescribed in clause 45.5.

#### **46. Part-time rates**

An employee so engaged will be paid per hour 1/38th of the weekly rate prescribed by clause 45.5 for the classification in which the employee is engaged.

#### **47. Casual rates**

[Varied by [PR538947](#) from 01Jan10]

A casual employee employed under this Section for working ordinary time will be paid per hour 1/38th of the weekly rate prescribed by the relevant classification in clause 45.5 for the work so performed plus 25% which will be a part of the employee's all purpose rate.

#### **48. Apprentice wage rates**

[Varied by [PR544664](#), 48 renumbered as 46 by [PR561478](#) ppc 05Mar15, varied by [PR566768](#)]

##### **48.1 Minimum wage rates**

[48.1 substituted by [PR544664](#) ppc 01Jan14]

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

The minimum wages for an apprentice other than an adult apprentice who commenced their apprenticeship prior to 1 January 2014 is as set out in the following table, provided that progression through the stages set out in this table is in accordance with clause 49 (Conditions for progression through each stage).

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

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

[48.1(b) substituted by [PR566768](#) ppc 01Jul15]

The minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014, other than an adult apprentice, are set out below, provided that progression through the stages set out in this table is in accordance with clause 49 (Conditions for progression through each stage).

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

**48.2** An employee who is under 21 years of age at the expiration of their apprenticeship and thereafter works as a minor in the occupation in which they have been apprenticed will be paid at not less than the adult rate prescribed by this award for that classification.

**49. Apprentice wage rates and progression**

[49 substituted by [PR992635](#), [PR544664](#)]

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

**50. Higher engineering tradesperson**

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

- 50.1** the period of the apprenticeship will be four years or such other period as is approved by an apprenticeship authority on the basis of an approved competency based training program;
- 50.2** apprentices in their first, second and third years are to be paid at a rate equivalent to that applying to an apprentice engineering tradesperson;
- 50.3** apprentice higher engineering tradespersons in their fourth year are to be paid a rate of 88% of the V7 rate;
- 50.4** the classification on completion of apprenticeship will be as a minimum V5. Where the apprentice is offered employment at the completion of their apprenticeship and such employment is in the area of the apprenticeship training, such that they are

exercising or will be required to exercise the skills and knowledge gained during their apprenticeship necessary for a V7 level of work they will be classified at V7; and

- 50.5** the training program for each apprentice is to be consistent with the minimum training requirement for the classification of V7 special class tradesperson and is to have an off-the-job training structure of six core modules, 10 stream modules and 14 elective modules.

## 51. Adult apprentice wage rates

[Varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR544664](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#)]

[51.1 varied by [PR544664](#) ppc 01Jan14]

- 51.1** A person employed by an employer under this award in the vehicle industry immediately prior to entering into a training contract as an adult apprentice with that employer, will not suffer a reduction in their rate of pay by virtue of entering into the training contract.

- 51.2** For the purposes only of fixing a rate of pay the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the skill level classification or class of work specified in this clause, in which the adult apprentice was engaged immediately prior to becoming indentured.

### 51.3 Minimum wage rates for adult apprentices

[51.3 varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#); substituted by [PR544664](#) ppc 01Jan14]

#### (a) Minimum wage rates for adult apprentices commencing or continuing an apprenticeship prior to 1 January 2014

[51.3(a) varied by [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

Subject to clauses 51.1 and 51.2, the minimum rate of pay for an adult apprentice who commenced their apprenticeship prior to 1 January 2014 will be as follows:

Year of apprenticeship	Award reference	Total weekly rate payable \$
Stage 1 or 1st year	National Training Wage Schedule—Skill Level B exit rate	653.70
Stage 2 or 2nd year	Vehicle industry/production employee Level 1 - V1	740.80
Stage 3 or 3rd year	Vehicle industry/production employee Level 2 - V2	762.10
Stage 4 or 4th year	Vehicle industry/production employee Level 3 - V3	791.30



**(b) Minimum wages for adult apprentices commencing an apprenticeship on and from 1 January 2014**

[51.3(b) varied by [PR551677](#); substituted by [PR566768](#) ppc 01Jul15; varied by [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

Subject to clauses 51.1 and 51.2, the minimum wages for adult apprentices commencing an apprenticeship on and from 1 January 2014 are set out in the following table:

<b>Year of apprenticeship</b>	<b>Award reference</b>	<b>Total weekly rate payable \$</b>
Stage 1 or 1st year	80% of Vehicle industry tradesperson - Level 1 (V5)	690.00
Stage 2 or 2nd year	Vehicle industry/production employee Level 1 - V1	740.80
Stage 3 or 3rd year	Vehicle industry/production employee Level 2 - V2	762.10
Stage 4 or 4th year	Vehicle industry/production employee Level 3 - V3	791.30

**51.4** The rates prescribed in clause 51.3 are based on the classification and wage structure specified in clause 45.5 as varied from time to time, except for 1st year/Level 1 as outlined above.

**52. Junior wage rates**

**52.1** The minimum weekly wage for an unapprenticed junior employee will be an amount equal to the undermined relevant percentage of the ordinary total weekly wage prescribed by this award for the Vehicle industry/production employee—Level 1 (V1) in clause 45.5.

<b>Age</b>	<b>% of Level V1 rate</b>
Under 16 years	35.0
At 16 years	45.0
At 17 years	55.0
At 18 years	65.0
At 19 years	78.5
At 20 years	95.0

**52.2** Except as provided in clause 14.2 unapprenticed junior workers may be employed in any occupation covered by this award.

## **53. Ordinary hours of work and rostering**

[53—Ordinary hours of work and related matters renamed as Ordinary hours of work and rostering by [PR992635](#)]

### **53.1 Ordinary hours of work—dayworkers**

- (a) Subject to clause 53.3 the ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- (b) Ordinary hours of work may be worked on any day Monday to Friday and between 7.00 am and noon on Saturday. In localities where the recognised half holiday is on a day other than Saturday, the day so recognised may be substituted for Saturday for all purposes of this award.
- (c) Ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (i.e. 6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.
- (d) All work performed outside the spread of hours is to be paid at overtime rates and will be deemed, for the purposes of this subclause, to be part of the ordinary hours of work.

### **53.2 Maximum daily ordinary hours**

The ordinary hours of work prescribed herein will not exceed 10 on any day. Provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement between an employer and the majority of employees.

### **53.3 Methods of arranging ordinary working hours**

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time-to-time within the spread of hours referred to in clause 53.1(c) and the employer's right to fix the commencing and finishing time of shifts from time-to-time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned.
- (b) Matters upon which agreement may be reached include:
  - (i) how the hours are to be averaged within a work cycle established in accordance with clauses 53.1 and 53.2;
  - (ii) the duration of the work cycle for day workers provided that such duration will not exceed three months;
  - (iii) rosters which specify the starting and finishing times of working hours;
  - (iv) a period of notice of a rostered day off which is less than four weeks;
  - (v) substitution of rostered days off;

- (vi) accumulation of rostered days off;
- (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
- (viii) any arrangements of ordinary hours which exceed eight hours in any day.

#### **53.4 Rostered days off**

Except as provided in clause 53.5, in cases where, by virtue of arrangement of ordinary working hours an employee is entitled to a day off during the work cycle, such employee will be advised by the employer at least four weeks in advance of the weekday they are to take off. Provided that:

- (a) the parties agree to flexibility in the arrangement and operation of working hours; and
- (b) in any particular section, the rostered day off will be arranged such that they are to be taken on each of the Fridays or Mondays in the work cycle.

In such cases, the rostered day off can, subject to agreement between the parties involved, be taken before the next rostered day off becomes due.

#### **53.5 Substitute day**

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

### **54. Shiftwork and rates**

[54—Shiftwork and penalty rates renamed as Shiftwork and rates by [PR992635](#)]

#### **54.1 Hours of work—continuous work shifts**

- (a) For the purposes of this clause and clause 54.3 **continuous work** means work carried out on consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks (if any).
- (b) An employee working on continuous work shifts will work up to six shifts per week as may be required.
- (c) This subclause will apply to shiftworkers on continuous work as defined in clause 54.1(a). The ordinary hours of continuous shiftworkers will average 38 per week inclusive of crib time and will not exceed 152 hours in 28 consecutive days. Provided that where the employer and the majority of employees agree, a roster system may operate on the basis that the weekly

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average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

- (d) Subject to clause 54.1(e) continuous shiftworkers will work at such times as the employer may require.
- (e) A shift will consist of not more than 10 hours inclusive of crib time. Provided that:
  - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned;
  - (ii) except at the regular change over of shifts an employee will not be required to work more than one shift in each 24 hours;
  - (iii) 20 minutes will be allowed to shiftworkers each shift for crib which will be counted as time worked; and
  - (iv) the ordinary hours will be worked continuously except for meal breaks.

### 54.2 Hours—other than continuous work shifts

- (a) This subclause will apply to shiftworkers not on continuous work as defined in clause 54.1(a) and subject to clause 53.3 the ordinary hours of work will be an average of 38 per week but not exceeding 152 hours within a period not exceeding 28 consecutive days.
- (b) Provided that where the employer and the majority of employees agree a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
- (c) The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than five hours without a break for a meal.
- (d) Except at regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours provided that:
  - (i) the ordinary hours of work prescribed above will not exceed 10 hours on any day; and
  - (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work station or sections concerned.

### 54.3 Rates for shiftworkers

- (a) For the purposes of this award:
  - (i) **afternoon shift** means a shift commencing not later than 6.00 pm on any day.

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- (ii) **night shift** means a shift commencing at any time after 6.00 pm on any day.
- (b) An employee working on an afternoon or night shift (other than a continuous work shift as defined in clause 54.1(a)):
- (i) which does not continue for five successive working afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop or for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 54.1(c) and 54.1(e)(iv) of this clause will be paid at the rate of time and a half for each such shift;
- (ii) which has been in operation for five successive afternoons or nights or more in a five day workshop or six successive afternoons or nights or more in a six day workshop will be paid in addition to the ordinary rate an amount equal to the following relevant percentage of their ordinary rate:
- 30% for working on night shift only;
  - 18% for working on alternating night and afternoon shifts;
  - 12.5% for the night shift working on alternating day and night shifts;
  - 18% for working on afternoon shift only;
  - 12.5% for the afternoon shift working on alternating day and afternoon shifts; or
  - 12.5% for the afternoon and night shifts working on alternating day, afternoon and night shifts.
- (c) The extra rates prescribed above will be payable only when shifts are changed once in every three weeks or shift cycle agreed pursuant to clause 53.1(d) or clause 53.3, otherwise the extra rates prescribed for night shifts and afternoon shifts will apply.
- (d) An employee working continuous work shifts will whilst on an afternoon or night shift be paid in addition to the employee's ordinary rate an amount equal to 12.5% of ordinary rate.
- (e) The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on a Saturday will be time and a quarter. Such rate to be in substitution for and not cumulative upon the shift premiums prescribed in clauses 54.3(b)(ii) and (c).
- (f) Payment prescribed by this clause will stand alone and will not be included for any other purposes of this award.

## **55. Sundays and public holidays**

[Varied by [PR992635](#)]

### **55.1 Crib break**

- (a) An employee working on a Sunday or a public holiday for more than nine and a half hours will at the end of eight hours be allowed a crib break of 20 minutes which will be paid for at the ordinary rate.
- (b) An employee working on a Sunday or a public holiday for more than eight hours will be allowed a crib break of 20 minutes without deduction of pay after each four hours worked beyond eight hours providing the employee continues work after such crib break.
- (c) An employer and employee may agree to a variation of this subclause to meet the circumstances of the work in hand; provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

### **55.2 Rest period to follow**

An employee (other than a casual employee) not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work will, on being relieved from duty, be entitled to be absent until the employee has had 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

### **55.3 Payments to stand alone**

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

### **55.4 Minimum payment—maintenance employees**

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

### **55.5 Penalty rates for Sunday work**

- (a) Where an employee works on a Sunday, the work done will be paid for at the rate of double time.

- (b) A shift commencing before 10.45 pm on a Sunday will be regarded as a Sunday shift and all work done during that shift will be paid for at the rate of double time.
- (c) A shift commencing at 10.45 pm or between 10.45 pm and midnight on a Sunday will not be regarded as a Sunday shift and work done during that shift will not entitle an employee to the Sunday rate.
- (d) A shift commencing before midnight on the day preceding a Sunday and extending into the Sunday will be regarded as Sunday shift and all work done during that shift will be paid for at the rate of double time.

#### 55.6 Penalty rates for public holiday work

- (a) An employee who works on a public holiday will be paid for that work at the rate of double time and a half.
- (b) A shift commencing before 10.45 pm on a public holiday will be regarded as a public holiday shift and all work done during that shift will be paid for at the rate of double time and a half.
- (c) Except as provided in clause 55.6(e) a shift commencing at 10.45 pm or between 10.45 pm and midnight on a public holiday will not be regarded as a public holiday shift and work done during that shift will not entitle an employee to the public holiday rate.
- (d) Except as provided in clause 55.6(e) a shift commencing before midnight on the day preceding a public holiday and extending into the public holiday will be regarded as a public holiday shift and all work done during that shift will be paid for at the rate of double time and a half.
- (e) Notwithstanding clauses 55.6(c) and (d) where an employee is rostered for a shift which terminates on a public holiday and a shift which commences on the same public holiday, one shift only will be regarded as the public holiday shift and such shift will be the one, the major portion of which falls on the public holiday.
- (f) For the purpose of this clause **public holiday** means a day provided for in clause 32—Public holidays.

### 56. Travelling, transport and fares

[55.7 renumbered as 56 by [PR992635](#); varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#)]

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

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

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

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

### 56.2 Transfers involving change of residence

[55.8 renumbered as 56.2 by [PR992635](#) ppc 29Jan10]

- (a) An employee:
  - (i) engaged in one locality to work in another; or
  - (ii) sent, other than at the employee's own request, from the usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,

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

- (b) Provided that such expenses will cease after taking up permanent residence or abode at the new location.
- (c) An employee sent from the usual locality to another (in circumstances other than those prescribed above) and required to remain away from the usual place of abode will be paid travelling time whilst necessarily travelling between such localities and expenses whilst so absent from the usual locality.
- (d) The rate of pay for travelling time will be ordinary rates except on a Sunday or any public holiday prescribed in this award when it will be time and a half.
- (e) The maximum travelling time to be paid for will be 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all night travel, eight hours out of every 24 hours.

### 56.3 Expenses

[55.9 renumbered as 56.3 by [PR992635](#) ppc 29Jan10]

- (a) **Expenses** for the purpose of this clause means all fares reasonably incurred. For boat travel the fares allowed will be first class on coastal boats and on interstate boats where there is no second class as distinct from steerage, and for rail travel second class except where all night travelling is involved when they will be first-class with sleeping berth where available.

[56.3(b) varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#) ppc 01Jul19]

- (b) Reasonable expenses incurred whilst travelling include \$13.24 for each meal taken.



## **57. Security staff—special conditions**

[56 renumbered as 57 and varied by [PR992635](#)]

### **57.1 Application**

Clause 57—Security staff—special conditions will apply instead of the rates prescribed for the clauses below:

- (a) shiftwork (clause 54.3);
- (b) Sunday and public holiday work (clause 55);
- (c) penalty rates for Sunday work (clause 55.5);
- (d) penalty rates for public holiday work (clause 55.6), and
- (e) higher duties (clause 33.5).

### **57.2 Shiftwork rates**

- (a) Except as provided in clauses 57.2(b) and (c), security staff whilst on afternoon or night shift as defined in clause 54.3 will be paid whilst so engaged in addition to the ordinary rate an amount equal to 15% of such rate.
- (b) Except as provided in clauses 57.2(a) and (c), security staff employed on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop will be paid whilst so engaged at the rate of time and a half.
- (c) Except as provided in clauses 57.2(a) and (b), security staff engaged on shiftwork who:
  - (i) during a period of engagement on shift, work night shift only;
  - (ii) remain on night shift for a longer period of four consecutive weeks; or
  - (iii) work on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of the working time off night shift in each shift cycle,

will be paid, for all time worked during ordinary hours in each such night shift during such engagement period or cycle, at the rate of 30% extra.

### **57.3 Saturday and Sunday work**

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

- (a) Saturday shift—time and a half; and
- (b) Sunday shift—time and three quarters for the first eight hours and double time thereafter.

[57.3(c) inserted by [PR992635](#) ppc 29Jan10]

- (c) The rates prescribed in clause 57.3(a) and (b) will be in substitution for and not in addition to the rates prescribed in clause 57.2—Shiftwork rates.

## Section 3—Drafting, planning and technical employees

### 58. Coverage under Section 3

[57 renumbered as 58 by [PR992635](#); varied by [PR538947](#)]

[Preamble varied by [PR538947](#) from 01Jan10]

Section 3 will have the coverage set out in clause 4.1(e) or 4.1(f) of clause 4—Coverage in respect to employees engaged in the technical field according to the following definitions.

#### 58.1 Definitions

(a) **Technical field** means:

- (i) production planning, including scheduling, work study and estimating materials, handling systems and like work.
- (ii) technical including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work.
- (iii) design and drafting and like work.

(b) **Or equivalent** means:

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

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

(d) **Engineering associate** is a generic term which includes engineering associates; technical officers in a wide range of disciplines including laboratories and quality assurance; drafting officers, planners and other para-professionals.

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

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

Subject to the exemptions and exceptions prescribed in clause 58.2 of this Section, Section 3 applies to all employees who are engaged in any of the classifications, occupations, industry or calling specified in this award in Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions.

#### **58.2 Exemptions from this Section**

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

#### **58.3 Relationship with Section 2**

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

#### **58.4 Casual employment**

- (a) Clause 47—Casual rates of Section 2 applies to employees covered by Section 3 except that casual employees under Section 3 are entitled to a casual loading of 17.5% and, in addition, are entitled to annual leave and annual leave loading on a pro rata basis, provided that a casual loading of 25% may apply instead of these entitlements.
- (b) An employer, must on engagement settle with the employee whether the alternative entitlement of a casual loading of 25% will apply to the employee and record this decision. Any change to the original entitlement should only be by mutual agreement and placed on the employee's record.

### **59. Rates of pay and related matters**

[58 renumbered as 59 and varied by [PR992635](#); 59 varied by [PR561478](#) ppc 05Mar15]

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

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- (a) Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions;
- (b) Clause 3.2—Additional definitions—non-trades, trades and post-trades;
- (c) Clause 45.5—Minimum wage rates table;
- (d) Clause 19.9—First aid qualifications;

[59(e) varied by [PR992635](#) ppc 29Jan10]

- (e) Clause 56—Travelling, transport and fares;

[59(f) varied by [PR992635](#) ppc 29Jan10]

- (f) Clause 56.2—Transfers involving change of residence;
- (g) Clause 56.3—Expenses;
- (h) Clause 19.5—Meal allowance;
- (i) Clause 46—Part-time rates;
- (j) Clause 47—Casual rates;
- (k) Schedule D—Supported Wage System;
- (l) Clause 24—Payment of wages; and
- (m) Clause 25—Superannuation.

[59(n) inserted by [PR992635](#); deleted by [PR561478](#) ppc 05Mar15]

### 59.2 Notification of classification

[59.2(a) varied by [PR992635](#) ppc 29Jan10]

- (a) The employer will advise an employee of their classification within two weeks of being engaged under Section 3 or being promoted to a position within the scope of Section 3.
- (b) A person may acquire a relevant qualification for employment:
  - (i) whilst already employed and appropriately classified under this award, as provided in clause 45—Award coverage, classification and minimum weekly wages; or
  - (ii) prior to being employed and appropriately classified under this award, as provided in clause 45—Award coverage, classification and minimum weekly wages:
    - as a trainee, as set out in clause 59.5;
    - as a trainee under the National Training Wage; or
    - as a cadet, as provided for in clause 59.8.

**59.3 Phasing in of wage rates for employees without relevant work experience**

- (a) The provisions below apply in addition to clause 45.5 of Section 2:
- (b) An employee commencing work in technical fields who is without the appropriate qualification for V5 classifications or above (or who is undertaking training in the qualifications prescribed) and who has not met the equivalent standard in accordance with clause 45.5 of the award but who otherwise meets the requirements of the relevant classification definition will be paid in accordance with the following table:

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

**59.4 Lower grade and higher grade duty**

- (a) An employee who is called upon to perform work of a lower grade than that in which they are normally engaged, will suffer no reduction of salary on that account.
- (b) An employee who is called upon to perform work of a higher grade than that in which they are normally engaged, will be paid for the time so employed at the rate of the first year of the grading of the employee whose duties they are performing.

**59.5 Trainees**

**(a) Definition**

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

**(b) Rates of pay**

Trainees will receive, as minimum rates of pay, the following percentages of the weekly award rate for classification V6 level in the area where employed, as prescribed in clause 45.5 of Section 2:

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

**(c) Payment of fees**

- (i) A trainee who attends in any one year not less than 80% of the maximum possible attendances of the approved course at the training institution at which they are pursuing a course of study, and passes the annual examinations in that year, or if there is no examination, receives a satisfactory report, will be reimbursed by the employer all fees paid by the employee for that course during that year. In the case of a trainee who complies with the foregoing requirement for attendances and who passes or receives a satisfactory report in a proportion of the subjects taken by the employee in any year, the employer will reimburse a like proportion of fees.
- (ii) The employer will not, however, be required to reimburse fees or a proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course.
- (iii) Provided that, where a trainee is in the employ of more than one employer in any school year, then the last such employer will be liable only for the payment of fees pro rata to the period of employment with that employer.

**59.6 Daytime schooling**

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

**59.7 Junior trades**

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

**59.8 Cadets**

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

**59.9 Rate of pay**

- (a) A cadet is entitled to be paid as follows:

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

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

## **60. Allowances**

[59 renumbered as 60 and varied by [PR992635](#); varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#)]

### **60.1 Allowances for the application of technical computing equipment**

- (a) An allowance of 5.17% of the weekly [standard rate](#) per week will be paid to any employee who is required to use technical computing equipment as defined in clause 60.1(b) to perform work of a complex nature. Work of a complex nature includes:
- (i) the application of new concepts in their field of work, including the use of three dimensional projections;
  - (ii) the development of specialised programs for technical computing applications;
  - (iii) system development, including the evaluation of existing and alternative systems ancillary software and/or hardware; or
  - (iv) the provision of training on the system for users, including the development and evaluation of self learn and/or teaching methods or software packages.
- (b) **Technical computing equipment** is defined as computer hardware, (including personal computers, micro computers, mini computers or mainframe computers) using software and/or engineering applications (including design, engineering, planning or data base programs) which are used for drafting, planning, quality control, machine programming, NC programming and engineering analysis.
- (c) This allowance is not payable for routine or repetitive functions, or where the system is used merely as an aid.

### **60.2 Clothing and equipment**

- (a) Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and

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

- (b) An employee will not be required to provide more than the following items of equipment compasses, two set squares, protractor, a 30 centimetre scale and a slide rule.
- (c) Where an employee is required to work in abnormal conditions as to temperature, height, dirt, oil, wetness, danger, and the like, such reasonable precautions must be taken by the employer as may be necessary to facilitate the employee carrying out their duties with a maximum of safety and the employer will reimburse the employee for the cost of purchasing the special clothing that is required for the abnormal conditions. The provisions of this clause do not apply where the special clothing required for the abnormal conditions is paid for by the employer.

### 60.3 Travelling expenses

[60.3(a) varied by [PR992635](#) ppc 29Jan10]

- (a) In addition to the provisions of clause 56—Travelling, transport and fares the following applies:
  - (i) if an employee is directed to work at a place other than their usual place of employment and the means of transport by which the employee is directed to travel offers travellers' accommodation of more than one class, the fares which will be payable under this clause will be such as to enable the employee to travel first class;
  - (ii) an employee, should they so desire it, will be reimbursed by the employer to the extent of a first class return fare to their usual place of residence in respect of their normal place of employment after each period of four weeks on distant work (as defined) unless such work is inherent in the normal work of the establishment in which the employee is employed;
  - (iii) **distant work** means work which renders it necessary for an employee to sleep at a place other than their usual place of residence in respect of the employee's usual place of employment; and

[60.3(a)(iv) varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR606567](#), [PR704224](#), [PR707730](#) ppc 01Jul19]

- (iv) air travel will be either first or economy class, to be determined in accordance with the usual policy for company personnel including management. In the case of economy air travel, an allowance of \$12.09 will be paid for each meal period that occurs during the duration of the travel, provided that the employee did not receive a meal in flight for each period concerned.



## **61. Hours of work, shiftwork, meal breaks and overtime**

[60 renumbered as 61 by [PR992635](#); varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#)]

**61.1** The following provisions apply to employees covered under Section 3:

- (a) Clause 53—Ordinary hours of work and rostering
- (b) Clause 55—Sundays and public holidays
- (c) Clause 28—Overtime rates
- (d) Clause 54—Shiftwork and rates
- (e) Clause 26—Meal and rest breaks
- (f) Clause 27—Crib breaks when working overtime

**61.2** In respect of employees covered under Section 3, the meal break must be not less than 30 minutes or more than one hour and must be between the hours of 11.30 am and 2.00 pm Monday to Friday for day workers. The time will be as agreed between the employer and the majority of employees.

### **61.3 Morning and afternoon tea**

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

### **61.4 Overtime meal allowance**

[61.4 varied by [PR998108](#), [PR509241](#), [PR523071](#), [PR536874](#), [PR551797](#), [PR566898](#), [PR579594](#), [PR592344](#), [PR606567](#), [PR704224](#), [PR707730](#) ppc 01Jul19]

An employee is entitled to a meal allowance of \$13.24 on each occasion that the employee is entitled to a crib break as prescribed in clause 27—Crib breaks when working overtime except where the employee is provided with an adequate meal where the employer has cooking and dining facilities. This rate also applies for the purpose of meal allowances on public holidays in accordance with clause 19.5.

### **61.5 Sunday work**

Penalty rates for Sunday work in clause 55.5 will apply with the following amendments:

- (a) a four hour minimum payment applies to employees covered under this section; and
- (b) by mutual agreement between the employer and the employee concerned, one day may be given for each public holiday worked and the day worked will be paid at normal rates instead of the penalty rates for public holidays specified in clause 55.6.

### **61.6 Transport of employees on Sundays**

The provisions of clause 28.10 will apply also to work on Sundays for employees covered by Section 3, except for continuous shiftworkers.

### **61.7 Deferment of annual leave loading**

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

### **61.8 Payment for time worked on a public holiday**

(a) The provisions of clause 55.6 will apply with the following amendments:

- (i) a four hour minimum applies to employees covered under Section 3; and
- (ii) by mutual agreement between the employer and the employee concerned, one day may be given for each public holiday worked and the day worked will be paid at ordinary rates instead of the rate specified in clause 55.6.

(b) **Transport of employees on public holidays.**

The provisions of clause 28.10 will apply also to work on public holidays for employees covered by Section 3, except for continuous shiftworkers.

## **Section 4—Supervisory employees**

### **62. Coverage**

[61 renumbered as 62 by [PR992635](#); varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR538947](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#)]

[62(a) varied by [PR538947](#) from 01Jan10]

- (a) Section 4 will have the coverage set out in clause 4.1(e) or 4.1(f) of clause 4—Coverage.
- (b) Section 4 applies to all employees employed by employers bound by Section 4 within the coverage specified in clause 62 in the Supervisor/trainer/co-ordinator field as defined in clauses 62.2(a) and (b) but not (c).

#### **62.2 Supervisor/trainer/co-ordinator field includes employees who are:**

- (a) responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance;
- (b) responsible for supervision and/or training of other supervisors or trainers; or
- (c) responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.

**62.3 Relationship with other provisions in the award**

- (a) Parts 1 and 2 of this award apply to Section 4.
- (b) Other than the provisions of clauses 23.5 and 60.2(a) the remaining provisions within this award do not apply to Section 4.

**62.4 Contract of employment**

- (a) The employer will in writing advise an employee covered by this part whether the contract of employment is on a weekly, fortnightly, bi-monthly or monthly basis and the period as advised will resume as the frequency for payment of wages and the period of notice or payment instead of notice required to terminate the contract of employment.
- (b) Nothing in this section will detract from an employer's right to dismiss any employee without notice for neglect of duty or misconduct.

**62.5 Conditions of employment**

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

**62.6 Wages, classifications and related matters**

- (a) The following provisions of the award apply to employees covered under Section 4:
  - (i) Clause 58.1(a)—Definitions of engineering streams and technical field
  - (ii) Clause 45.5—Minimum wage rates table
  - (iii) Clause 46—Part-time rates
  - (iv) Clause 47—Casual rates
  - (v) Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions
  - (vi) Clause 24—Payment of wages
  - (vii) Clause 25—Superannuation

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(viii) Clause 3.2—Additional definitions—Non-trades, trades and post trades

[62.6(b) varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

- (b) A Trainer/supervisor/co-ordinator—Level 1 will be paid not less than 122% of the rate paid (excluding leading hand allowances) to the highest technically qualified employee supervised or trained as calculated in accordance with clause 62.7—Method of calculation for 38 ordinary hours of work including over award payments actually received. Provided that where the calculation is less than \$897.90 then the minimum rate will be \$897.90. The minimum award rate to be paid per hour will be \$23.63.

[62.6(c) varied by [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR551677](#), [PR566768](#), [PR579874](#), [PR592189](#), [PR606414](#), [PR707502](#) ppc 01Jul19]

- (c) A Trainer/supervisor/co-ordinator—Level 2 will be paid not less than 115% of the highest rate paid to persons supervised or trained as calculated in accordance with clause 62.7—Method of calculation below for 38 ordinary hours of work including over award payments actually received. Provided that where the calculation is less than \$970.90 then the minimum rate will be \$970.90. The minimum award rate to be paid per hour will be \$25.55.

### 62.7 Method of calculation

- (a) For the purpose of calculating the rates in clauses 62.6(b) and (c) above wages will be calculated each quarter on the basis of the average actually received by the adult employees during each of the weeks that 38 hours were worked during the previous quarter.
- (b) The wage rates will be recalculated on 1 November, 1 February, 1 May, 1 August each year or over some other consistent pattern each quarter which will not disadvantage the employees concerned. The new wage rates so determined will operate from the beginning of the first pay to commence on or after the date the recalculation is to be made.
- (c) For the purpose of calculating the rates in clauses 62.6(b) and (c) above, overtime payments and all allowances, loadings and penalty payments provided for under Section 2 will be excluded.
- (d) An employee covered under Section 4 may check the relevant payroll record(s), should they wish to, to ensure that the wage rate has been correctly calculated.

## Schedule A—Transitional Provisions

[Varied by [PR991598](#), [PR503732](#)]

### A.1 General

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

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

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

### A.2 Minimum wages – existing minimum wage lower

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

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

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

**A.2.2** In this clause minimum wage includes:

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

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

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

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

**First full pay period on or after**

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

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

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

**A.3 Minimum wages – existing minimum wage higher**

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

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

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

**A.3.2** In this clause minimum wage includes:

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

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

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

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

**First full pay period on or after**

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

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

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

**A.4 Loadings and penalty rates**

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

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

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

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

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

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

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

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

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

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

**First full pay period on or after**

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

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



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

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

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

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

**First full pay period on or after**

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

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

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503732](#) ppc 01Jan11]

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

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

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

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

**A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

**A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

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

[Varied by [PR991598](#), [PR506970](#), [PR538947](#), [PR540169](#)]

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

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

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

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

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

- Car cleaner/washer
- Workshop cleaner
- Car polisher—by hand
- Detailer—other
- Driveway attendant
- Office cleaner
- Parking attendant
- Process worker
- Tradesperson's assistant (see also Level 2)
- Employee not elsewhere prescribed as contained in clauses 10 and 11 in previous award

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

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

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

### Classifications contained within Level 2 R2

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

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

[B.3 varied by [PR538947](#) from 01Jan10]

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

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

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

### **Classifications contained within Level 3 R3**

- Assembler—accessories
- Assembler—body shop
- Detailer (as defined)
- Machinist (metal)—2nd class
- Operator in charge of extruder
- Operator mainly engaged examining tyres prior to repairing, retreading, recapping or lugging
- Operator repairing and/or building up and/or retreading and/or recapping used in:
  - aeroplane tyres (for re-use on aeroplanes); and
  - tyres other than as referred to above

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- Operator relugging earth mover and/or grader and/or tractor tyres by hand
- Operator engaged in moulding or curing of retreaded, rebuilt, recapped or relugged tyres in:
  - unit heaters
  - autoclaves
- Painter—brush and/or spray on mechanical chassis components
- Paint shop assistant
- Polisher/cutter using buff or wet and dry rubber
- Service receptionist—not being a tradesperson
- Steam cleaner and/or proof coater
- Storeperson—first 12 months
- Wheel aligner—not being a tradesperson but having up to six months experience
- Wheel builder and/or repairer—not being a tradesperson—first six months' experience
- Wrecker—automotive

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

[B.4 varied by [PR538947](#) from 01Jan10; corrected by [PR540169](#) from 01Jan10]

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

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

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

- works under general supervision, either individually or in a team environment;
- exercises discretion within their level of skills and training;
- understands and is responsible for quality of own work;
- possesses competent communications and written skills;
- intermediate key board skills;
- licensed and certified for lift driving;
- customer relation skills;

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- inventory and store control including: licensed operation of all appropriate materials handling equipment; use of tools and equipment within the scope (basic non-trades maintenance); computer operation at a higher level than that of a Level 3 employee;
- assists in the provision of on-the-job training in conjunction with supervisor or trainer;
- possesses sales skills appropriate to this level;
- has cash register and console operation skills; and
- where applicable computer operation at a higher level than that of a Level R3 employee.

### Classifications contained within Level 4 R4

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

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

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

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

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

### **Classifications contained within Level 5 R5**

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

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

[B.6 varied by [PR506970](#) ppc 15Feb11; [PR540169](#) ppc 01Apr11]

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

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

- assists in the provision of on-the-job training in conjunction with supervisors/trainers;
- works under limited supervision either individually or in a team environment;
- plans the work of others and solves the work planning problems;
- is responsible for the quality of their own work;
- exercises discretion within the scope of tasks performed at this level;
- possesses good communication skills;
- has keyboard skills relevant to the tasks performed at this level;
- understands and applies quality control techniques; and
- is able to inspect products and/or materials for conformity with established operational standards.

### **Classifications contained with Level I R6**

- Automotive electrician
- Automotive engine reconditioner
- Automotive parts interpreter
- Bodymaker—1st class
- Brake mechanic
- Electroplater—1st class
- Fitter and/or turner
- Instrument mechanic—automotive
- Machinist (metal)—1st class
- Motorcycle or motor scooter mechanic
- Motor mechanic



- Painter
- Panel beater
- Signwriter
- Trimmer
- Motor Vehicle and/or agricultural vehicle salesperson - more than six months experience.
- Welder
- Wheel aligner
- Wheel builder and/or repairer

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

[B.7 inserted by [PR538947](#) ppc 08Aug13]

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

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

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

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

Typical tasks include but are not limited to:

- diagnosing and evaluating multiple complex vehicle faults;
- undertaking vehicle repair and fault finding actions to a defined standard;
- understanding, interpreting and communicating technical data;

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- high level communications skills that enable effective communication across the business and externally;
- responsibility for own outputs and that of others where advice and direction is provided;
- assistance with coordinating work flows and resources allocations within a team environment;
- assistance in the mentoring of technical skills to service centre staff and apprentices; and
- providing a lead role in workforce training development.

#### **Classifications contained within Level II R7**

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

## Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions— Trades, Non-trades and Post-trades

[Varied by [PR991598](#); Schedule C—Vehicle Manufacturing Employees—Skill Level Definitions renamed as Vehicle Manufacturing Employees—Skill Level Definitions—Trades, Non-trades and Post-trades and varied by [PR992635](#) ppc 29Jan10; varied by [PR994547](#)]

### C.1 V1—Vehicle industry/production employee Level 1

**C.1.1** A Vehicle industry/production employee—Level 1 is an employee undertaking up to 38 hours' induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

**C.1.2** An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- (a) performs general labouring and cleaning duties;
- (b) exercises minimal judgment;
- (c) works under direct supervision; and
- (d) is undertaking structured training so as to enable them to work at V2 Level.

#### **Classifications at Level V1:**

- Assembler, cushion and squab including spring frame
- Dipper solder or tin
- Degreaser at liquid or vapour bath
- Electroplater—3rd class
- Garage attendant
- Greaser and/or oiler
- Grinder using fixed gear
- Heat treat attendant—first three months
- Janitor and/or convenience attendant
- Machinist (metal)—3rd class
- Packer other than as defined
- Paster trim
- Paintshop assistant
- Pickler

- Plastics developer (b) second class (2) first month's experience
- Pleat stuffer
- Press operators assistant
- Shot and/or sand blast operator
- Spring coil machinist not required to set up machine
- Washer using phenyl etc.

## **C.2 V2—Vehicle industry/production employee Level 2**

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

**C.2.2** An employee at this level performs work above and beyond the skills of an employee at Level V1 and to the level of their training:

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
- (c) understands and utilises basic statistical process control procedures.

**C.2.3** Indicative of the tasks which an employee at this level may perform are the following:

- (a) repetition work on automatic, semiautomatic or single purposes machines or equipment;
- (b) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- (c) basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
- (d) uses selected hand tools;
- (e) boiler cleaning; and
- (f) maintains simple records.

### **Classifications at Level V2:**

- Assembler when not on line
- Concrete worker
- Case maker and/or repairer
- Dogman
- Drier

- Furnace person other than on cupola
- Grinder using portable machine foundry
- Guillotine machinist
- Packer as defined in clause 3.1
- Press operator light
- Process Worker
- Sewing machinist
- Spring coiling machinist required to set up machine
- Spring maker required to set up machine
- Tradespersons assistant
- Welder—electric spot and buff
- Vyceman
- Wood machinist—2nd class

### **C.3 V3—Vehicle industry/production employee Level 3**

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

**C.3.2** An employee at this level performs work above and beyond the skills of an employee at V2 and to the level of their training.

- (a) is responsible for the quality of their own work subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment; and
- (c) exercises discretion within their level of skills and training.

**C.3.3** Indicative of the tasks which an employee at this level may perform are the following:

- (a) operates flexibly between assembly stations;
- (b) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level V2;
- (c) non-trade vehicle industry skills;
- (d) basic tracing and sketching skills;
- (e) receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are

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ordinarily sold), documenting and recording of goods, materials and components;

- (f) basic inventory control in the context of a production process;
- (g) basic keyboard skills;
- (h) advanced soldering techniques;
- (i) boiler attendant;
- (j) operation of mobile equipment including fork-lifts, hand trolleys, pallet trucks, (overhead cranes and winch operation);
- (k) ability to measure accurately;
- (l) assists one or more tradespersons; and
- (m) welding which requires the exercise of knowledge and skills above Level V2.

### **Classifications at Level V3:**

- Air hammer operator
- Assembler and/or wirer tractor and assembler etc.
- Band sawyer
- Boiler attendant or fireman
- Cold setter
- Dismantler
- Driller of body panels
- Electric machine cutter trim
- Electroplater second class
- Furnace person foundry
- Grinder other than in assembly plant
- Heat treatment attendant
- Machinist—2nd class
- Machine setter other
- Material chaser
- Moulder
- Painter on prime coats other than in assembly plant, on floors, chassis, etc.
- Painter's wet rubber

- Plastics developer—2nd class
- Polisher
- Press operator over 250 tonnes
- Slinger
- Solder other
- Spring maker by hand
- Stopper up
- Storeworker or packer

#### **C.4 V4—Vehicle industry/production employee Level 4**

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

**C.4.2** An employee at this level performs work above and beyond the skills of an employee at V3 and to the level of their training:

- (a) works from complex instructions and procedures;
- (b) assists in the provisions of on the job training to a limited degree;
- (c) co-ordinates work in a team environment or works individually under general supervision; and
- (d) is responsible for assuring the quality of their own work.

**C.4.3** Indicative of the tasks which an employee at this level may perform are the following:

- (a) uses precision measuring instruments;
- (b) machine setting, loading and operation;
- (c) rigging (certificated);
- (d) inventory and store control including;
- (e) licensed operation of all appropriate materials handling equipment including driver GVM up to eight tonnes;
- (f) use of tools and equipment within the scope (basic non-trades) maintenance;
- (g) computer operation at a level higher than that of an employee at Level V3;
- (h) intermediate keyboard skills;
- (i) basic vehicle industry and fault finding skills;

- (j) performs basic quality checks on the work of others;
- (k) licensed and certified for fork-lift, engine driving and crane driving operations to a level higher than Level V3; and
- (l) has a knowledge of the employer's operation as it relates to production process.

**Classifications at Level V4:**

- Annealer and/or case hardener
- Assembler and/or wirer chassis
- Assembler of bodies or parts when on line
- Body maker—2nd class
- Boiler attendant
- Crane driver
- Dent knocker
- Die setter press
- Fork-lift driver, mobile crane driver and driver of motor vehicle up to eight tonnes.
- Grinder using portable machine assembly plant
- High stack operator
- Metal finisher
- Painter on prime coats vehicle assembly plants
- Rigger
- Solderer on the line
- Spotter and/or toucher up
- Squab or cushion maker
- Trimmer sectional
- Welder other than trade using oxy, etc.

**C.5 V5—Vehicle industry tradesperson—Level 1 & Production systems employee—Level 5**

**C.5.1 Vehicle industry tradesperson—Level 1**

- (a) A Vehicle industry tradesperson—Level 1 is an employee who holds a trade certificate or tradesperson's rights certificate in one of the electrical/electronic, mechanical or fabrication vehicle industry streams and is able to exercise the skills and knowledge of that trade.



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- (b) An Vehicle industry tradesperson—Level 1 works above and beyond an employee at V4 and to the level of their training:
  - (i) understands and applies quality control techniques;
  - (ii) exercises good interpersonal, communications skills;
  - (iii) exercises keyboard skills higher than Level V4;
  - (iv) exercises discretion within the scope of this grade;
  - (v) performs work under limited supervision either individually or in a team environment;
  - (vi) operates all lifting equipment incidental to their work;
  - (vii) perform non-trade tasks incidental to their work; and
  - (viii) performs work which, while primarily involving the skills of the employees trade, is incidental or peripheral to the primary tasks and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

### C.5.2 Vehicle industry production system employee—Level 5

- (a) A Vehicle industry production systems employee—Level 5 is an employee who, while still being primarily engaged in vehicle industry/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise.
- (b) A Vehicle industry production systems employee—Level 5 works above and beyond an employee at V4 and to the level of their training:
  - (i) understand and applies quality control techniques;
  - (ii) exercises good interpersonal communications skills;
  - (iii) exercises discretion within the scope of this grade;
  - (iv) exercises keyboard skills at a level higher than V4; and
  - (v) performs work under general supervision either individually or in a team environment.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
  - (i) approves and passes first off samples and maintains quality of product;
  - (ii) works from production drawings, prints and plans;
  - (iii) operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
  - (iv) can perform a range of vehicle industry maintenance functions including;

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- (v) removing equipment fastenings including use of destructive cutting equipment;
- (vi) lubrication of production equipment;
- (vii) running adjustments to production equipment;
- (viii) operates all lifting equipment;
- (ix) basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- (x) understands and applies computer techniques as they relate to production process operations;
- (xi) first class engine drivers' certificate;
- (xii) high level stores and inventory responsibility beyond the requirements of an employee at Level V4;
- (xiii) assists in the provision of on-the-job training in conjunction with tradespersons and trainers; and
- (xiv) has a good knowledge of the employers operations as it relates to the production process.

### Classifications at Level V5:

- Automotive electrician
- Bodymaker—1st class
- Boilermaker
- Cabinet maker
- Carpenter
- Die setter when working on try outs
- Electrical fitter
- Electrician—special class
- Electroplater—1st class
- Fitter and turner
- Heat treater
- Jigmaker
- Machinist—1st class
- Motor mechanic

- Motor tuner and tester
- Motor body developer
- Painter
- Patternmaker
- Plastics developer first class
- Plumber
- Refrigerator mechanic
- Signwriter
- Smith tradesperson
- Spring maker
- Tradesperson marker off
- Trouble chaser
- Trimmer
- Welder
- Wood machinist—1st class

## **C.6 V6—Vehicle industry tradesperson—Level II & Vehicle industry/technician—Level I**

### **C.6.1 Vehicle industry tradesperson—Level II**

- (a) A Vehicle industry tradesperson—Level II is a tradesperson who has completed the following training requirements:
- (i) three appropriate modules in addition to the training requirements of the Level V5;
  - (ii) three appropriate modules towards a National Diploma;
  - (iii) three appropriate modules towards a National Advanced Diploma;
  - (iv) equivalent; or
  - (v) a nominal 120 hours training towards the above qualification.
- (b) A Vehicle industry tradesperson—Level II works above and beyond a tradesperson at Level V5 and to the level of their skills and competence and training performs work within the scope of the level:
- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
  - (ii) exercises discretion within the scope of this grade;

- (iii) works under general supervision either individually or in a team environment;
- (iv) understands and implements quality control techniques;
- (v) provides trades guidance and assistance as part of a work team; and
- (vi) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Vehicle industry tradesperson Level I.

**C.6.2 Vehicle industry/technician—Level I**

- (a) An employee who has the equivalent level of training of a Level V6 tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Technician—Level I are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
- (b) At this level the employee is engaged on routine tasks in the technical fields.

**C.7 V7—Vehicle industry tradesperson—Level III & Vehicle industry/technician Level II**

**C.7.1 Vehicle industry tradesperson Level III—special class**

- (a) A Vehicle industry tradesperson—Level III means a special class engineering tradesperson or higher engineering tradesperson who has completed the following training requirement:
  - (i) six appropriate modules in addition to the training requirements of the Level V5;
  - (ii) six appropriate modules towards a National Diploma;
  - (iii) six appropriate modules towards a National Advanced Diploma;
  - (iv) a higher engineering tradesperson apprenticeship;
  - (v) equivalent; or
  - (vi) a nominal 240 hours training towards the above qualification.
- (b) A Vehicle industry tradesperson—Level III works above and beyond a tradesperson at Level V6 and to the level of their skills, competence and training performs work within the scope of the level:
  - (i) is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
  - (ii) provides trade guidance and assistance as part of a work team;
  - (iii) assists in the provision of training, in conjunction with supervisors and trainers;
  - (iv) understands and implements quality control techniques; and

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- (v) works under limited supervision either individually or in a team environment.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
  - (i) exercises high precision trade skills, using various materials and/or specialised techniques;
  - (ii) performs operations on a Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) terminal in the performance of routine modifications to Numeric Control/Computer Numeric Control (NC/CNC) programs; and
  - (iii) high voltage switching.
- (d) **Vehicle industry technician—Level II**
  - (i) Vehicle industry technician—Level II means an employee who has equivalent level of training to a V7 tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Technician Level II are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
  - (ii) At this level the employee is required to exercise judgment and skill in excess of that required at V6 under the supervision of technical or professional staff.

## **C.8 V8—Vehicle industry tradesperson—Level IV & Vehicle industry technician—Level III**

### **C.8.1 Vehicle industry tradesperson Level IV—special class**

- (a) A Vehicle industry tradesperson Level IV means a special class tradesperson who has completed the following training requirement:
  - (i) three appropriate modules in addition to the requirements of the Level V7;
  - (ii) nine appropriate modules towards a National Diploma;
  - (iii) nine appropriate modules towards a National Advanced Diploma;
  - (iv) an AQF Level 4 National Certificate;
  - (v) equivalent; or
  - (vi) a nominal 360 hours training towards the above qualification.
- (b) A Vehicle industry tradesperson Level IV—special class works above and beyond an employee at Level V7 and to the level of their skills, competence and training performs work within the scope of the level:

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- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
  - (ii) is able to provide trade guidance and assistance as part of a work team;
  - (iii) assists in the provision of training in conjunction with supervisors and trainers;
  - (iv) understands and implements quality control techniques; and
  - (v) works under limited supervision either individually or in a team environment.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
- (i) works in machines or equipment which utilise complex electric/electronic circuitry;
  - (ii) and/or hydraulic/pneumatic controls or a combination thereof;
  - (iii) works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles;
  - (iv) applies advanced computer numerical control techniques in machining, cutting, welding or fabrication;
  - (v) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
  - (vi) works on complex or intricate interconnected electrical circuits; and
  - (vii) works on complex radio/communication equipment.
- (d) **Vehicle industry technician—Level III**
- (i) Vehicle industry technician—Level III means an employee who has equivalent level of training to a Level V8 Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Vehicle industry technician—Level III are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
  - (ii) At this level the employee is engaged in detailed drafting and/or planning or technical duties requiring judgment and skill in excess of a technician at Level V7 under the supervision of technical staff or professional staff.

### **C.9 V9—Vehicle industry tradesperson—Level V & Vehicle industry technician—Level IV**

#### **C.9.1 Vehicle industry tradesperson—Level V**

- (a) A Vehicle industry tradesperson—Level V who has completed the following training requirement:

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- (i) 12 modules of a National Diploma;
  - (ii) 12 modules of a National Advanced Diploma; or
  - (iii) equivalent.
- (b) A Vehicle industry tradesperson—Level V works above and beyond a Tradesperson at Level V8 and to the level of their skills, competence and training performs work within the scope of the level:
- (i) undertakes quality control and work organisation at a level higher than Level V8;
  - (ii) provides trade guidance and assistance as part of a work team;
  - (iii) assists in the provision of training to employees in conjunction with supervisors/trainers;
  - (iv) works under limited supervision either individually or in a team environment;
  - (v) prepares reports of a technical nature on specific tasks or assignments as directed;
  - (vi) exercises broad discretion within the scope of this level;
  - (vii) operates lifting equipment incidental to their work; and
  - (viii) performs non-trade tasks incidental to their work.
- (c) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:
- (i) working on combinations of machines or equipment which utilise complex electrical, electronic, mechanical or fluid power principles;
  - (ii) working on instruments which make up a complex control system which utilises some combination of electrical, or electronic, mechanical or fluid power principles and electronic circuitry containing complex digital and/or analogue control systems utilising integrated circuitry;
  - (iii) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for V8;
  - (iv) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
  - (v) a Vehicle industry tradesperson—Level V works above and beyond a tradesperson at Level V8 and the level of their skills, competencies and training performs work with the scope of this level;
  - (vi) provides technical guidance or advice within the scope of this level;

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- (vii) prepares reports of a technical nature on specific tasks or assignments within the employees skills and competencies;
  - (viii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
  - (ix) assists in the provision of on-the-job training in conjunction with supervisors and trainers;
  - (x) operates lifting equipment incidental to their work; and
  - (xi) performs non-trade tasks incidental to their work.
- (d) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:
- (i) through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
  - (ii) set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a Vehicle industry tradesperson—Level IV;
  - (iii) works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry; and
  - (iv) works on complex electronics, instruments, communications equipment or control systems which utilise electronic principles and electronics circuitry containing complex analogue and/or digital control systems using integrated circuitry.
- (e) **Vehicle industry technician—Level IV**
- (i) Vehicle industry technician—Level IV means an employee who has the level of training of a V9 Vehicle industry tradesperson—Level V or equivalent so as to enable the employee to apply skills within the scope of this level.
  - (ii) The skills exercised by the Vehicle industry technician—Level IV are in the technical fields as defined by this award including drafting, planning or technical tasks requiring technical knowledge.
  - (iii) At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgment and skill in excess of that required of a technician at V8 under the supervision of technical and/or professional staff.



**C.10 V10—Vehicle industry tradesperson—Level VI & Vehicle industry technician Level V**

**C.10.1 Vehicle industry tradesperson—Level VI**

(a) A Vehicle industry tradesperson—Level VI means a tradesperson who has completed:

- (i) a National Diploma;
- (ii) 15 modules or 2nd year part-time of an Advanced Diploma; or
- (iii) equivalent.

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

(i) A Vehicle industry technician—Level V means an employee who has the level of training and skills of a V10 Vehicle industry tradesperson—Level VI or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Vehicle industry technician—Level V are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

(ii) At this level the employee is required to exercise judgment and skill in excess of that required at Level V9.

**C.11 V11—Vehicle industry engineering associate—Level I**

**C.11.1** A Vehicle industry engineering associate—Level I means an employee who works above and beyond a technician at Level V10 and has successfully completed third year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:

- (a) making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance or equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (b) planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work, study, industrial engineering and/or materials handling process.

**C.12 V12—Vehicle industry engineering associate—Level II**

**C.12.1** A Vehicle industry engineering associate—Level II means an employee who works above and beyond a Vehicle engineering associate—Level I and has successfully completed an Advanced Diploma or equivalent and is engaged in:

- (a) performing drafting, planning or technical duties which require the exercise of judgment and skill in excess of that required by a Vehicle engineering associate—Level I; or
- (b) possesses the skills of a Vehicle engineering associate—Level I in a technical field and exercises additional skills in a different technical field as defined.

### **C.13 V13—Vehicle industry leading technical officer & Principal engineering trainer/supervisor/co-ordinator**

[C.14 renumbered as C.13.1 by [PR994547](#) from 01Jan10]

**C.13.1** A Vehicle industry leading technical officer means an employee who works above and beyond an Vehicle industry engineering associate—Level II at Level V12 and has successfully completed seven modules in addition to the Advanced Diploma or equivalent. An employee at Level V13 is able to perform or co-ordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgment and/or skill in excess of that required of a Vehicle industry engineering associate—Level II.

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

(i) A Vehicle industry principal trainer/supervisor/co-ordinator means a trainer/supervisor/co-ordinator who has completed an Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged in this level:

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

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

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

### **C.14 V14—Vehicle industry principal technical officer**

[C.15 and C.15.1 renumbered as C.14 and C.14.1 by [PR994547](#) from 01Jan10]

**C.14.1** A Vehicle industry principal technical officer works above and beyond an employee at the V13 level and who has successfully completed 15 modules of accredited training in addition to an Advanced Diploma or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

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- (a) performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgment;
- (b) looks after and is responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation;
- (c) is responsible for the co-ordination of general and specialist employees engaged on projects requiring complex and specialised knowledge;
- (d) plans and implements those programs necessary to achieve the objectives of a particular project;
- (e) in the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation; and
- (f) operates within broad statements of objectives without requiring detailed instructions;

OR

- (g) performs work at the above level of skill in a particular technical field;
- (h) has as the overriding feature of their employment the ability to perform creative, original work of a highly complex and sophisticated nature; and
- (i) provides specialised technical guidance to other employees performing work within the same technical field.

### **C.14.2 Vehicle industry trainer/supervisor/co-ordinator—Level I**

[C.15.2 renumbered as C.14.2 by [PR994547](#) from 01Jan10]

A trainer/supervisor/co-ordinator—Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed nine modules in supervision and/or training.

### **C.14.3 Vehicle industry trainer/supervisor/co-ordinator—Level II**

[C.15.3 renumbered as C.14.3 by [PR994547](#) from 01Jan10]

A trainer/supervisor/co-ordinator—Level II is an employee who is responsible for supervision and/or training of trainer/supervisor/co-ordinator—Level I. Such an employee has completed 15 modules appropriate to supervision and/or training.

## **C.15 Driver classifications**

[C.16 renumbered as C.15 by [PR994547](#) from 01Jan10]

### **C.15.1 Vehicle industry driver—Level I—D1**

[C.16.1(a) varied by [PR992635](#) ppc 29Jan10]

[C.16.1 renumbered as C.15.1 by [PR994547](#) from 01Jan10]

- (a) Vehicle industry driver—Level I means an employee who is a driver Gross Vehicle Mass (GVM) 8 to 11 tonnes.

- (b) Existing classification—motor vehicle driver 8 to 11 tonnes.

**C.15.2 Vehicle industry driver—Level II—D2**

[C.16.2(a) varied by [PR992635](#) ppc 29Jan10]

[C.16.2 renumbered as C.15.2 by [PR994547](#) from 01Jan10]

- (a) Vehicle industry driver—Level II means an employee who is a driver GVM 12 tonnes or greater.
- (b) Existing classification—motor vehicle driver 11 tonnes and above.

**C.15.3 Vehicle Industry Driver—Level III—D3**

[C.16.3 renumbered as C.15.3 by [PR994547](#) from 01Jan10]

- (a) Vehicle industry driver—Level III means an employee who is a driver of articulated vehicles up to 25 tonnes.
- (b) Existing classification—driver articulated vehicle 9 tonnes and over.

**C.15.4 Vehicle Industry Driver—Level IV—D4**

[C.16.4 renumbered as C.15.4 by [PR994547](#) from 01Jan10]

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

## Schedule D—Supported Wage System

[Varied by [PR991598](#), [PR994547](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542209](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

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

[D.2 varied by [PR568050](#) ppc 01Jul15]

**D.2** In this schedule:

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

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

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

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

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

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

### **D.3 Eligibility criteria**

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

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

## **D.4 Supported wage rates**

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

<b>Assessed capacity (clause D.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[D.4.2 varied by [PR994547](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

## **D.5 Assessment of capacity**

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

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

## **D.6 Lodgement of SWS wage assessment agreement**

[D.6.1 varied by [PR542209](#) ppc 04Dec13]

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

[D.6.2 varied by [PR542209](#) ppc 04Dec13]

**D.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **D.7 Review of assessment**

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

## **D.8 Other terms and conditions of employment**

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

## **D.9 Workplace adjustment**

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

## **D.10 Trial period**

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

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

[D.10.3 varied by [PR994547](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

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

## Schedule E—National Training Wage

[Varied by [PR991598](#), [PR994547](#), [PR997994](#), [PR509120](#), [PR522951](#), [PR536754](#), [PR545787](#), [PR551677](#), [PR566768](#), [PR579874](#); deleted by [PR593864](#) ppc 01Jul17]



## Schedule F—School-based Apprentices

[Varied by [PR991598](#), [PR994547](#), [PR544664](#)]

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of clause F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[F.8 substituted by [PR544664](#) ppc 01Jan14]

- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

[F.9 substituted by [PR544664](#) ppc 01Jan14]

- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[F.10 substituted by [PR544664](#) ppc 01Jan14]

- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

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[F.11 inserted by [PR994547](#) from 01Jan10]

**F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule G—Part-day Public Holidays

[Sched G inserted by [PR532628](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712283](#), [PR715089](#)]

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

[G.1 varied by [PR715089](#) ppc 18Nov19]

**G.1** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm 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.

[G.1(b) varied by [PR715089](#) ppc 18Nov19]

- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday 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.

[G.1(c) substituted by [PR715089](#) ppc 18Nov19]

- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[G.1(d) varied by [PR715089](#) ppc 18Nov19]

- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, 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.

[G.1(e) varied by [PR715089](#) ppc 18Nov19]

- (e) Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[G.1(f) varied by [PR715089](#) ppc 18Nov19]

- (f) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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- (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

[G.2 inserted by [PR712283](#) ppc 04Oct19]

- G.2** 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.

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

## Schedule H—Agreement to Take Annual Leave in Advance

[Sched H inserted by [PR583095](#) ppc 29Jul16]

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 I—Agreement to Cash Out Annual Leave

[Sched I inserted by [PR583095](#) ppc 29Jul16]

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 J

[Sched J inserted by [PR719205](#) ppc11May20]

### J.1 Award flexibility during the COVID-19 Pandemic

- (a) The provisions of Schedule J are aimed at preserving the ongoing viability of businesses and preserving jobs during the COVID-19 pandemic and not to set any precedent in relation to award entitlements after its expiry date.
- (b) Schedule J operates from 11 May 2020 until 30 June 2020. The period of operation can be extended on application to the Fair Work Commission.
- (c) A direction under this Schedule ceases to have effect when it is withdrawn, revoked or replaced by the employer, or on 30 June 2020, whichever is earlier.
- (d) Schedule J does not apply to any employee employed:
  - (i) by an employer that qualifies for the JobKeeper Scheme if the employee is an ‘eligible employee’ as defined in s.9 of the *Coronavirus Economic Response Package (Payments and Benefits) Rules 2020*; or
  - (ii) under Sections 2, 3 or 4 of this Award (Vehicle Manufacturing Employees, Drafting, Planning and Technical Employees and Supervisory Employees).
- (e) Any direction or request given by an employer under this Schedule must be given in writing and does not apply to the employee if the direction is unreasonable in all of the circumstances.
- (f) Any dispute regarding the operation of Schedule J may be referred to the Fair Work Commission in accordance with clause 9—Dispute resolution.
- (g) Any direction given by an employer under this Schedule is not valid unless the employee is advised in writing that the employer consents to a dispute arising from the direction being settled by the Fair Work Commission through arbitration in accordance with clause 9.5—Dispute resolution and section 739(4) of the [Act](#).

### J.2.1 Classifications and duties RS&R employees

- (a) As directed by their employer, where necessary employees will perform any duties that are within their skill and competency regardless of their classification under clause 33—Classification and minimum weekly wages and Schedule B—Vehicle Industry RS&R—Skill Level Definitions, provided that the duties are safe, reasonably within the scope of the employer’s operations, and the employee is licensed and qualified to perform them.
- (b) Clause 33.6—Higher duties will apply to employees engaged on duties carrying a higher rate than their ordinary classification.
- (c) An employer must not reduce an employee’s pay if the employee is directed to perform duties in accordance with clause J.2.1.

- (d) An employee given a directive under this clause will revert to their duties prior to the commencement of Schedule J once the directive ceases to have effect in accordance with clause J.1(c), unless otherwise agreed between the employer and employee.

#### **J.2.2 Temporary reduction of hours of work—full-time and part-time employees**

- (a) An employer may only implement a temporary reduction in hours of work under this clause if the employee cannot be usefully employed for their normal days or hours as a consequence of business changes attributable to the COVID-19 pandemic or government initiatives to slow the spread of the virus.
- (b) Subject to clauses J.2.2(a), (d), (e) and (g), and despite clause 11—Full-time employment, an employer may direct a full-time employee to work an average of between 22.8 and 38 ordinary hours per week. The employee will be paid on a pro-rata basis. The arrangements for working ordinary hours in clauses 37 and 44.1 (which pertain to ordinary hours of work) will apply on a pro-rata basis.
- (c) Subject to clauses J.2.2(a), (f) and (g), and despite clauses 12.3, 12.4, 12.5 and 42.2 (which pertain to part-time employment), an employer may direct a part-time employee to work an average of between 75% and 100% of their agreed hours per week, or an average of between 75% and 100% of their agreed hours per week over the roster cycle.
- (d) Subject to clause J.2.2(e), a full-time employee at Level 1-5 may not have their hours reduced pursuant to clause J.2.2(b) where the amount payable under the reduced hours falls below \$1,115.70 a fortnight (not including any tool, meal or leading hand allowances paid under Part 4—Allowances and Related Matters), as a consequence of the reduction.
- (e) A full-time Vehicle Industry Tradesperson at Level 1 or 2 may not have their hours reduced pursuant to clause J.2.2(b) where the amount payable under the reduced hours falls below \$1,500.00 a fortnight (not including any tool, meal or leading hand allowances paid under Part 4—Allowances and Related Matters), as a consequence of the reduction.
- (f) A part-time employee who prior to the commencement of this schedule had an agreed pattern of hours under clause 12 that would have entitled the employee to earn over \$836.78 a fortnight in respect of those hours, may not have their ordinary hours reduced pursuant to clause J.2.2(c) to a point that would cause them to receive less than \$836.78 a fortnight (not including any tool, meal or leading hand allowances paid under Part 4—Allowances and Related Matters), as a consequence of the reduction.
- (g) Prior to any employer issuing any direction under clauses J.2.2(b) or (c) an employer must:
  - (i) consult with the affected employee/s in accordance with clause 8A—Consultation about changes to rosters or hours of work and provide as much notice as practicable; and



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- (ii) if the affected employee/s are members of a union, notify the relevant union of its intention to implement these arrangements.
- (h) Where the amount paid to an employee under this clause is less than the normal weekly pay an employee received prior to a directed reduction in hours under this clause, the employee can have their weekly pay increased, by agreement with the employer, to the normal weekly pay they received prior to a directed reduction in hours by access to accrued paid annual leave or any other form of accrued paid leave (other than personal/carer's leave where the employee is not entitled to take this leave).
- (i) An employee given a direction under clauses J.2.2(b) or (c) will continue to accrue annual leave and personal leave, and any other applicable accruals under this award, based on each full-time or part-time employee's ordinary hours of work prior to the commencement of Schedule J.
- (j) Nothing in Schedule J prevents an employer and an individual employee agreeing in writing (including by electronic means) to reduce the employee's hours or to move the employee temporarily from full-time to part-time hours of work, with a commensurate reduction in the minimum weekly wage.
- (k) If an employee given a direction under clauses J.2.2(b) or (c) takes a period of paid annual leave or personal leave, the payment for that leave will be based on the full-time or part-time employee's ordinary hours of work prior to the commencement of Schedule J.
- (l) If an employee who has been given a direction under clauses J.2.2(b) or (c) is made redundant while working reduced hours, any applicable redundancy payment will be calculated based on each full-time or part-time employee's ordinary hours of work prior to the commencement of Schedule J.
- (m) An employee given a directive under this clause will revert to their ordinary hours of work prior to the commencement of Schedule J once the directive ceases to have effect in accordance with clause J.1.(c).

### J.2.3 Annual leave

- (a) Subject to clause J.2.3(f) and despite clauses 29.4, 29.5 and 29.6 (Annual leave), an employer may, subject to considering an employee's personal circumstances, request an employee to take paid annual leave, provided that the request does not result in the employee retaining a balance of less than 2 weeks annual leave after the leave is taken. Such a request must be made a minimum of 72 hours before the date on which the annual leave is to commence.
- (b) An employee must consider and may not unreasonably refuse a request to take annual leave made pursuant to clause J.2.3.
- (c) Clauses J.2.3(a) and (b) do not prevent an employer and an employee agreeing to the employee taking annual leave at any time.
- (d) Employers and individual employees may agree to take up to twice as much annual leave at a proportionately reduced rate for all or part of any agreed or directed period away from work, including any close-down.

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- (e) The period of annual leave must commence before 30 June 2020 but may end after this date.
- (f) An employer can only request that an employee take annual leave pursuant to this clause if the request is made for reasons attributable to the COVID-19 pandemic or Government initiatives to slow the transmission of COVID-19 and to assist the employer to avoid or minimise the loss of employment.

### J.2.4 Close-down

- (a) Clause J.2.4 applies only if the employer has decided to close down for reasons attributable to the COVID-19 pandemic or Government initiatives to slow the transmission of the coronavirus.
- (b) Subject to clauses J.2.4(a) and (c) and instead of clause 29.12 (Annual leave), an employer may:
  - (i) require an employee to take paid annual leave as part of a close-down of its operations, or part of its operations, by giving at least one week's notice, or any shorter period of notice that may be agreed; and
  - (ii) where an employee has not accrued sufficient paid leave to cover part or all of the close-down, the employee is to be allowed paid annual leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down.
- (c) Clause J.2.4(b) does not permit an employer to require an employee to take leave for a period beyond the period of operation of Schedule J.
- (d) Where an employee is placed on unpaid leave pursuant to clause J.2.4(b), the period of unpaid leave will count as service for the purposes of relevant award and [NES](#) entitlements.

### J.2.5 Secondary jobs/training

- (a) If an employee is directed to take unpaid leave under clause J.2.4 or work temporary reduced hours under clause J.2.2 and the employee makes a request to engage in:
  - (i) reasonable secondary employment;
  - (i) training; or
  - (ii) professional development;the employer must consider and not unreasonably refuse the request.

## Schedule X—Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR718141](#) ppc 08Apr20]

**X.1** Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.

**X.2** During the operation of Schedule X, the following provisions apply:

### **X.2.1 Unpaid pandemic leave**

- (a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
- (d) A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
- (e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

### **X.2.2 Annual leave at half pay**

- (a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
- (c) A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

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- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.