

Rail Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 8 April 2020 ([PR718141](#)).

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

Schedule X—Additional Measures During the COVID-19 Pandemic

Current review matter(s): [AM2014/47](#); [AM2014/87](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/15](#); [AM2016/17](#); [AM2016/8](#)

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Part 1—Application and Operation

1. Title

This award is the *Rail Industry Award 2010*.

2. Commencement and transitional

[Varied by [PR988360](#), [PR542135](#)]

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.

[2.4 varied by [PR542135](#) 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 [PR542135](#) 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 [PR542135](#) 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 [PR994538](#), [PR997772](#), [PR503617](#), [PR544285](#), [PR545981](#); [PR598504](#)]

3.1 Unless the context otherwise requires, in this award:

[Definition of **Act** substituted by [PR994538](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544285](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

afternoon shift means a shift that commences before 6.00 pm and concludes after 6.30 pm

[Definition of **agreement-based transitional instrument** inserted by [PR994538](#) from 01Jan10]

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

[Definition of **award-based transitional instrument** inserted by [PR994538](#) from 01Jan10]

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

base rate of pay is as defined in the NES

[Definition of **Commission** deleted by [PR994538](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR545981](#) 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 [PR545981](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503617](#) 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 [PR503617](#) 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)

early morning shift means a shift that commences at or between 4.00 am and 5.30 am

[Definition of **employee** substituted by [PR994538](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

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[Definition of **employer** substituted by [PR994538](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994538](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994538](#) from 01Jan10]

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

[Definition of **NAPSA** deleted by [PR994538](#) from 01Jan10]

[Definition of **NES** substituted by [PR994538](#) from 01Jan10]

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

night shift means a shift that commences at or between 6.00 pm and 3.59 am

[Definition of **on-hire** inserted by [PR994538](#) 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

[Definition of **permanent night shift** inserted by [PR598504](#) from 01Jan18]

permanent night shift means where an employee:

- (i) during a period of engagement on shiftwork, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle.

[Definition of **permanent night shiftworker** inserted by [PR598504](#) from 01Jan18]

permanent night shiftworker means an employee who regularly performs permanent night shift work.

private siding means a siding that is managed, owned or controlled by a person, other than a person who manages the rail infrastructure with which the siding connects or to which it has access, but does not include the following:

- (b) a marshalling yard;
- (c) a crossing loop;
- (d) a passenger terminal; or
- (e) a freight terminal

rail infrastructure means the facilities that are necessary to enable a railway to operate safely and includes, but is not limited to:

- (a) railway tracks and associated track structures;

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- (b) service roads, signalling systems, communications systems, rolling stock control systems and data management systems;
- (c) notices and signs;
- (d) electrical power supply and electric traction systems;
- (e) associated buildings, workshops, depots and yards; and
- (f) plant, machinery and equipment;

but does not include rolling stock

Rail Infrastructure Manager means the person who has effective management and control of rail infrastructure, whether or not the person:

- (a) owns the rail infrastructure; or
- (b) has a statutory or contractual right to use the rail infrastructure or to control, or provide access to it

Rail Transport Operator means a Rail Infrastructure Manager and/or Rolling Stock Manager

Rolling Stock Manager means a person who has effective management and control of the operation or movement of rolling stock on rail infrastructure for a particular railway

shiftwork means work performed by shiftworkers

shiftworker means an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays

standard rate per hour means the minimum weekly wage for a Level 4 technical and civil infrastructure employee in clause 14.1 divided by 38

standard rate means the minimum weekly wage for a Level 4 technical and civil infrastructure employee in clause 14.1

[Definition of **transitional minimum wage instrument** inserted by [PR994538](#) from 01Jan10]

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

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

4. Coverage

[Varied by [PR994538](#)]

- 4.1** This industry award covers employers throughout Australia who are Rail Transport Operators and their employees in the classifications listed in clause 14.1 to the exclusion of any other modern award.

- 4.2** This award does not cover employers and employees:

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- (a) predominantly engaged in operations, which may include the transport of freight and/or passengers, on private sidings that do not form part of a main freight or passenger line;
- (b) engaged in the construction, maintenance or operation of a railway on a sugar mill rail network or sugar mill private siding which do not form part of a main freight or passenger line;
- (c) engaged solely in the transportation, handling and loading of metals, minerals, ores or substances using the plant or infrastructure (including rail and/or ports) of the mine operator or a related company;
- (d) engaged in operations on a mining lease or tenement which do not form part of a main freight or passenger line;
- (e) engaged in the design, construction, fabrication or maintenance of rail infrastructure or rolling stock, except where such activities are conducted by a Rail Transport Operator;
- (f) engaged in the provision of light rail, monorail or tram services;
- (g) engaged principally in the provision of tourist and/or heritage rail services;
- (h) engaged in the provision of amusement park or related operations;
- (i) engaged in the provision of road transport where the transport is not operated by a Rail Transport Operator;
- (j) engaged in the provision of ship or other transport; or
- (k) engaged in the operation of freight terminals, where the terminal is not operated by a Rail Transport Operator.

[4.3 substituted by [PR994538](#) from 01Jan10]

4.3 This award does not cover:

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

[New 4.4 and 4.5 inserted by [PR994538](#) 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.

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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 [PR994538](#) from 01Jan10]

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

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

5. 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 [PR994538](#), [PR542135](#); 7—Award flexibility renamed and substituted by [PR610173](#) 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:

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- (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 [PR610173](#) 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 [PR610173](#) 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 [PR994538](#), [PR542135](#); substituted by [PR610173](#) 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

[Varied by [PR598504](#), [PR700605](#), [PR700678](#)]

An employee may be engaged on a full-time, part-time or casual basis.

10.1 Full-time employment

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

10.2 Part-time employment

- (a) A part-time employee is an employee who:
- (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 14—Classifications and minimum wage rates.
- (c) Before commencing part-time employment the employee and employer must agree upon the number of hours to be worked each day, the days of the week the employee will work and the starting and finishing times each day.
- (d) All time worked in excess of the agreed hours will be paid at the appropriate overtime rate.

10.3 Casual employment

[10.3 substituted by [PR598504](#) ppc01Jan18]

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) A casual employee's ordinary hours of work are the lesser of 38 hours per week or the hours required to be worked by the employer.
- (c) **Casual loading**

For each ordinary hour worked, a casual employee must be paid:

- (i) the ordinary hourly rate; and
- (ii) a loading of 25% of the ordinary hourly rate.

- (d) **Casual penalty rates**

- (i) A casual employee will be paid **175%** of the ordinary hourly rate for the first three hours, and **225%** of the ordinary hourly rate thereafter, for any overtime hours on a Monday to Friday.
 - (ii) A casual employee will be paid **175%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a Saturday.
 - (iii) A casual employee will be paid **225%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a Sunday.
- (e) A casual employee will be paid **275%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a public holiday prescribed in s.115 of the Fair Work Act.
 - (f) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.

[10.3(g) inserted by [PR700678](#) ppc 01Oct18]

- (g) 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.

10.4 Right to request casual conversion

[10.4 inserted by [PR700605](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

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- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

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- (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2(c).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

11. Probationary period

- 11.1** An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which is to be either:
- (a) three months or less; or
 - (b) more than three months and is reasonable, having regard to the nature and circumstances of the employment.
- 11.2** A probationary employee is for all purposes of the award a full-time or part-time employee.
- 11.3** Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in this award.

12. Termination of employment

[12 substituted by [PR610173](#) ppc 01Nov18]

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

12.1 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

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

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

- (c) In 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.

12.2 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.

- 12.3 The time off under clause 12.2 is to be taken at times that are convenient to the employee after consultation with the employer.

13. Redundancy

[Varied by [PR994538](#), [PR503617](#), [PR561478](#); substituted by [PR707022](#) ppc 03May19]

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

13.1 Transfer to lower paid duties on redundancy

- (a) Clause 13.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in 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.

13.2 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 13 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.

13.3 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 12.2 and 12.3.

Part 4—Minimum Wages and Related Matters

14. Classifications and minimum wage rates

[Varied by [PR994538](#), [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR544285](#), [PR551603](#), [PR559297](#), [PR566683](#), [PR579775](#), [PR592110](#), [PR593811](#), [PR606339](#), [PR707425](#)]

14.1 Adult employees

- (a) The classification definitions of employees are set out in Schedule A—Classification Definitions.

[14.1(b) varied by [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR551603](#), [PR566683](#), [PR579775](#), [PR592110](#), [PR606339](#), [PR707425](#) ppc 01Jul19]

- (b) A full-time adult employee must be paid a minimum weekly rate as set out below:

Clerical, Administration and Professional (C.A.P.)		Minimum Weekly Rate	Annual Salary Equivalent
		\$	\$
Level 1	Rail Worker (C.A.P.)	780.90	40,737
Level 2	Rail Worker (C.A.P.)	846.00	44,133
Level 3	Rail Worker (C.A.P.)	878.50	45,828
Level 4	Rail Worker (C.A.P.)	917.40	47,858
Level 5	Rail Worker (C.A.P.)	995.50	51,932
Level 6	Rail Worker (C.A.P.)	1067.00	55,662
Level 7	Rail Worker (C.A.P.)	1132.00	59,053
Level 8	Rail Worker (C.A.P.)	1274.90	66,507
Level 9	Rail Worker (C.A.P.)	1528.40	79,732

Operations (Op)		Minimum Weekly Rate	Annual Salary Equivalent
		\$	\$
Level 1	Rail Worker (Op)	740.80	38,645
Level 2	Rail Worker (Op)	787.60	41,086
Level 3	Rail Worker (Op)	872.10	45,495
Level 4	Rail Worker (Op)	956.70	49,908
Level 5	Rail Worker (Op)	1047.60	54,650
Level 6	Rail Worker (Op)	1119.80	58,416

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Technical and Civil Infrastructure (T.C.I.)		Minimum Weekly Rate
		\$
Level 1	Rail Worker (T.C.I.)	761.70
Level 2	Rail Worker (T.C.I.)	791.20
Level 3	Rail Worker (T.C.I.)	818.40
Level 4	Rail Worker (T.C.I.)	862.50
Level 5	Rail Worker (T.C.I.)	900.80
Level 6	Rail Worker (T.C.I.)	940.90
Level 7	Rail Worker (T.C.I.)	1015.10

14.2 Junior employees

Where the law permits junior employees to perform work in the rail industry, the junior employee will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below:

Age	% of adult rate
16 years or less	75
At 17 years	85
At 18 years	100

14.3 Apprentices and trainees

[14.3 varied by [PR994538](#); substituted by [PR544285](#) ppc 01Jan14]

[14.3(a) varied by [PR559297](#) ppc 01Jan15; substituted by [PR593811](#) ppc 01Jul17]

- (a) The terms of this award apply to apprentices and trainees, subject to the provisions of an applicable contract of apprenticeship or training agreement operating under federal, State or Territory apprenticeship or training legislation.

[14.3(b) substituted by [PR593811](#) ppc 01Jul17]

(b) National training wage

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

[14.3(b)(ii) varied by [PR606339](#), [PR707425](#) ppc 01Jul19]

- (ii) 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 *Rail Industry Award 2010* and not the *Miscellaneous Award 2010*.

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- (c) Apprentices who commenced before 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage for their classification as set out in the table below:

Year of apprentice	% of adult rate
1st year	45
2nd year	55
3rd year	75
4th year	88

[14.3(d) substituted by [PR566683](#) ppc 01Jul15]

- (d) Apprentices who commenced their apprenticeship on or after 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage for their classification as set out in the table below:

Year of Apprenticeship	Not completed year 12	Completed year 12
	% of rate for Level 4 Rail Worker (TCI) or Level 3 (Operations)	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	88	88

(e) **Adult apprentices**

- (i) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the rate prescribed for either Level 4 Rail Worker (TCI) or Level 3 (Operations) (whichever is applicable), or the rate prescribed by clause 14.3(d) for the relevant year of the apprenticeship, whichever is the greater.
- (ii) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1—Adult employees, or the rate prescribed by clause 14.3(d) for the relevant year of the apprenticeship, whichever is the greater.
- (iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

[14.3(f)—Apprentice conditions of employment inserted by [PR559297](#) ppc 01Jan15]

(f) Apprentice conditions of employment

- (i)** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (ii)** For the purposes of clause 14.3(f)(i) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii)** The amount payable by an employer under clause 14.3(f)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (iv)** All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (v)** An employer may meet its obligations under clause 14.3(f)(iv) by paying any fees and/or cost of textbooks directly to the RTO.
- (vi)** 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.
- (vii)** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule B—School-based Apprentices.

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

14.4 School-based apprentices

Arrangements for school-based apprentices are set out in Schedule B—School-based Apprentices.

14.5 Supported wage system

The supported wage arrangements for employees with a disability are set out in Schedule C—Supported Wage System.

15. Allowances and expenses

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

[Varied by [PR990845](#), [PR994538](#), [PR998118](#), [PR509168](#), [PR522998](#), [PR536801](#), [PR551724](#), [PR566825](#), [PR579520](#), [PR592273](#), [PR606496](#), [PR704200](#), [PR707621](#)]

15.1 Expenses incurred in the course of employment—applicable to all employees

[15.1—Allowances and expenses renamed as Expenses incurred in the course of employment—applicable to all employees by [PR994538](#) from 01Jan10]

(a) Meal allowance

[15.1(a) varied by [PR998118](#), [PR509168](#), [PR522998](#), [PR536801](#), [PR551724](#), [PR566825](#), [PR579520](#), [PR592273](#), [PR606496](#), [PR704200](#), [PR707621](#) ppc 01Jul19]

Employees who work more than two hours' overtime in a minimum of 10 hours on duty will be paid an allowance of \$16.93.

(b) Tool allowance

[15.1(b) varied by [PR998118](#), [PR579520](#), [PR592273](#) ppc 01Jul17]

A tradesperson required to provide and maintain the tools ordinarily required by that trade in the performance of work as a tradesperson must be paid a tool allowance of \$17.82 per week which must be included in and form part of the employee's ordinary rate of pay.

(c) Relocation allowance

Employees who are required by the employer to permanently transfer to a new location which requires the employee to move house will be reimbursed all reasonable and necessary out-of-pocket expenses for:

[15.1(c)(i) varied by [PR994538](#) from 01Jan10]

- (i) once only travel to the new location for the employee, spouse or de facto partner and dependents;
- (ii) costs of removal and relocation, including furniture and effects, legal costs for sale and/or purchase of new dwellings; and

- (iii) if unable to find permanent accommodation, reasonable payment of rent at temporary accommodation for a period of six weeks.

(d) Travel and incidentals

Employees who are required by their employer to undertake work away from their normal workplace which does not enable a return to their home will be reimbursed for the reasonable and necessary cost of the expenses they incur.

15.2 Allowances for responsibilities or skills that are not taken into account in rates of pay—applicable to all employees

[15.2—Allowances for responsibilities or skills that are not taken into account in rates of pay renamed as Allowances for responsibilities or skills that are not taken into account in rates of pay—applicable to all employees by [PR994538](#) from 01Jan10]

(a) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid a weekly allowance of 1.9% of the [standard rate](#) if appointed by the employer as a first aid officer.

(b) Higher duties allowance

An employee performing the tasks, role and responsibilities of an employee at a higher classification on a temporary basis for one shift (or day, whichever is appropriate) must be paid at the higher wage rate for the period they perform those duties.

(c) On-call allowance

(i) Where the employer requires an employee to be on call during a period off duty, the employee will be entitled to be paid an allowance of 6.5% of daily rate calculated by reference to the [standard rate](#) each night or 16.3% of the daily rate calculated by reference to the [standard rate](#) when on call for a day and a night.

(ii) An employee on call means that such employee has been instructed, prior to ceasing duty, that the employee is or may be required to perform duty by way of receiving or making telephone calls, or to return to duty, before the next normal time of commencing duty.

(iii) The provisions of this clause do not apply to an employee who is not eligible for payment of overtime, except with the approval of the employer, or whose private telephone rental and local telephone call charges are paid by the employer.

15.3 Expenses incurred in the course of employment—applicable to technical and civil infrastructure employees

[15.3—Expenses incurred in the course of employment renamed as Expenses incurred in the course of employment—applicable to technical and civil infrastructure employees by [PR994538](#) from 01Jan10]

(a) Reimbursement for damage to personal property and supply of protective equipment

(i) Damage to clothing, spectacles, hearing aids and tools

Except where the clothing or item is paid for by the employer:

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

(ii) Protective clothing and equipment allowance

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

15.4 Allowances and special rates for responsibilities, skills or disabilities that are not taken into account in rates of pay—applicable to technical and civil infrastructure employees

[15.4—Allowances and special rates responsibilities, skills or disabilities that are not taken into account in rates of pay renamed as Allowances and special rates for responsibilities, skills or disabilities that are not taken into account in rates of pay—applicable to technical and civil infrastructure employees by [PR994538](#) from 01Jan10]

Special rates: subject to clauses 15.4(a) and (b), the following rates must be paid to an employee including an apprentice and a junior:

(a) Rates not cumulative

- (i)** Where more than one of the disabilities set out in clause 15.4 entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate for the applicable disabilities.
- (ii)** Provided that this does not apply in relation to wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

(b) Special rates are not subject to penalty additions

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

(c) Wet places

- (i)** An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid 2.9% of the [standard rate per hour](#) extra. Any employee who becomes entitled to this

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extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.

- (ii) This clause does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

(d) Confined spaces

An employee working in a confined space must be paid 3.8% of the [standard rate per hour](#) extra.

(e) Dirty work

Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature, the employee must be paid 2.9% of the [standard rate per hour](#) extra.

(f) Height money

[15.4(f) varied by [PR994538](#) from 01Jan10]

An employee other than a linesperson, linesperson's assistant or rigger and splicer, engaged in the construction, erection, repair and/or maintenance of structures at a height in each case of 15 metres or more directly above the nearest horizontal plane is to be paid 2.1% of the [standard rate per hour](#) extra.

(g) Insulation materials

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, must be paid 3.8% of the [standard rate per hour](#) extra.

(h) Explosive powered tools

An employee required to use explosive powered tools must be paid per day 7.5% of the [standard rate per hour](#) extra. Where an hourly rate is required, it is calculated by dividing the rate by 7.6.

(i) Foundry allowance

- (i) An employee working in a foundry must be paid an allowance of 2.2% of the [standard rate per hour](#) extra for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.

- (ii) The foundry allowance is payable instead of any payment otherwise due under clause 15.4.

- (iii) For the purposes of this clause foundry work means any operation in the production of castings by casting metal in a mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and, where carried on as an incidental process in connection with and in the course of the aforementioned production, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out

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processes and dressing operations, but does not include any operations 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; or
- refining of metal.

- (iv) An employee is not entitled to be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the eight hour period immediately following the cessation of foundry production.

15.5 Method of adjusting expense related allowances

[15.5 substituted by [PR994538](#) from 01Jan10; varied by [PR522998](#) ppc 01Jul12]

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

Allowance	Applicable Consumer Price Index figure
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

16. District allowances

[Varied by [PR994538](#); deleted by [PR561478](#) ppc 05Mar15]

17. Accident pay

[Varied by [PR994538](#), [PR503617](#); deleted by [PR561478](#) ppc 05Mar15]

18. Annualised wage arrangements

[18.1 varied by [PR994538](#); 18—Annualised wage and salary arrangements renamed and substituted by [PR716605](#) ppc 01Mar20]

18.1 Annualised wage instead of award provisions

- (a) An employer and a full-time employee may enter into a written agreement for the employee to be paid an annualised wage in satisfaction, subject to clause 18.1(c), of any or all of the following provisions of the award:
 - (i) clause 14—Classifications and minimum wage rates;
 - (ii) clause 15—Allowances and expenses;
 - (iii) clause 23—Overtime and penalty rates; and
 - (iv) clause 24.3—Annual leave loading.
- (b) Where a written agreement for an annualised wage agreement is entered into, the agreement must specify:
 - (i) the annualised wage that is payable;
 - (ii) which of the provisions of this award will be satisfied by payment of the annualised wage;
 - (iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and
 - (iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 18.1(c).
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified in the agreement pursuant to clause 18.1(b)(iv), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.
- (d) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
- (e) The agreement may be terminated:
 - (i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

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

18.2 Annualised wage not to disadvantage employees

- (a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).
- (b) The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.
- (c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 18.2(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

18.3 Base rate of pay for employees on annualised wage arrangements

For the purposes of the [NES](#), the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 14—Classifications and minimum wage rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

18A. Payment of wages

[18A inserted by [PR714925](#) ppc 20Dec19]

18A.1 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

Note 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required

minimum period of notice or “has paid” to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under clause 18A.1. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

19. Superannuation

[New 19 inserted by [PR545981](#)]

19.1 Superannuation contributions for defined benefit members

An employer is permitted to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

[Varied by [PR994538](#); 19 renumbered as 20 by [PR545981](#) ppc 01Jan14]

[19.1 varied by [PR994538](#) from 01Jan10]

20.1 This clause supplements Division 3 of the NES which deals with maximum weekly hours.

20.2 The ordinary hours of a full-time, part-time or casual employee will be in accordance with clause 10—Types of employment.

[19.3 varied by [PR994538](#) from 01Jan10]

20.3 For the purposes of s.63 of the Act, an employee’s weekly hours may be averaged over a period of up to 16 weeks.

20.4 The ordinary hours of work for a day worker in a Clerical, Administration and Professional classification may be worked between 6.00 am and 6.30 pm. The ordinary hours of work for a day worker in a Technical and Civil Infrastructure classification may be worked between 6.00 am and 6.30 pm.

20.5 An employer and the majority of affected employees may agree to alter the spread of hours in clause 20.4.

20.6 Employees may be required to work up to 10 ordinary hours per day. If the employer and majority of affected employees agree, up to 12 ordinary hours per day may be worked.

21. Rostering

[20 renumbered as 21 by [PR545981](#) ppc 01Jan14]

21.1 The employer may change shift rosters or require an employee to work a different shift roster at the direction of the employer where operational circumstances require. The employer will provide the employee with as much notice as practicable prior to any change in the roster and, wherever possible, the employer will consult with the employee before any change to the roster is made.

21.2 The employer will arrange overtime work or shiftwork in a manner that ensures employees are provided with a break between work on successive days or shifts. The minimum break will reflect the operational requirements and conform to the principles of fatigue management.

22. Breaks

[21 renumbered as 22 by [PR545981](#) ppc 01Jan14]

An employee may be rostered for an unpaid meal break of not less than 30 minutes during the course of an eight hour shift provided that it does not interfere with operational requirements. Where an unpaid meal break is provided, the employee, where practical, should not be required to work more than five hours without a break.

23. Overtime and penalty rates

[Varied by [PR994538](#); 22 renumbered as 23 by [PR545981](#) ppc 01Jan14; varied by [PR584147](#); substituted by [PR598504](#) ppc 01Jan18; corrected by [PR598969](#) ppc 01Jan18; varied by [PR606339](#), [PR707425](#)]

An employee will be paid the following penalty rates.

23.1 Shift Work Penalties

[23.1(a) varied by [PR606339](#), [PR707425](#) ppc 01Jul19]

- (a) For each hour worked on early morning shift or afternoon shift an employee will be paid \$3.01.

[23.1(b) varied by [PR606339](#), [PR707425](#) ppc 01Jul19]

- (b) For each hour worked on night shift, an employee will be paid \$3.57.

[23.1(c) varied by [PR606339](#), [PR707425](#) ppc 01Jul19]

- (c) For each hour worked on permanent night shift, an employee will be paid \$6.78.

23.2 Sunday work

A full-time or part-time employee will be paid **200%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a Sunday.

23.3 Public holidays

A full-time or part-time employee will be paid **250%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a public holiday.

23.4 Saturday work

A full-time or part-time employee will be paid **150%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a Saturday.

23.5 Definition of overtime

- (a) For a full-time employee, overtime is any time worked in excess of the employee's ordinary hours (see clause 20).
- (b) For a part-time employee, hours worked in excess of the employee's ordinary hours (agreed in accordance with 10.2(c) and 10.2(d)) will be paid at the appropriate overtime rate.
- (c) For a casual employee, overtime is any time worked in excess of the employee's ordinary hours (see clause 10.3(b)).

23.6 Exclusions from overtime

- (a) An employee within the Clerical, Administrative and Professional classifications engaged on an annual salary equivalent that is at or above Level 7 will not be entitled to overtime.
- (b) An employee working overtime will not receive a shift penalty in accordance with clause 23.1.

23.7 Overtime rates

Where a full-time or part-time employee works overtime the employer must pay to the employee the overtime rates as follows:

For overtime worked on	% of ordinary hourly rate
Monday to Friday: First 3 hours	150%
After 3 hours	200%
Saturday – all hours	150%
Sunday – all hours	200%
Public holiday – all hours	250%

23.8 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 23.4.
- (c) An agreement must state each of the following:

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- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G. An agreement under clause 23.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 23.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 23.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 23.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.4

23.9 Call back

Where an employee is recalled to work overtime after leaving the employer's premises, the employee will be paid for a minimum of four hours.

23A. Requests for flexible working arrangements

[23A inserted by [PR701409](#) ppc 01Dec18]

23A.1 Employee may request change in working arrangements

Clause 23A 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 23A is an addition to s.65.

23A.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)).

23A.3 What the written response must include if the employer refuses the request

Clause 23A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 23A.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 23A.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.

23A.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 23A.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.

23A.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 23A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave

24. Annual leave

[Varied by [PR994538](#); 23 renumbered as 24 by [PR545981](#) ppc 01Jan14; varied by [PR583064](#)]

[23.1 varied by [PR994538](#) from 01Jan10]

24.1 This clause of the award supplements Division 6 of the NES which deals with annual leave.

[23.2 varied by [PR994538](#) from 01Jan10]

24.2 For the purposes of Division 6 of the NES a shiftworker as defined in this award and a permanent night shiftworker are entitled to five weeks of paid annual leave.

[23.3 varied by [PR994538](#) from 01Jan10]

24.3 Subject to clause 24.4, when an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the base rate of pay for the period in addition to the payment required to be made under Division 6 of the NES. The annual leave loading for a shiftworker is 20%.

24.4 Annual leave in advance

[24.4 substituted by [PR583064](#) 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 24.4 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

- (c) The employer must keep a copy of any agreement under clause 24.4 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 24.4, 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.

24.5 Excessive leave accruals: general provision

[24.5 substituted by [PR583064](#) ppc 29Jul16]

Note: Clauses 24.5 to 24.7 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 24.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[24.6 inserted by [PR583064](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.5(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 24.5, 24.6 or 24.7 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 24.6(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.

24.7 Excessive leave accruals: request by employee for leave

[24.7 inserted by [PR583064](#); substituted by [PR583064](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.5(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 24.6(a) that, when any other paid annual leave arrangements (whether made under

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clause 24.5, 24.6 or 24.7 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 24.5, 24.6 or 24.7 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 24.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

24.8 Cashing out of annual leave

[24.8 inserted by [PR583064](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.8.
- (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 24.8 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 24.8 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 24.8 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 24.8.

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 24.8.

Note 3: An example of the type of agreement required by clause 24.8 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

25. Personal/carer's leave and compassionate leave

[24 varied by [PR994538](#); 24 renumbered as 25 by [PR545981](#) ppc 01Jan14]

Personal/carer's leave and compassionate leave are provided for in Division 7 of the NES.

26. Community service leave

[25 varied by [PR994538](#); 25 renumbered as 26 by [PR545981](#) ppc 01Jan14]

Community service leave is provided for in Division 8 of the NES.

27. Leave to deal with Family and Domestic Violence

[27 inserted by [PR609332](#) ppc 01Aug18]

27.1 This clause applies to all employees, including casuals.

27.2 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 27.2(a) includes a former spouse or de facto partner.

27.3 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.

27.4 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.

27.5 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.

27.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 27. 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 27 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 27.4.

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.

27.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 27.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 27 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.

27.8 Compliance

An employee is not entitled to take leave under clause 27 unless the employee complies with clause 27.

Schedule A—Classification Definitions

[Sched A varied by [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR551603](#), [PR566683](#), [PR579775](#), [PR592110](#), [PR606339](#), [PR707425](#) ppc 01Jul19]

Clerical, Administrative and Professional Classifications

Preamble

Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The employer will ensure employees undertake duties which are within the limits of the employee’s skills, competence and training.

Level	Tasks and Functions	Minimum Weekly Rate \$
1	<p>Employees at this level will include the initial recruit who may have limited relevant experience.</p> <p>Initially work is performed under close direction using established practices, procedures and instructions.</p> <p>Employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate office equipment.</p> <p>Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee’s work may be subject to checking at all stages.</p> <p>The more experienced employee may be required to give assistance to less experienced employees in the same classification.</p>	780.90
2	<p>Employees at this level are responsible and accountable for their own work which is performed within established guidelines and processes.</p> <p>In some situations detailed instructions may be necessary.</p> <p>The employees may be required to exercise limited judgment and initiative within the range of their skills, training and knowledge.</p> <p>The work of these employees may be subject to progress and final checking.</p> <p>Employees may be required to check the work of and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.</p> <p>Employees at this level may have a certification in a relevant area of their duties.</p>	846.00
3	<p>Employees at this level have achieved a standard to be able to perform some specialised or routine tasks or features of the work.</p> <p>Employees require only general guidance or direction and there is</p>	878.50

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Level	Tasks and Functions	Minimum Weekly Rate \$
	<p>scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.</p> <p>Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2.</p> <p>Employees at this level would be able to train Level 1 and 2 employees by means of personal instruction and demonstration.</p> <p>Employees will hold an associate diploma or equivalent allowing them to perform the specialised tasks.</p> <p>This level will include university graduates within their first and second year post graduation with no prior industry relevant experience.</p>	
4	<p>Employees at this level will have achieved a level of organisational or industry specific knowledge sufficient for them to give general advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</p> <p>They would require only limited guidance or direction and would normally report to more senior staff as required.</p> <p>They will exercise initiative, discretion and judgment at times in the performance of their duties.</p> <p>Whilst not a prerequisite, a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.</p> <p>They are able to train employees in Levels 1 to 3 by personal instruction and demonstration.</p> <p>Employees at this level will have relevant tertiary qualifications or equivalent.</p>	917.40
5	<p>Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities.</p> <p>Employees at this level will contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.</p> <p>They are responsible and accountable for their own work.</p> <p>They may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operations problems and monitoring the quality of work produced.</p> <p>They may be required to counsel staff for performance as well as work related matters.</p>	995.50

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Level	Tasks and Functions	Minimum Weekly Rate \$
	<p>They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration.</p> <p>They would also be able to assist in the delivery of training courses.</p> <p>They often exercise initiative, discretion and judgment in the performance of their duties.</p> <p>Employees at this level will have relevant tertiary qualifications or equivalent.</p>	
6	<p>The employee would be undertaking detailed research and analysis, preparing documents such as complex estimates and reports.</p> <p>The employee would have specialist and detailed knowledge of systems such as timetabling, network operations and infrastructure configurations, accounting, human resources and applicable legislation.</p> <p>An employee at this level would be expected to have a high level of verbal and written communication skills and interpersonal skills.</p> <p>They would have the ability to analyse situations and take corrective action where required, applying problem-solving methodologies where applicable.</p> <p>Whilst not necessarily working autonomously, the employee would be expected to be responsible for the accuracy and timeliness of their work without direct supervision.</p>	1067.00
7	<p>Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</p> <p>Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to provide specialist advice on a range of activities.</p> <p>They will be required to contribute to the determination of objectives within the relevant field of their expertise.</p> <p>They are responsible and accountable for their own work and will have delegated responsibility for the work under their control or supervision in terms of scheduling workloads, resolving operations problems and monitoring the quality of work produced.</p> <p>They will be required to counsel staff for performance as well as work related matters.</p> <p>At this level the employee would oversee resources to ensure maximum asset or staff utilisation such as crew rostering or timetable preparation.</p> <p>The employee may be liaising with external stakeholders and may be</p>	1132.00

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Level	Tasks and Functions	Minimum Weekly Rate \$
	<p>preparing strategies to meet financial targets or correct adverse trends or assisting in developing budgets.</p> <p>They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration.</p> <p>They are able to undertake the delivery of training courses.</p> <p>They often exercise initiative, discretion and judgment in the performance of their duties.</p> <p>Employees at this level will have relevant tertiary qualifications or equivalent.</p>	
8	<p>The employee would be supervising the day-to-day activities of others and managing their rosters and relief.</p> <p>They may be delivering training to others.</p> <p>Employees at this level will provide expert interpretation of documents and legislation.</p> <p>The employee would be liaising with senior managers on complex matters and provide specialised reports on payroll or budgets.</p> <p>The employee would have strong interpersonal skills and an ability to work autonomously.</p> <p>They would have a high level of knowledge of specialised computer systems.</p> <p>The employee can be expected to have four years post-tertiary qualifications experience or equivalent in their specialised area.</p>	1274.90
9	<p>The employee will provide guidance and direction to staff supervising others. The employee will have high level specialised skills.</p>	1528.40

Operations Classifications

Preamble

Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The employer will ensure employees undertake duties which are within the limits of the employee's skills, competence and training.

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Level	Tasks and Functions	Minimum Weekly Rate \$
1	<p>Employees at this level undertake and successfully complete standard induction training and will be required to:</p> <p>Be responsible for personal safety and use the protective equipment provided to perform work safely.</p> <p>Undertake a range of functions with a basic knowledge of policies, procedures and guidelines using a sound level of skill to perform the functions.</p> <p>Perform routine customer service, presentation and operations duties requiring minimal judgment.</p> <p>Undertake tasks with direct supervision and guidance.</p>	740.80
2	<p>Employees at this level will be required to:</p> <p>Perform semi-skilled work using relevant plant and equipment.</p> <p>Undertake a range of functions with a sound knowledge of policies, procedures and guidelines using a sound level of skill to perform the functions.</p> <p>Exercise discretion within their skill level and be responsible for the quality of the work.</p> <p>Provide some supervision of staff undertaking routine customer service, presentation and operations duties.</p> <p>Be able to implement and direct safe working requirements.</p> <p>Undertake tasks with supervision and guidance.</p>	787.60
3	<p>Employees at this level will be required to:</p> <p>Undertake a range of functions with a detailed knowledge of policies, procedures and guidelines using a substantial level of skill to perform the functions.</p> <p>Be able to plan tasks and select the appropriate equipment and procedures from known alternatives, taking responsibility for the work of others.</p> <p>Apply skills and knowledge in complex but routine work situations where discretion and judgment are involved.</p> <p>Understand and apply quality control techniques.</p> <p>Have acquired skills and knowledge through completion of relevant trade level qualifications or have the practical experience which has equipped the employee with an equivalent level of skills and knowledge.</p> <p>Exercise discretion within the scope of this level, undertake tasks with limited supervision and guidance and assist in the provision of on-the-job training.</p>	872.10

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Level	Tasks and Functions	Minimum Weekly Rate \$
4	<p>Employees at this level will have the level of skill or knowledge required to perform this work through the completion of a post trade certificate or equivalent, or through acquisition of practical skill and knowledge which has equipped the employee with the equivalent level of skill or knowledge. Employees will:</p> <p>Undertake a range of functions with a detailed knowledge of policies, procedures and guidelines using a substantial level of skill to perform the functions.</p> <p>Be required to complete work of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.</p> <p>Supervise staff undertaking complex but routine work.</p> <p>Be capable of the safe operation of locomotives and other rolling stock.</p> <p>Undertake tasks with little supervision and guidance.</p>	956.70
5	<p>Employees at this level will hold a trade level qualification used in the operations and have acquired additional knowledge by having satisfactorily completed a prescribed post trade course or achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means. Employees will:</p> <p>Undertake a range of functions with extensive knowledge of policies, procedures and guidelines using a high level of skill to perform the functions.</p> <p>Be capable of:</p> <p>providing the day-to-day leadership, direction, co-ordination and supervision of support staff;</p> <p>working within budgets, co-ordinating or supervising others to optimise team performance; and</p> <p>training staff in the performance of safety critical operations.</p> <p>Tasks are undertaken with no supervision.</p> <p>This level includes a locomotive freight driver when actually in driver only operation on a main line or the driver of a train exceeding 3,000 tonnes but less than 8,000 tonnes.</p>	1047.60
6	<p>Employees at this level hold specialist skills and knowledge in the operations and have completed trade and post trade certificate qualifications or equivalent achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means. The employee will:</p>	1119.80

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Level	Tasks and Functions	Minimum Weekly Rate
		\$
	Undertake a range of functions with a detailed extensive knowledge of policies, procedures and guidelines using a high level of skill to perform the functions.	
	Be responsible for the delivery of safety critical operations.	
	Undertake tasks with no supervision and provide guidance and assistance to others.	
	Undertake functions including substantial leadership, direction, management and support of staff, but not the overall leadership and management of major/complex locations/terminals.	
	Be capable of delivering detailed training to others in the performance of complex but predictable functions.	
	This level includes a locomotive freight driver when actually the driver of a train of 8,000 tonnes.	

Technical and Civil Infrastructure Classifications

Preamble

Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The employer will ensure employees undertake duties which are within the limits of the employee's skills, competence and training.

Level	Tasks and Functions	Minimum Weekly Rate
		\$
1	<p>An employee at this level performs routine duties essentially of a manual nature and to the level of their training. These include:</p> <p>Performing general labouring and cleaning duties.</p> <p>Exercising minimal judgment.</p> <p>Working under direct supervision.</p> <p>Undertaking structured training so as to enable them to work at a Level 1.</p> <p>Observes and applies all relevant rules, regulations, and instructions including attendance policies and instructions, rostered hours, wearing protective clothing, footwear and equipment, and safety and safeworking notices or instructions.</p>	761.70
2	An employee at this level:	791.20

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Level	Tasks and Functions	Minimum Weekly Rate \$
	<p>Works in accordance with standard operating procedures and established criteria.</p> <p>Works under direct supervision either individually or in a team environment.</p> <p>Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.</p> <p>Follows safe work practices and can report workplace hazards.</p>	
3	<p>An employee at this level would have completed a Level I or Level II certificate or equivalent and is:</p> <p>Responsible for the quality of their own work subject to routine supervision.</p> <p>Works under routine supervision either individually or in a team environment.</p> <p>Exercises discretion within their level of skills and training.</p> <p>Assists in the provision of on-the-job training.</p>	818.40
4	<p>An employee at this level would possess a trade certificate (Certificate Level III) and is able to exercise the skills and knowledge of their trade so as to enable the employee to perform work within the scope of this level. An employee at this level:</p> <p>Understands and applies quality control techniques.</p> <p>Exercises good interpersonal and communication skills.</p> <p>Exercises discretion within the scope of this level.</p> <p>Performs work under limited supervision either individually or in a team environment.</p> <p>Operates lifting equipment incidental to their work.</p> <p>Performs non-trade tasks incidental to their work.</p> <p>Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training.</p> <p>Inspects products and/or materials for conformity with established operational standards.</p>	862.50
5	<p>An employee at this level would supervise non-trades staff (civil) or have experience in their trade stream and will be undertaking theoretical and practical training to attain qualifications for a Certificate Level IV. An employee at this level:</p>	900.80

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Level	Tasks and Functions	Minimum Weekly Rate \$
	<p>Provides limited technical guidance.</p> <p>Prepares technical reports to the level of their competence.</p> <p>Complies with quality and costs targets.</p>	
6	<p>An employee at this level would possess a Certificate Level IV and is able to exercise the skills and knowledge of their trade so as to enable the employee to perform work within the scope of this level. An employee at this level:</p> <p>Is able to provide trade guidance and assistance as part of a work team.</p> <p>Provides training in conjunction with supervisors and trainers.</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Operates lifting equipment incidental to their work.</p> <p>Performs non-trade tasks incidental to their work.</p>	940.90
7	<p>An employee at this level:</p> <p>Provides technical guidance or assistance within the scope of this level.</p> <p>Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence.</p> <p>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.</p> <p>Acts as a Work Group Leader (signals) or provides system supervision and assists in the provision of on-the-job training in conjunction with supervisors and trainers.</p>	1015.10

Schedule B—School-based Apprentices

[Sched B substituted by [PR994538](#); varied by [PR544285](#) ppc 01Jan14]

- B.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.
- B.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.
- B.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.
- B.4** For the purposes of clause B.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.
- B.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.
- B.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.
- B.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.

[B.8 substituted by [PR544285](#) ppc 01Jan14]

- B.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.

[B.9 substituted by [PR544285](#) ppc 01Jan14]

- B.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.

[B.10 substituted by [PR544285](#) ppc 01Jan14]

- B.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.
- B.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule C—Supported Wage System

[Sched C inserted by [PR994538](#) from 01Jan10; varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542135](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

C.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.

[C.2 varied by [PR568050](#) ppc 01Jul15]

C.2 In this schedule:

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

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

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

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

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

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

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

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

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

[C.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

C.5 Assessment of capacity

C.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.

C.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.

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542135](#) ppc 04Dec13]

C.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.

[C.6.2 varied by [PR542135](#) ppc 04Dec13]

C.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.

C.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.

C.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.

C.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.

C.10 Trial period

C.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.

C.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.

[C.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

C.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 C.5.

Schedule D—National Training Wage

[Sched D inserted by [PR994538](#); varied by [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR545787](#), [PR551603](#), [PR566683](#), [PR579775](#); deleted by [PR593811](#) ppc 01Jul17]

Schedule E—Agreement to Take Annual Leave in Advance

[Sched E inserted by [PR583064](#)]

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 F—Agreement to Cash Out Annual Leave

[Sched E inserted by [PR583064](#)]

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 G—Agreement for time off instead of payment for overtime

[Sched G inserted by [PR584147](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule 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:

- 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

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- 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.