Gas Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 December 2019 (PR715186).

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

Schedule F—Part-day Public Holidays

Current review matter(s): AM2014/47; AM2014/72; AM2014/190; AM2014/196; AM2014/197; AM2014/300; AM2014/301; AM2015/1; AM2015/2; AM2016/8; AM2016/10; AM2016/15; AM2016/17

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[Varied by PR991569, PR994448, PR532631, PR544519, PR546288, PR557581, PR573679, PR583008, PR584107, PR609379, PR610224, PR701464]

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Part 1—Application and Operation

1. Title

This award is the *Gas Industry Award 2010*.

2. Commencement and transitional

[Varied by PR991569, PR542181]

2.1 This award commences on 1 January 2010.

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

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

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

[2.4 varied by PR542181 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 PR542181 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 PR542181 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 PR994448, PR997772, PR503690, PR544227, PR546037]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **adult apprentice** inserted by PR544227 ppc 01Jan14]

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

[Definition of **agreement-based transitional instrument** inserted by PR994448 from 01Jan10]

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

availability duty means that the employee is continuously available outside normal working hours to attend an urgent or emergency situation and when paged or upon receiving a telephone call must respond immediately

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

[Definition of **default fund employee** inserted by PR546037 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 PR546037 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 PR503690 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 PR503690 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)

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

employee means national system employee within the meaning of the Act

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

employer means national system employer within the meaning of the Act

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

[Definition of **exempt public sector superannuation scheme** inserted by PR546037 ppc 01Jan14]

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

[Definition of **MySuper product** inserted by PR546037 ppc 01Jan14]

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

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

[Definition of **on-hire** inserted by PR994448 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

standard rate means the minimum wage for a Level 4 employee referred to in clause 14—Minimum wages

[Definition of **transitional minimum wage instrument** inserted by PR994448 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 PR994448]

4.1 This industry award covers employers throughout Australia in the gas industry and their employees in the classifications listed in clause 13—Classifications to the exclusion of any other modern award.

4.2 **Gas industry** means the transmission, distribution, wholesaling and retailing of gas to industrial, commercial and domestic consumers.

4.3 This award does not cover:

(a) the retail, marketing and supply of gas where that activity is incidental or supplementary to the core business of an employer covered by the *Electrical Power Industry Award 2010*;

(b) the industry of the manufacture, making, processing, treatment, preparation, extraction, separation and associated storage, transport, distribution, sales and marketing of industrial, medical and special gases;

(c) the industry of the manufacture, processing, transportation, storage, distribution, marketing and sale of liquefied petroleum (LP) gas;

(d) employers and employees covered by the *Hydrocarbons Industry (Upstream) Award 2010*;

(e) employers and employees covered by the *Road Transport and Distribution Award 2010*; or

(f) employees wholly or mainly engaged in professional or managerial positions.

4.4 This award does not cover an employee excluded from award coverage by the Act.

4.5 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.6, 4.7 and 4.8 inserted by PR994448 from 01Jan10]

4.6 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

4.8 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.

[4.6 renumbered as 4.9 by PR994448 from 01Jan10]

4.9 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 PR542181; 7—Award flexibility renamed and substituted by PR610224 ppc 01Nov18]

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

(a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

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

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

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

(a) give the employee a written proposal; and

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

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

7.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

7.7 An agreement must be:

(a) in writing; and

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

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

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

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

7.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

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

7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by PR546288, 8—Consultation renamed and substituted by PR610224 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 PR610224 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 PR542181; substituted by PR610224 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 PR700567]

10.1 Employees may be engaged in one of the following categories:

(a) full-time;

(b) part-time; or

(c) casual.

10.2 At the time of engagement an employer will inform each employee in writing of the terms of engagement and in particular whether they are to be full-time, part-time or casual.

10.3 Full-time employee

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

10.4 Part-time employee

A part-time employee is an employee who:

(a) is engaged to work an average of fewer than 38 ordinary hours per week;

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.5 A part-time employee must be engaged for a minimum of four consecutive hours on any shift.

10.6 Casual employee

(a) A casual employee is one engaged by the hour and paid as such.

(b) A casual employee will be paid an hourly rate of 1/38th of the minimum weekly rate prescribed for the relevant classification, plus a loading of 25%.

10.7 Right to request casual conversion

[10.7 inserted by PR700567 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.

(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

(ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clauses 10.4 and 10.5.

(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. Termination of employment

[11 substituted by PR610224 ppc 01Nov18]

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

11.1 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.

11.2 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.

11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by PR994448, PR503690, PR561478; substituted by PR706958 ppc 03May19]

NOTE: Redundancy pay is provided for in the NES. See sections 119–123 of the Act.

12.1 Transfer to lower paid duties on redundancy

(a) Clause 12.1 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.

12.2 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 12 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.

12.3 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 11.2 and 11.3.

Part 4—Minimum Wages and Related Matters

13. Classifications

The classification structure is contained in Schedule B—Classification Structure and Descriptions.

14. Minimum wages

[Varied by PR994448, PR997959, PR509092, PR522923, PR536726, PR544227, PR549880, PR551649, PR559279, PR566736, PR579831, PR592159, PR593844, PR606386, PR707473]

14.1 Adult employees

[14.1 varied by PR997959, PR509092, PR522923, PR536726, PR551649, PR566736, PR579831, PR592159, PR606386, PR707473 ppc 01Jul19]

A full-time adult employee must be paid a minimum weekly rate for their classification as set out in the table below:

Gas industry employee level	Minimum weekly rate $
Level 1	768.60
Level 2	798.00
Level 3	828.40
Level 4	862.50
Level 5	924.10
Level 6	989.10
Level 7	1033.10
Level 8	1080.20

14.2 Apprentices

[14.2 varied by PR994448; substituted by PR544227, PR549880, PR549880 ppc 01Jan14]

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

Year of apprenticeship	% of adult rate
1st year	45
2nd year	55

Year of apprenticeship	% of adult rate
3rd year	75
4th year	88

[14.2(b) substituted by PR566736 ppc 01Jul15]

(b) Apprentices who commenced on or after 1 January 2014 will be entitled to the percentage of the minimum weekly rate for a Level 4 employee as set out in the table below:

Year of apprenticeship	% of minimum weekly rate for a Level 4 employee for apprentices who have not completed year 12	% of minimum weekly rate for a Level 4 employee for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	88	88

14.3 Adult apprentices

[New clause 14.3 inserted by PR544227 ppc 01Jan14]

(a) Adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship will be entitled to 80% of the minimum weekly rate for a Level 4 employee in clause 14.1, or the rate prescribed by clause 14.2(b) for the relevant year of the apprenticeship, whichever is the greater.

(b) Adult apprentices who commenced on or after 1 January 2014 and are in the second and subsequent years of their apprenticeship will be entitled to the rate for the lowest adult classification in clause 14.1, or the rate prescribed by clause 14.2(b) for the relevant year of the apprenticeship, whichever is the greater.

(c) 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.

14.4 Apprentice conditions of employment

[New 14.4 inserted by PR559279 ppc 01Jan15]

(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

(b) 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.

(c) For the purposes of clause 14.4(b) 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.

(d) The amount payable by an employer under clause 14.4(b) 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.

(e) 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.

(f) An employer may meet its obligations under clause 14.4(e) by paying any fees and/or cost of textbooks directly to the RTO.

(g) 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.

(h) 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 D—School-based Apprentices.

(i) 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.

14.5 Supported wage system

[14.3 renumbered as 14.4 by PR544227; 14.4 renumbered as 14.5 by PR559279 ppc 01Jan15]

See Schedule C

14.6 School-based apprentices

[14.4 renumbered as 14.5 by PR544227; 14.5 renumbered as 14.6 by PR559279 ppc 01Jan15]

See Schedule D

14.7 National training wage

[14.5 renumbered as 14.6 by PR544227; 14.6 renumbered as 14.7 by PR559279 ppc 01Jan15; substituted by PR593844 ppc 01Jul17]

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

[14.7(b) varied by PR606386, PR707473 ppc 01Jul19]

(b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to "this award" in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Gas Industry Award 2010* and not the *Miscellaneous Award 2010.*

15. Allowances

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.

[Varied by PR998073, PR509214, PR523044, PR536847, PR551770, PR566871, PR579565, PR584535, PR592321, PR606541, PR704147, PR707692]

15.1 Allowances for responsibilities or skills that are not taken into account in rates of pay

(a) First aid allowance

Where an employee holds a current first aid certificate and is appointed by the employer as a first aid attendant they must be paid an allowance of 2% of the standard rate each week.

15.2 Expense related and reimbursement allowance

(a) Meal allowance

[15.2(a) varied by PR998073, PR509214, PR523044, PR536847, PR551770, PR566871, PR579565, PR592321, PR606541, PR704147, PR707692 ppc 01Jul19]

(i) Where the employee is required to work two hours or more of overtime, a meal allowance of $17.01 will be paid.

(ii) Where the employee is required to work overtime on Saturday, Sunday or a public holiday and such overtime is worked in excess of four hours a meal will be provided or a payment will be made of $17.01.

(iii) Where overtime continues all additional meals will be provided or an additional payment will be made of $17.01 for each additional consecutive four hours worked.

(b) Protective clothing

Where it is necessary that an employee wear protective clothing the employer must reimburse the employee the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the employer's expense.

15.3 Adjustment of expense related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

15.4 Availability duty

[15.4 inserted by PR584535 ppc 20Sep16]

(a) Where an employer requires an employee to be on availability duty, the employee will be entitled to be paid an allowance of 26% of the standard rate per week (or per day on a pro rata basis where an employee is so required for less than a week).

(b) An employee required to be on availability duty who is unavailable when requested to attend an urgent or emergency situation shall not be paid the availability duty allowance for that day.

16. District allowances

[Varied by PR994448; 16 deleted by PR561478 ppc 05Mar15]

17. Accident pay

[Varied by PR994448, PR503690; 17 deleted by PR561478 ppc 05Mar15]

18. Higher duties

An employee required by the employer to continuously perform the duties of a position at a higher classification level for one day or more must, for the time so worked, be paid at the rate appropriate to that higher level.

19. Payment of wages

[Varied by PR610090]

19.1 Wages must be paid either weekly or fortnightly.

19.2 At the option of the employer, the method of payment may be by cash, electronic funds transfer or cheque drawn on an account with a local bank.

19.3 Payment on termination of employment

[19.3 inserted by PR610090 ppc 01Nov18]

(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 this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.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.

20. Superannuation

[Varied by PR992245, PR994448, PR546037]

20.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity

to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

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

20.2 Employer contributions

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

20.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.

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

(c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

[20.4 varied by PR994448 from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

(a) AustralianSuper; or

(b) Sunsuper; or

(c) TWUSUPER; or

[20.4(d) varied by PR546037 ppc 01Jan14]

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

[20.4(e) inserted by PR546037 ppc 01Jan14]

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

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work and rostering

21.1 Weekly hours

(a) The ordinary hours of work will be an average of 38 hours per week.

(b) The ordinary hours of work will be worked within a spread of hours between 7.00 am and 6.00 pm Monday to Friday inclusive.

21.2 Operating times

The spread of hours, hours per week, the usual daily commencing and finishing times of ordinary hours of work and days upon which ordinary hours of work may be worked, including Saturdays and Sundays, may be altered by agreement between the employer and the majority of employees in the work section or sections concerned.

21.3 Definitions for the purpose of this clause

(a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.

(b) **Continuous work** means work carried on with consecutive shifts of people throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(c) **Night shift** means any specified or rostered shift finishing after midnight and at or before 8.00 am.

(d) **Rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.

21.4 Hours—continuous shiftworker

(a) This subclause will apply to shiftworkers on continuous work. The ordinary hours of shiftworkers will be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

(b) Where the employer and the majority of employees agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds eight consecutive days.

(c) Subject to clause 21.4(d), such shiftworkers will work at such times as the employer may require.

(d) By agreement between the employer and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

(i) proper health and monitoring procedures being introduced;

(ii) suitable roster arrangements being made; and

(iii) proper supervision being provided.

21.5 Hours—non-continuous shiftworker

(a) This subclause will apply to shiftworkers not on continuous work. The ordinary hours of such shiftworkers must not exceed:

(i) 38 hours within a period not exceeding seven consecutive days;

(ii) 76 hours within a period not exceeding 14 consecutive days;

(iii) 114 hours within a period not exceeding 21 consecutive days; or

(iv) 152 hours within a period not exceeding 28 consecutive days.

(b) The ordinary hours must be worked continuously, except for meal breaks. An employee must not be required to work for more than five hours without a break for a meal.

(c) By agreement between the employer and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

(i) proper health and monitoring procedures being introduced;

(ii) suitable roster arrangements being made; and

(iii) proper supervision being provided.

(d) The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of business.

21.6 Shiftwork allowances

(a) A shiftworker on afternoon shift must be paid a loading of 15% on the ordinary hourly rate.

(b) A shiftworker on night shift must be paid a loading of 30% on the ordinary hourly rate.

22. Meal breaks

22.1 A meal break of at least 30 minutes must be allowed to employees within five hours of the start of their shift.

22.2 Employees required to work for more than five hours without a suitable interval for a meal as provided for in clause 22.1 must, for all time worked in excess of the five hours before being allowed such interval, be paid at double time.

22.3 Employees required to continue or resume work during the meal break, must for the time of continuance or resumption until the full meal break is given, be paid at time and a half.

23. Overtime and penalty rates

[Varied by PR584107]

23.1 Overtime rates not cumulative

If more than one of the following provisions apply to an employee, payment is only to be made under the provision which prescribes the higher rate.

23.2 Time off instead of overtime payment

[23.2 substituted by PR584107 ppc 22Aug16]

(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 23.2.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in 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 I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 23.2 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 23.2 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 23.2 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 23.2 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 23.2 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 23.2 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 23.2.

23.3 Work in excess of ordinary hours—overtime

Any hours worked on any one day in excess of the number of ordinary hours of work for that day must be paid at the rate of time and a half for the first two hours and double time thereafter.

23.4 Early start

Where an employee is required to commence work two and a half hours or less before normal starting time on an ordinary working day, it will be regarded as an early start,

and the employee will be required to remain at work until normal finishing time. The period of work up to the normal starting time must be paid for at time and a half for the first two hours and at double time thereafter.

23.5 Transport

When employees are on overtime duty which terminates at an hour when a reasonable means of transport to their place of residence is not available, the employer must provide and pay for suitable transport.

23.6 Ten hour break

An employee will be entitled to a break of 10 hours between finishing overtime and reporting again for duty. They will not incur a reduction in payment for ordinary hours of work in this time. When directed to resume work before such a break is taken, the employee must be paid at the rate of double time for time subsequently worked until a break of at least 10 hours has been taken.

24. Work on weekends and public holidays

24.1 Saturdays

All ordinary hours worked on a Saturday must be paid at time and a half for such work with a minimum payment for four hours' work.

24.2 Sundays

Any hours worked on a Sunday must be paid at double time for such work, with a minimum payment for four hours' work. Payment at double time must continue to apply to all continuous work commencing on a Sunday but finishing on the following day, provided the following day is not a public holiday.

24.3 Public holidays

Any hours worked on a public holiday must be paid at the rate of double time and a half for such work, with a minimum payment for four hours' work. Payment at double time and a half must continue to apply to all continuous work commencing on a public holiday but finishing on the following day.

24A. Requests for flexible working arrangements

[24A inserted by PR701464 ppc 01Dec18]

24A.1 Employee may request change in working arrangements

Clause 24A 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 24A is an addition to s.65.

24A.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)).

24A.3 What the written response must include if the employer refuses the request

Clause 24A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 24A.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 24A.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.

24A.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 24A.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.

24A.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 24A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

25. Annual leave

[Varied by PR546336, PR583008, PR588741]

25.1 Annual leave is provided for in Division 6 of the NES. For the purpose of the additional week of annual leave, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays. Annual leave does not apply to casual employees.

25.2 Annual leave in advance

[25.2 substituted by PR583008 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 the 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 25.2 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

(c) The employer must keep a copy of any agreement under clause 25.2 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 25.2, 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.

25.3 Taking of annual leave during shut-down

(a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.

[25.3(b) substituted by PR546336 ppc 24Jan14]

(b) Where an employee has been given notice pursuant to clause 25.3(a) and the employee has:

(i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;

(ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or

(iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.

[25.3(c) substituted by PR546336 ppc 24Jan14]

(c) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

25.4 Excessive leave accruals: general provision

[25.4 substituted by PR588741 ppc 20Dec16]

Note: Clauses 25.4 to 25.6 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 25.1).

(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 25.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 25.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[New 25.5 inserted by PR588741 ppc 20Dec16]

(a) If an employer has genuinely tried to reach agreement with an employee under clause 25.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under paragraph (a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any

other paid annual leave arrangements (whether made under clause 25.4, 25.5 or 25.6 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

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

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 25.5(b)(i).

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

25.6 Excessive leave accruals: request by employee for leave

[New 25.6 inserted by PR588741; substituted by PR588741 ppc 20Dec17]

(a) If an employee has genuinely tried to reach agreement with an employer under clause 25.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under paragraph (a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 25.5(a) that, when any other paid annual leave arrangements (whether made under clause 25.4, 25.5 or 25.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under paragraph (a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.4, 25.5 or 25.6 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 25.1) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under paragraph (a).

[25.5 renumbered as 25.7 by PR588741 ppc 20Dec16]

25.7 An employee taking annual leave must be paid a sum equal to the greater of:

(a) 17.5% of their ordinary weekly rate including appropriate allowances (excluding shift penalties and weekend penalty payments); or

(b) shift allowance and/or Saturday or Sunday penalty rates according to the employee's roster or projected roster.

[25.6 renumbered as 25.8 by PR588741 ppc 20Dec16]

25.8 Upon termination of employment, an employee will be entitled to payment instead of any untaken leave and for pro rata leave accrued in the current leave year. The annual leave loading will apply to all of this payment.

25.9 Cashing out of annual leave

[25.7 inserted by PR583008 ppc 29Jul16; renumbered as 25.9 by PR588741 ppc 20Dec16]

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.9.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.9.

(c) **(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 25.9 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 25.9 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 25.9 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 25.9.

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 25.9.

Note 3: An example of the type of agreement required by clause 25.9 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

26. Personal/carer's leave and compassionate leave

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

27. Community service leave

Community service leave is provided for in the NES.

28. Public holidays

Public holidays are provided for in the NES.

29. Leave to deal with Family and Domestic Violence

[29 inserted by PR609379 ppc 01Aug18]

29.1 This clause applies to all employees, including casuals.

29.2 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 29.2(a) includes a former spouse or de facto partner.

29.3 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.

29.4 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.

29.5 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.

29.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 29. 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 29 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 29.4.

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.

29.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 29.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 29 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.

29.8 Compliance

An employee is not entitled to take leave under clause 29 unless the employee complies with clause 29.

Schedule A—Transitional Provisions

[Varied by PR991569, PR503690]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after	
1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by PR503690 ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Structure and Descriptions

[Varied by PR991569, PR994448]

This schedule provides guidelines for the positions covered at the various levels contained in this award.

The appointment of an employee to a position will be dependent upon the person being capable of performing the functions at that level in a competent manner and being required by the employer to perform work at that level.

This requires that the person is not only qualified for the position, but has sufficient experience and level of skills to meet the standards of proficiency necessary to undertake the duties of the position with minimal supervision.

It is understood that entry levels will be provided with training, whether on-the-job, in-house, or by external providers, sufficient to achieve a standard of performance which is deemed to be that of a competent employee for that level, within a period of a few months.

All roles that require an employee to travel to various locations to undertake the employee's duties, the employee must hold a current and relevant drivers licence.

B.1 Gas industry employee—Level 1

B.1.1 Role

An employee of this level works under close direction and undertakes routine activities which require the practical application of basic skills and techniques.

B.1.2 General features

Employees are expected to demonstrate responsibility and accountability for the tasks they are directed to perform whilst working within established routines, methods and procedures. With experience, employees may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

B.1.3 Knowledge

This level is basic entry and the applicant would be expected to have sufficient communication skills to understand instructions, and relay information clearly. Most tasks can be learned fairly quickly because of the routine, simple, or repetitious nature of the work.

B.1.4 Positions included in this level:

(a) Basic administration grade 1

An employee at this level will be required to perform basic administration duties including reception duties. Basic computer skills are required.

(b) General hand/General hand pipelines

An employee at this level will be required to work within established routines, methods and procedures within the gas transmission and distribution sector.

(c) Plant maintenance employee grade 1

An employee at this level will be required to work within established routines, methods and procedures, operating residential type gardening equipment.

B.2 Gas industry employee—Level 2

B.2.1 Role

An employee of this level works under regular direction within clearly defined guidelines and undertakes a range of routine technical/administrative activities requiring the application and continuing development of acquired skills and knowledge.

B.2.2 General features

Employees are expected to demonstrate responsibility and accountability for planning and organising their own work which is performed within established routines, methods and procedures. They will be required to manage their own time and possibly resolve minor work procedural issues in their relevant work area within established constraints. Work is checked on completion.

B.2.3 Knowledge

Entry at this level would require completion of some form of formal education which is equivalent to junior certificate level at high school supplemented by some work experience in a relevant field.

Tasks require knowledge of established work practices, procedures, policies, and regulations relevant to the work area.

B.2.4 Positions included in this level:

(a) Basic administration grade 2

An employee at this level will be required to perform basic administration duties. General computer skills are required.

(b) Meter reader

An employee must be competent to proficiently perform the procedures in relation to reading meters.

(c) Meter repairer grade 1

An employee must be competent to proficiently perform techniques and procedures to dismantle and rebuild simple gas meters. The employee will be required to use relevant testing equipment for the calibration of repaired gas meters.

(d) Plant maintenance employee grade 2

The employee must be competent to proficiently perform basic maintenance tasks and demonstrate the ability to organise resources.

(e) Storekeeper

An employee at this level will be required to work within established routines, methods and procedures, involved in the warehouse operations.

(f) Mains layer assistant

An employee at this level will be required to work within established routines, methods and procedures involved in the laying of mains.

B.3 Gas industry employee—Level 3

B.3.1 Role

Employees of this level carry out moderately routine work using a more extensive range of appropriate skills and knowledge and receive direction in the application and further development of skills and knowledge appropriate to the work. Procedures, methods and guidelines are well established.

B.3.2 General features

Employees perform tasks or activities of increasing complexity using knowledge, judgment and work organisational skills. They are expected to demonstrate responsibility and accountability for their own work with assistance being available from supervisors. Employees may receive guidance on the broader aspects of their work and may assist other employees and tradespeople with direction and technical knowledge.

Employees are required to plan their own work and may be required to assist in co-ordinating a small work team, undertake some complex operational work and may be involved in planning and co-ordination of activities within the work area. Employees will assist in on-the-job training as is required.

B.3.3 Knowledge

Entry at this level would assume some work experience after completing formal education to junior high school, or an equivalent level of competence obtained through a structured training or a demonstrated competency of suitable skills gained through work experience.

Tasks require a working knowledge of work practices, gas industry codes and regulations relevant to the work area

B.3.4 Positions included in this level are:

(a) Administration grade 3

An employee at this level will be required to perform administration duties including the intermediate knowledge of computer applications.

(b) Overdue account collector

The employee must be competent in the reading of all types of gas meters, and in the collection of outstanding payment from customers.

[B.3.4(c) varied by PR994448 from 01Jan10]

(c) Plant maintenance employee grade 3 (leak survey technician)

The employee must be competent in the principles of gas metering, pressure regulation, reading, adjustment, and routine servicing of these instruments. Employees must be able to locate gas leakages and be competent in the care maintenance of the instruments used for this task.

(d) Meter repairer grade 2

The employee must be able to service and repair large gas meters used for industry and gas pressure controlling regulators.

B.4 Gas industry employee—Level 4

B.4.1 Role

Employees work under general direction in functions that require the application and further development of skills and knowledge appropriate to the work. Guidelines and work practices are generally established.

B.4.2 General features

Under broad instruction employees perform activities or functions involving the application of knowledge and skills gained through a structured course and previous experience. Employees will be expected to contribute specialist knowledge on projects in their appropriate work related areas. There is scope for initiative in the application of established work practices. Work roles may involve a range of functions which could contain a limited component of supervision. At this level employees may either broaden their skill base or further develop a skill specialisation. Assistance is readily available for specific problems.

B.4.3 Knowledge

Entry to this level will assume trade qualifications or equivalent received through structured training. Tasks require knowledge of statutory requirements relevant to the work area, and the application of good customer service techniques. Employees are expected to continue to enhance their knowledge and skill base through appropriate structured training.

B.4.4 Positions included in this level are:

(a) Administration grade 4

An employee at this level will be required to perform non routine administration duties including the intermediate knowledge of computer applications.

(b) Main layer grade 1

The employee must hold the relevant licences/trade qualification (Cert III), and experience to lay mains.

(c) Serviceperson grade 1

The employee must hold the relevant gas licences/trade qualification (Cert III), and experience in order to successfully service gas infrastructure.

B.5 Gas industry employee—Level 5

B.5.1 Role

Employees receive general direction from departmental managers and adhere to established work practices however they may be required to exercise initiative and judgment where practices and direction are not clearly defined. Employees working at this level will have highly developed skills in either an extended skill base or in a field of specialisation.

B.5.2 General features

Employees are involved in establishing work programmes. Work roles may include a range of activities or functions and involve the employee in internal and external liaison and communication activities. The employee will have responsibility and accountability for the everyday operation of the function and scope to exercise initiative in the application of established work procedures. Work may also involve specialist knowledge in a more limited number of functions or disciplines. Employees may be required to provide advice and assistance to others in their work group or affiliated department.

B.5.3 Knowledge

Entry to this level will assume post trade training and experience in excess of the requirements of level 4 or an equivalent level of competence obtained through structured training.

Tasks require extensive knowledge of policies, practices, industry codes and regulations gained through qualifications and experience. Employees are expected to continue to enhance their knowledge and skill base through appropriate additional structured training.

B.5.4 Positions included in this level:

(a) Administration grade 5

An employee at this level will be required to perform a wide range of non routine administration, financial, logistical and associated duties including the advanced knowledge of computer skills/applications.

(b) Main layer grade 2

The employee must hold the relevant licence/trade qualification, and extensive experience to lay mains.

(c) Serviceperson grade 2

The employee will hold the relevant gas and electrical licence/trade qualification, and experience in order to successfully service infrastructure.

(d) Plant maintenance employee grade 4

The employee must be competent and qualified in the principles of mechanical engineering or similar trade qualification. These employees will have extensive experience with gas metering, pressure regulation, and in the reading, adjustment, and extensive servicing of these instruments.

B.6 Gas industry employee—Level 6

B.6.1 Role

Employees work under limited direction and undertake a range of functions for which operational policies, work practices and guidelines have been developed.

B.6.2 General features

Employees will apply specialist knowledge based on their qualifications, previous training and experience in areas relevant to their discipline.

Work roles will require responsibility for decision-making in the particular work area and the provision of credible advice. Employees may exercise limited supervisory responsibility for large work projects, work independently as specialists or may be a senior member of a project team.

B.6.3 Knowledge

Tasks require detailed knowledge of activities and work practices relevant to the work area and a strong knowledge of organisation structure and functions.

The employee will be well trained in the systems relevant to the position and perform a wide range of non routine administration, financial, logistical and associated duties including the advanced knowledge of computer skills/applications. The employee will have obtained qualifications through TAFE or equivalent.

B.6.4 Positions included in this level are:

Administration grade 6 (team leader).

B.7 Gas industry employee—Level 7

B.7.1 Role

[B.7.1 varied by PR994448 from 01Jan10]

Employees enter this level after considerable relevant experience subsequent to leaving school. Under broad direction they undertake work which is either specialised, skill based or utilises extended skill based abilities in positions demanding the exercise of independence.

B.7.2 General features

Employees are required to demonstrate proficiency in the application of theoretical or applied approaches and have accountability for their own work as defined. They will liaise with other departments in providing credible technical or administrative support.

Work roles will demand responsibility for decision-making and may involve basic diagnostic activities in problem solving and troubleshooting.

B.7.3 Knowledge

Entry to this level assumes trade and post trade qualifications or equivalent and experience in excess of the relevant requirements for levels 4, 5 and 6.

Tasks require detailed knowledge of work practices relevant to the work area and a sound knowledge of equipment, machines and tools utilised in the relevant role.

B.7.4 Positions included in the level are:

(a) Administration grade 7 (team leader)

The employee will be well trained in the systems relevant to the position. The employee will be responsible for the supervision of a team. The employee will have obtained qualifications through TAFE or equivalent.

(b) Gas installer grade 1

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate.

(c) Main layer grade 3

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate.

(d) Plant maintenance employee grade 5

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate.

B.8 Gas industry employee—Level 8

B.8.1 Role

[B.8.1 varied by PR994448 from 01Jan10]

Employees entering this level will be a competent and experienced employee. They undertake work which is either specialised or skill based. They may be required to exercise initiative and judgment where practices are not clearly defined.

B.8.2 General features

Work roles may include a range of activities or functions and may require the supervision of a team. There will be a need to apply specialist knowledge based on qualifications, previous training and experience in areas relevant to their discipline.

B.8.3 Knowledge

Entry to this level would assume qualifications in excess of those required for level 7 together with supervisory responsibilities.

Tasks require detailed knowledge of activities and work practices.

B.8.4 Positions included in this level are:

(a) Main layer grade 3 (team leader)

The employee must hold the relevant licences/trade qualification, and extensive experience to lay mains. The employee will be required to assign work and supervise other employees.

(b) Plant maintenance employee grade 5 (team leader)

These employees must have extensive experience with gas metering and pressure regulation. The employee will be required to assign work and supervise other employees.

(c) Gas installer supervisor

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate. The employee will be required to assign work and supervise other employees.

(d) Service person supervisor

The employee must hold the relevant gas and electrical licence/trade qualification, and experience in order to successfully service infrastructure. The employee will be required to assign work and supervise other employees.

Schedule C—Supported Wage System

[Varied by PR991569, PR994448, PR998748, PR510670, PR525068, PR537893, PR542181, 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 PR994448, PR998748, PR510670, PR525068, PR537893, 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 PR542181 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.6.1 varied by PR542181 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 PR994448, PR998748, PR510670, PR525068, PR537893, 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—School-based Apprentices

[Varied by PR991569, PR544227]

D.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.

D.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.

D.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.

D.4 For the purposes of clause D.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.

D.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.

D.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.

D.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.

[D.8 substituted by PR544227 ppc 01Jan14]

D.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.

[D.9 substituted by PR544227 ppc 01Jan14]

D.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.

[D.10 substituted by PR544227 ppc 01Jan14]

D.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.

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

Schedule E—National Training Wage

[Sched E inserted by PR994448 ppc 01Jan10; varied by PR991569, PR997959, PR509092, PR522923, PR536726, PR545787, PR551649, PR566736, PR579831; deleted by PR593844 ppc 01Jul17]

Schedule F—Part-day Public Holidays

[Sched F inserted by PR532631 ppc 23Nov12; renamed and varied by PR544519 ppc 21Nov13; renamed and varied by PR557581, PR573679, PR580863, PR598110, PR701683 ppc 21Nov18; varied by PR715186]

This schedule operates in conjunction with award provisions dealing with public holidays.

[F.1 varied by PR715186 ppc 18Nov19]

F.1 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[F.1(b) varied by PR715186 ppc 18Nov19]

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[F.1(c) substituted by PR715186 ppc 18Nov19]

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[F.1(d) varied by PR715186 ppc 18Nov19]

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[F.1(e) varied by PR715186 ppc 18Nov19]

(e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[F.1(f) varied by PR715186 ppc 18Nov19]

(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-

rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[F.1(g) varied by PR715186 ppc 18Nov19]

(g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

(h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the NES.

Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by PR583008 ppc 29Jul16]

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by PR583008 ppc 29Jul16]

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule I—Agreement for Time Off Instead of Payment for Overtime

[Sched I inserted by PR584107 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___