**Oil Refining and Manufacturing Award 2010**

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 December 2019 ([PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm)).

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

Schedule F—Part-day Public Holidays

Current review matter(s): [AM2014/47](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201447-annual-leave); [AM2014/80](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000072?m=AM2014/80); [AM2014/190](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014190-transitional); [AM2014/196](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014196-part-time); [AM2014/197](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014197-casual); [AM2014/300](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014300-award); [AM2014/301](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014301-public); [AM2015/1](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20151-family-and); [AM2015/2](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/am20152-family-friendly-work-arrangemen-0); [AM2016/13](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201613-annualised); [AM2016/15](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201615-plain-language); [AM2016/17](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201617-national); [AM2016/8](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20168-payment-wages)

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1. Application and Operation
2. Title

This award is the *Oil Refining and Manufacturing Award 2010*.

1. Commencement and transitional

[Varied by [PR991580](http://www.fwc.gov.au/awardsandorders/html/PR991580.htm), [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm)]

* 1. This award commences on 1 January 2010.
  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.
  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 [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm) ppc 04Dec13]

* 1. 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 [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm) ppc 04Dec13]

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

[2.6 varied by [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements:
     1. on its own initiative; or
     2. on application by an employer, employee, organisation or outworker entity covered by the modern award; or
     3. 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
     4. 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.

1. Definitions and interpretation

[Varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm), [PR503714](http://www.fwc.gov.au/awardsandorders/html/PR503714.htm), [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm), [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm)]

* 1. In this award, unless the contrary intention appears:

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

[Definition of **adult apprentice** inserted by [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm) ppc 01Jan14]

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

**afternoon shift** means any shift finishing after 7.00 pm and at or before midnight

[Definition of **agreement-based transitional instrument** inserted by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

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

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

**base rate of pay** has the meaning in the NES

**bulk liquid** means the liquid or gaseous form of petroleum, oil, hydrocarbons or incidental products

**bulk liquid terminal** means a terminal or storage facility where employees are engaged in the reception, handling, storage, preparation, distribution, bottling and packing of bulk liquids

**continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer

**continuous shiftworker** means an employee engaged in continuous shiftwork

**day shift** means any shift finishing after noon and at or before 7.00 pm

[Definition of **default fund employee** inserted by [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm) 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 [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm) 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 [PR503714](http://www.fwc.gov.au/awardsandorders/html/PR503714.htm) 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 [PR503714](http://www.fwc.gov.au/awardsandorders/html/PR503714.htm) 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](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

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

[Definition of **employer** substituted by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) 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 [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm) ppc 01Jan14]

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

**full rate of pay** has the meaning in the NES

**minimum weekly rate** means the minimum weekly rate of pay set out in clause 14—Minimum wages

[Definition of **MySuper product** inserted by [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm) 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](http://www.fwc.gov.au/awardmod/download/nes.pdf) of the *Fair Work Act 2009* (Cth)

**night shift** means any shift finishing after midnight and at or before noon

[Definition of **on-hire** inserted by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) 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

**shiftworker** means an employee for the time being required by the employer to work in a system of shifts, being day shifts, afternoon shifts, night shifts or any of them, or a continuous shiftworker

**standard rate** means the minimum weekly rate for a Maintenance tradesperson in clause 14—Minimum wages

[Definition of **transitional minimum wage instrument** inserted by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

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

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

1. Coverage

[Varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm)]

* 1. This industry award covers employers throughout Australia in the oil refining and manufacturing industry in respect of work by their employees in a classification in this award, to the exclusion of any other modern award.

Definition of oil refining and manufacturing industry

For the purposes of this clause, **oil refining and manufacturing** means:

* + 1. refining crude oil;
    2. manufacturing and blending petroleum products including:
       1. aviation fuels;
       2. bitumen;
       3. diesel;
       4. ethylene;
       5. gasoline;
       6. liquefied petroleum gas;
       7. lubricant base oils, greases and other related product lines; or
       8. solvents; and
    3. pipeline distribution of oil or petroleum products included in clause 4.2 to or from a terminal or storage facility owned and operated by a refinery employer or a related company, which is itself connected by pipeline to an oil refinery, and the operation of such a terminal or storage facility; and
    4. storage of bulk liquid at a bulk liquid terminal, provided that immediately prior to 1 January 2010, the employer of any employees at such terminal was bound by the *Oil and Gas Industry Bulk Liquid Terminals Award 2002* (AP822096CRV)*.*
  1. The award does not cover:
     1. employees engaged in exploration and/or drilling for hydrocarbons, preparatory work or development of an oil or gas field, extraction, separation, or production of hydrocarbons, or associated work covered by the *Hydrocarbons Industry (Upstream) Award 2010*;
     2. employees engaged as deck officers, marine engineer officers, ratings or catering staff on any vessel or as professional divers;
     3. employees engaged in commissioning, servicing, maintaining (including mechanical, electrical, fabricating or engineering and preparatory work), modifying, upgrading, or repairing facilities, plant and equipment other than when performed by employees of a refinery operator;
     4. employees engaged in transportation, storage, distribution, marketing and sale of products, other than where specifically included in clause 4.2 above;
     5. managerial employees;
     6. information technology professionals, professional engineers and scientists working as such;
     7. security, catering and cleaning employees; and
     8. employees engaged in the aviation industry.
  2. The award does not cover an employee excluded from award coverage by the Act.
  3. 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 [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

* 1. 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.
  2. 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.
  3. 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 [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

* 1. 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.

1. 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.

1. The National Employment Standards and this award

The [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf) and this award contain the minimum conditions of employment for employees covered by this award.

1. Individual flexibility arrangements

[Varied by [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm); 7—Award flexibility renamed and substituted by [PR610236](https://www.fwc.gov.au/documents/awardsandorders/html/pr610236.htm) ppc 01Nov18]

* 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:
     1. arrangements for when work is performed; or
     2. overtime rates; or
     3. penalty rates; or
     4. allowances; or
     5. annual leave loading.
  2. An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
  3. An agreement may only be made after the individual employee has commenced employment with the employer.
  4. An employer who wishes to initiate the making of an agreement must:
     1. give the employee a written proposal; and
     2. if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
  5. 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.
  6. An agreement must do all of the following:
     1. state the names of the employer and the employee; and
     2. identify the award term, or award terms, the application of which is to be varied; and
     3. set out how the application of the award term, or each award term, is varied; and
     4. 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
     5. state the date the agreement is to start.
  7. An agreement must be:
     1. in writing; and
     2. signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
  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.
  9. The employer must keep the agreement as a time and wages record and give a copy to the employee.
  10. The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
  11. An agreement may be terminated:
      1. at any time, by written agreement between the employer and the employee; or
      2. 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](http://www.legislation.gov.au/Series/C2009A00028)).

* 1. 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.
  2. 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.

1. Consultation and Dispute Resolution
2. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](http://www.fwc.gov.au/awardsandorders/html/pr546288.htm), 8—Consultation renamed and substituted by [PR610236](https://www.fwc.gov.au/documents/awardsandorders/html/pr610236.htm) ppc 01Nov18]

* 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:
     1. give notice of the changes to all employees who may be affected by them and their representatives (if any); and
     2. discuss with affected employees and their representatives (if any):
        1. the introduction of the changes; and
        2. their likely effect on employees; and
        3. measures to avoid or reduce the adverse effects of the changes on employees; and
     3. commence discussions as soon as practicable after a definite decision has been made.
  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:
     1. their nature; and
     2. their expected effect on employees; and
     3. any other matters likely to affect employees.
  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.
  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).
  5. In clause 8:

**significant effects**, on employees, includes any of the following:

* + 1. termination of employment; or
    2. major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
    3. loss of, or reduction in, job or promotion opportunities; or
    4. loss of, or reduction in, job tenure; or
    5. alteration of hours of work; or
    6. the need for employees to be retrained or transferred to other work or locations; or
    7. job restructuring.
  1. 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 [PR610236](https://www.fwc.gov.au/documents/awardsandorders/html/pr610236.htm) 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:

* + 1. 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
    2. 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.

1. Dispute resolution

[Varied by [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm); substituted by [PR610236](https://www.fwc.gov.au/documents/awardsandorders/html/pr610236.htm) ppc 01Nov18]

* 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](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
  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.
  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.
  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.
  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.
  6. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](http://www.legislation.gov.au/Series/C2009A00028) to use and that it considers appropriate for resolving the dispute.
  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.
  8. While procedures are being followed under clause 9 in relation to a dispute:
     1. work must continue in accordance with this award and the [Act](http://www.legislation.gov.au/Series/C2009A00028); and
     2. 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. Clause 9.8 is subject to any applicable work health and safety legislation.

1. Types of Employment and Termination of Employment
2. Types of employment

[Varied by [PR700592](https://www.fwc.gov.au/documents/awardsandorders/html/pr700592.htm)]

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

Full-time employment

A full-time employee is an employee who is engaged to work an average of 35 ordinary hours per week.

Part-time employment

* + 1. A part-time employee is an employee who:
       1. is engaged to work on specified days of the week for an average of fewer than 35 ordinary hours per week; and
       2. receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
    2. For each ordinary hour worked, a part-time employee will be paid no less than 1/35th of the minimum weekly rate of pay for the relevant classification in clause 14—Minimum wages.
    3. An employer must inform a part-time employee of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.

Casual employment

* + 1. A casual employee is one engaged and paid as such. A casual employee’s ordinary hours of work are the lesser of an average of 35 hours per week or the average hours required to be worked by the employer per week over the work cycle.
    2. For each hour worked, a casual employee will be paid no less than 1/35th of the minimum weekly rate of pay for their classification in clause 14—Minimum wages, plus a casual loading of 25%.
    3. The minimum engagement for a casual employee is four hours.
    4. The casual loading is paid instead of annual leave, paid personal/carer’s leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

Right to request casual conversion

[10.4 inserted by [PR700592](https://www.fwc.gov.au/documents/awardsandorders/html/pr700592.htm) ppc 01Oct18]

* + 1. 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.
    2. 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.
    3. 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.
    4. 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.
    5. Any request under this subclause must be in writing and provided to the employer.
    6. 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.
    7. Reasonable grounds for refusal include that:
       1. 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);
       2. it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;
       3. 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
       4. 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.
    8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
    9. 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.
    10. 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:
        1. the form of employment to which the employee will convert – that is, full-time or part-time employment; and
        2. if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2(c).
    11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
    12. 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.
    13. 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.
    14. 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.
    15. 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.
    16. 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.
    17. 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).

1. Termination of employment

[11 substituted by [PR610236](https://www.fwc.gov.au/documents/awardsandorders/html/pr610236.htm) ppc 01Nov18]

Note: The [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Notice of termination by an employee

* + 1. This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. 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.

* + 1. In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. 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.
    3. 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).
    4. Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

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.

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

1. Redundancy

[12 substituted by [PR706992](https://www.fwc.gov.au/documents/awardsandorders/html/pr706992.htm) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf). See sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Transfer to lower paid duties on redundancy

* + 1. Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
    2. The employer may:
       1. 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](http://www.legislation.gov.au/Series/C2009A00028) as if it were a notice of termination given by the employer; or
       2. 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).
    3. 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.

Employee leaving during redundancy notice period

* + 1. 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](http://www.legislation.gov.au/Series/C2009A00028).
    2. 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](http://www.legislation.gov.au/Series/C2009A00028) had they remained in employment until the expiry of the notice.
    3. 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.

Job search entitlement

* + 1. 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](http://www.legislation.gov.au/Series/C2009A00028) for the purpose of seeking other employment.
    2. 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.
    3. A statutory declaration is sufficient for the purpose of paragraph (b).
    4. An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
    5. This entitlement applies instead of clauses 11.2 and 11.3.

1. Minimum Wages and Related Matters
2. Classifications

The classifications under this award are set out in Schedule B—Classification and Structure.

1. Minimum wages

[Varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR997978](http://www.fwc.gov.au/awardsandorders/html/PR997978.htm), [PR509103](http://www.fwc.gov.au/awardsandorders/html/PR509103.htm), [PR522934](http://www.fwc.gov.au/awardsandorders/html/PR522934.htm), [PR536737](http://www.fwc.gov.au/alldocuments/PR536737.htm), [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm), [PR549883](https://www.fwc.gov.au/awardsandorders/html/PR549883.htm), [PR551660](http://www.fwc.gov.au/awardsandorders/html/PR551660.htm), [PR559293](http://www.fwc.gov.au/awardsandorders/html/PR559293.htm), [PR566750](https://www.fwc.gov.au/awardsandorders/html/PR566750.htm), [PR579851](https://www.fwc.gov.au/awardsandorders/html/PR579851.htm), [PR592170](http://www.fwc.gov.au/awardsandorders/html/PR592170.htm), [PR593852](http://www.fwc.gov.au/awardsandorders/html/pr593852.htm), [PR606397](https://www.fwc.gov.au/documents/awardsandorders/html/pr606397.htm), [PR707485](https://www.fwc.gov.au/documents/awardsandorders/html/pr707485.htm)]

Adult employees

[14.1 varied by [PR997978](http://www.fwc.gov.au/awardsandorders/html/PR997978.htm), [PR509103](http://www.fwc.gov.au/awardsandorders/html/PR509103.htm), [PR522934](http://www.fwc.gov.au/awardsandorders/html/PR522934.htm), [PR536737](http://www.fwc.gov.au/alldocuments/PR536737.htm), [PR551660](http://www.fwc.gov.au/awardsandorders/html/PR551660.htm), [PR566750](https://www.fwc.gov.au/awardsandorders/html/PR566750.htm), [PR579851](https://www.fwc.gov.au/awardsandorders/html/PR579851.htm), [PR592170](http://www.fwc.gov.au/awardsandorders/html/PR592170.htm), [PR606397](https://www.fwc.gov.au/documents/awardsandorders/html/pr606397.htm), [PR707485](https://www.fwc.gov.au/documents/awardsandorders/html/pr707485.htm) ppc 01Jul19]

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

|  | **Minimum weekly rate $** |
| --- | --- |
| **Refinery operations** |  |
| Trainee operator (level 1) | 757.50 |
| Outside operator (level 2) | 823.50 |
| Advanced outside operator (level 3) | 894.10 |
| Console operator (level 4) | 994.90 |
| Head operator (level 5) | 1073.80 |
|  |  |
| **Lubricants/bitumen plants and terminals** |  |
| Trainee (level 1) | 740.80 |
| Operator (competent) (level 2) | 785.20 |
| Operator (advanced) (level 3) | 821.50 |
| Specialist blender (level 4) | 857.50 |
| Head operator (level 5) | 893.40 |
|  |  |
| **Maintenance** |  |
| Tradesperson | 862.50 |
| Advanced tradesperson | 920.20 |
| Dual trade tradesperson | 986.80 |
| Maintenance co-ordinator | 1028.10 |
|  |  |
| **Clerical** |  |
| Level 1—Year 1 | 787.60 |
| Level 1—Year 2 | 826.60 |
| Level 1—Year 3 | 852.40 |
| Level 2—Year 1 | 862.50 |
| Level 2—Year 2 | 878.50 |
| Level 3 | 911.00 |
| Level 4 | 956.70 |
| Level 5 | 995.50 |

Junior employees

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

| **Age** | **% of adult rate** |
| --- | --- |
| 16 years or less | 75 |
| 17 years | 85 |
| 18 years or over | 100 |

Apprentices

[14.3 varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm); substituted by [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm), [PR549883](https://www.fwc.gov.au/awardsandorders/html/PR549883.htm) ppc 01Jan14]

* + 1. 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 following table:

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

[14.3(b) substituted by [PR566750](https://www.fwc.gov.au/awardsandorders/html/PR566750.htm) ppc 01Jul15]

* + 1. Apprentices who commenced their apprenticeship on or after 1 January 2014 will be entitled to the following percentage of the standard rate for their classification:

| **Year of apprenticeship** | **% of standard rate for apprentices who have not completed year 12** | **% of standard rate for apprentices who have completed year 12** |
| --- | --- | --- |
| 1st year | 50 | 55 |
| 2nd year | 60 | 65 |
| 3rd year | 75 | 75 |
| 4th year | 88 | 88 |

[New clause 14.4 inserted by [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm) ppc 01Jan14]

* + 1. 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 Tradesperson rate in clause 14.1, or the rate prescribed by clause 14.3(b) for the relevant year of the apprenticeship, whichever is the greater.
    2. The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1 or the rate prescribed by clause 14.3(b) for the relevant year of the apprenticeship, whichever is the greater.
    3. 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.

Apprentice conditions of employment

[New clause 14.5 inserted by [PR559293](http://www.fwc.gov.au/awardsandorders/html/PR559293.htm) ppc 01Jan15]

* + 1. Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
    2. 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.
    3. 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.
    4. 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.
    5. 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.
    6. An employer may meet its obligations under clause 14.4(e) by paying any fees and/or cost of textbooks directly to the RTO.
    7. 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.
    8. 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.
    9. 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.

Supported wage system

[14.4 renumbered as 14.5 by [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm) ppc 01Jan14; 14.5 renumbered as 14.6 by [PR559293](http://www.fwc.gov.au/awardsandorders/html/PR559293.htm) ppc 01Jan15]

See Schedule C

School-based apprentices

[14.5 renumbered as 14.6 by [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm) ppc 01Jan14; 14.6 renumbered as 14.7 by [PR559293](http://www.fwc.gov.au/awardsandorders/html/PR559293.htm) ppc 01Jan15]

See Schedule D

National training wage

[14.6 renumbered as 14.7 by [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm); 14.7 renumbered as 14.8 by [PR559293](http://www.fwc.gov.au/awardsandorders/html/PR559293.htm) ppc 01Jan15; substituted by [PR593852](http://www.fwc.gov.au/awardsandorders/html/pr593852.htm) ppc 01Jul17]

* + 1. Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[14.7(b) varied by [PR606397](https://www.fwc.gov.au/documents/awardsandorders/html/pr606397.htm), [PR707485](https://www.fwc.gov.au/documents/awardsandorders/html/pr707485.htm) ppc 01Jul19]

* + 1. 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 *Oil Refining and Manufacturing Award 2010* and not the *Miscellaneous Award 2010.*

1. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](http://www.fwc.gov.au/documents/documents/modern_awards/allowances/MA000072-all.pdf).

[Varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR998082](http://www.fwc.gov.au/awardsandorders/html/PR998082.htm), [PR509225](http://www.fwc.gov.au/awardsandorders/html/PR509225.htm), [PR523055](http://www.fwc.gov.au/awardsandorders/html/PR523055.htm), [PR536858](http://www.fwc.gov.au/alldocuments/PR536858.htm), [PR551781](http://www.fwc.gov.au/awardsandorders/html/PR551781.htm), [PR566882](http://www.fwc.gov.au/awardsandorders/html/PR566882.htm), [PR579576](http://www.fwc.gov.au/awardsandorders/html/PR579576.htm), [PR592330](http://www.fwc.gov.au/awardsandorders/html/PR592330.htm), [PR606552](https://www.fwc.gov.au/documents/awardsandorders/html/pr606552.htm), [PR704182](https://www.fwc.gov.au/documents/awardsandorders/html/pr704182.htm), [PR707711](https://www.fwc.gov.au/documents/awardsandorders/html/pr707711.htm)]

* 1. Allowances are all-purpose allowances only if expressly stated in this clause. Where an employee is paid by the hour, the allowance will be 1/35th of the weekly allowance.

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

Leading hand

A leading hand must be paid a weekly allowance of:

| **Leading hands in charge of:** | **% of the** [**standard rate**](#standard_rate) **per week** |
| --- | --- |
| 3–10 employees | 4.40 |
| 11–20 employees | 5.60 |
| More than 20 employees | 7.53 |

First aid allowance

An employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duties, will be paid a weekly first aid payment of 2% of the [standard rate](#standard_rate) per week.

Industry allowance for disabilities associated with the performance of particular tasks or work in particular conditions

* + 1. Employees (other than clerical employees) will be paid an all-purpose industry allowance of 4% of the [standard rate](#standard_rate) per week.
    2. The industry allowance recognises and is in payment for all aspects of work in the industry, including but not limited to the location and nature of oil, refining and manufacturing operations, boiler repairs, dirt, wet, height, confined spaces, call-in by phone, and all other disabilities not expressly dealt with under this clause.

Expenses incurred in the course of employment

Meal allowance for overtime work

[15.4(a) varied by [PR998082](http://www.fwc.gov.au/awardsandorders/html/PR998082.htm), [PR509225](http://www.fwc.gov.au/awardsandorders/html/PR509225.htm), [PR523055](http://www.fwc.gov.au/awardsandorders/html/PR523055.htm), [PR536858](http://www.fwc.gov.au/alldocuments/PR536858.htm), [PR551781](http://www.fwc.gov.au/awardsandorders/html/PR551781.htm), [PR566882](http://www.fwc.gov.au/awardsandorders/html/PR566882.htm), [PR579576](http://www.fwc.gov.au/awardsandorders/html/PR579576.htm), [PR592330](http://www.fwc.gov.au/awardsandorders/html/PR592330.htm), [PR606552](https://www.fwc.gov.au/documents/awardsandorders/html/pr606552.htm), [PR704182](https://www.fwc.gov.au/documents/awardsandorders/html/pr704182.htm), [PR707711](https://www.fwc.gov.au/documents/awardsandorders/html/pr707711.htm) ppc 01Jul19]

An employee will be paid a meal allowance of $14.70 on each occasion that the employee is entitled to a rest break during overtime work, provided that an allowance is not required to be paid if the employer provides a meal or meal-making facilities or if the employee was notified by the employer no later than the previous day or shift that the employee would be required to work overtime.

Tool allowance

[15.4(b) varied by [PR998082](http://www.fwc.gov.au/awardsandorders/html/PR998082.htm), [PR579576](http://www.fwc.gov.au/awardsandorders/html/PR579576.htm), [PR592330](http://www.fwc.gov.au/awardsandorders/html/PR592330.htm) ppc 01Jul17]

An employee who is required by the employer to supply and maintain tools ordinarily required in the performance of work will be paid an allowance of $15.29 per week.

Protective clothing and equipment allowance

[Numbered as 15.4(c)(i) by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

* + - 1. The employer will supply all protective clothing, footwear and equipment and replace it on a fair wear and tear basis.

[Numbered as 15.4(c)(ii) by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

* + - 1. Where additional purchases have received the prior approval of the employer, such as prescription safety glasses or hardened lenses, the employee will be reimbursed the cost upon proof of purchase.

Vehicle allowance

[15.4(d) varied by [PR523055](http://www.fwc.gov.au/awardsandorders/html/PR523055.htm), [PR536858](http://www.fwc.gov.au/alldocuments/PR536858.htm), [PR551781](http://www.fwc.gov.au/awardsandorders/html/PR551781.htm) ppc 01Jul14]

An employee who, with the prior approval of their employer, uses the employee’s own motor vehicle on the employer’s business, must be paid $0.78 per kilometre travelled.

Travelling, accommodation, living away from home and incidentals allowance

If not otherwise paid for by the employer, the employer will reimburse the employee for reasonable expenses actually incurred (with prior approval of the employer) in relation to transport or travel costs required by the employer to be incurred.

Adjustment of expense related allowances

* + 1. At the time of any adjustment to the [standard rate](#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.

[15.5(b) varied by [PR523055](http://www.fwc.gov.au/awardsandorders/html/PR523055.htm) ppc 01Jul12]

* + 1. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

1. District allowances

[Varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm); 16 deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Accident pay

[Varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR503714](http://www.fwc.gov.au/awardsandorders/html/PR503714.htm); 17 deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15; new 17 inserted by [PR571840](https://www.fwc.gov.au/awardsandorders/html/PR571840.htm) ppc 15Oct15]

Definitions

For the purposes of this clause, the following definitions will apply:

* + 1. **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers’ compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.
    2. **Injury** will be given the same meaning and application as applying under the applicable workers’ compensation legislation covering the employer.

Entitlement to accident pay

The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers’ compensation legislation for a maximum period of 52 weeks.

Calculation of the period

* + 1. The 52 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 52 week period.
    2. The termination by the employer of the employee’s employment within the 52 week period will not affect the employee’s entitlement to accident pay.
    3. For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

When not entitled to payment

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

Return to work

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

Redemptions

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

Damages independent of the Acts

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

Casual employees

For a casual employee, the weekly payment referred to in clause 17.1(a) will be calculated using the employee’s average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee’s average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

1. Higher duties

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

1. Payment of wages

[Varied by [PR610103](https://www.fwc.gov.au/documents/awardsandorders/html/pr610103.htm)]

* 1. The employer will pay the employee’s wages, penalties and allowances at a frequency which may be weekly, fortnightly or monthly by electronic funds transfer into the employee’s bank (or other recognised financial institution) nominated by the employee.
  2. An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.

Payment on termination of employment

[19.3 inserted by [PR610103](https://www.fwc.gov.au/documents/awardsandorders/html/pr610103.htm) ppc 01Nov18]

* + 1. The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
       1. the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
       2. all other amounts that are due to the employee under this award and the [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf).
    2. 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](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 117(2) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) 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](http://www.legislation.gov.au/Series/C2009A00028) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](http://www.legislation.gov.au/Series/C2009A00028), 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.

1. Annualised or aggregated wages or salary

[20 substituted and renamed by [PR994620](http://www.fwc.gov.au/awardsandorders/html/PR994620.htm)]

Application

* + 1. Clause 20.2 applies to all employees other than those engaged in a clerical classification.
    2. Clause 20.3 applies to all employees engaged in a clerical classification

Annualised salaries – non-clerical

* + 1. An employer and an employee may agree to enter into an annualised salary arrangement instead of any or all of the following provisions of this award:
       1. clause 14—Minimum wages;
       2. clause 15—Allowances;
       3. clause 24—Overtime and penalty rates; and
       4. clause 26.4(b)—Annual leave loading.
    2. Where an annualised salary is paid, the employer must specify in writing the annual salary that is payable and which of the provisions of this award will not apply as a result of the annualised salary arrangement.
    3. The annual salary must be no less than the amount the employee would have been entitled to receive under the rates and allowances prescribed by this award for the same hours worked. The annual salary is paid in full satisfaction of any obligation to otherwise make payments to the employee under this award and may be relied upon to set off any such obligation, whether of a different character or not.
    4. In addition to the requirements of clause 20.3, any written agreement under this clause must specify each separate component of the annualised wage or salary arrangement and any overtime or penalty assumptions and calculations commuted into the annualised arrangement.
    5. The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
    6. The agreement may be terminated:
       1. by the employer or the employee giving 12 months’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
       2. at any time, by written agreement between the employer and the individual employee.

Annualised Salaries – Clerical

* + 1. An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:
       1. clause 14—Minimum wages;
       2. clause 15—Allowances;
       3. clause 24—Overtime and penalty rates; and
       4. clause 26.4(b)—Annual leave loading.
    2. Where an annual salary is paid the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.
    3. The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
    4. The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
    5. For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 14—Minimum wages and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

1. Superannuation

[Varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm)]

Superannuation legislation

* + 1. 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.
    2. The rights and obligations in these clauses supplement those in superannuation legislation.

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.

Voluntary employee contributions

* + 1. 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 21.2.
    2. 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.
    3. The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

Superannuation fund

[21.4 varied by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:

* + 1. AustralianSuper;
    2. LUCRF Super;
    3. Tasplan;
    4. Sunsuper;

[21.4(e) varied by [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm) ppc 01Jan14]

* + 1. 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

[21.4(f) inserted by [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm) ppc 01Jan14]

* + 1. a superannuation fund or scheme which the employee is a defined benefit member of.

Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b):

* + 1. Paid leave—while the employee is on any paid leave;
    2. Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
       1. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
       2. the employee remains employed by the employer.

1. Hours of Work and Related Matters
2. Ordinary hours of work and rostering
   1. This clause supplements Division 3 of the NES which deals with maximum weekly hours.
   2. The ordinary hours of a full-time, part-time or casual employee will be in accordance with clause 10—Types of employment.

Employees other than shiftworkers

* + 1. Employees, other than shiftworkers, may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm, Monday to Friday. If the employer and an employee, or a majority of affected employees agree, up to 12 ordinary hours per day may be worked.
    2. An employer may agree with an individual employee or a majority of affected employees to alter the spread of hours in clause 22.3(a).

Shiftworkers

* + 1. Shiftworkers may be required to work a shift of up to 12 consecutive ordinary hours (including meal breaks).
    2. A shift system may be implemented or altered by the employer to meet the needs of the business. The employer may carry out operations up to 24 hours per day, and seven days of the week, having regard to the health and safety of employees.
    3. Employees may be required to change shifts or change between day work and shiftwork, and shiftwork and day work. An employee may be required to commence to perform or cease to perform shiftwork upon one week’s notice.

1. Breaks

Meal breaks and rest breaks

* + 1. An employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked.
    2. A shiftworker working 10 hours or less will be entitled to a paid meal break of 20 minutes per shift.
    3. A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.
    4. Breaks will be scheduled by the employee’s supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than five hours before the first meal is taken or between subsequent meal breaks if any.

Rest breaks during overtime

* + 1. An employee may take a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break.
    2. The employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.

Minimum break between work on successive day or shifts

Employees other than shiftworkers

* + - 1. When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.
      2. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
      3. If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

Shiftworkers

The required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 23.3(a)(i) to (iii) above.

1. Overtime and penalty rates

[Varied by [PR546051](http://www.fwc.gov.au/awardsandorders/html/PR546051.htm); [PR585480](http://www.fwc.gov.au/awardsandorders/html/PR585480.htm)]

Overtime payments—employees other than continuous shiftworkers

* + 1. Except where provided otherwise in this clause, an employee (other than a continuous shiftworker) will be paid the following additional payments for all work the employer requires them to perform in addition to their ordinary hours:
       1. 50% of the ordinary hourly base rate of pay for the first two hours and 100% of ordinary hourly base rate of pay thereafter, for overtime worked from Monday until Saturday;
       2. 100% of the ordinary hourly base rate of pay for overtime worked at any time on a Sunday; and
       3. 150% of the ordinary hourly base rate of pay for overtime worked on a public holiday.
    2. An employee recalled to work overtime after leaving the employer’s premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of four hours or will be paid for a minimum of four hours’ work in circumstances where the employee is engaged for a lesser period.

Overtime—continuous shiftworkers

A continuous shiftworker will be paid an additional payment for all work the employer requires them to perform in addition to ordinary hours of 100% of the ordinary hourly base rate of pay.

Method of calculation

* + 1. When computing overtime payments, each day or shift worked will stand alone.
    2. Any payments under this clause are in substitution of any other loadings or penalty rates.

Time off instead of payment for overtime

[24.4 substituted by [PR585480](http://www.fwc.gov.au/awardsandorders/html/PR585480.htm) ppc 16Sep16]

* + 1. 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.
    2. 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 24.4.
    3. An agreement must state each of the following:
       1. the number of overtime hours to which it applies and when those hours were worked;
       2. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
       3. 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;
       4. 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 24.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

* + 1. 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 24.4 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

* + 1. Time off must be taken:
       1. within the period of 6 months after the overtime is worked; and
       2. at a time or times within that period of 6 months agreed by the employee and employer.
    2. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
    3. 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.
    4. The employer must keep a copy of any agreement under clause 24.4 as an employee record.
    5. 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.
    6. 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 24.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

* + 1. If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 24.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.4.

Shiftwork penalties

* + 1. A shiftworker or continuous shiftworker whilst on afternoon shift or night shift must be paid a loading of 15% of the ordinary hourly base rate of pay, in respect of ordinary hours.
    2. A shiftworker on permanent afternoon shift must be paid a loading of 20% of the ordinary hourly base rate of pay, in respect of ordinary hours.
    3. A shiftworker or continuous shiftworker whilst on permanent night shift must be paid a loading of 30% of the ordinary hourly base rate of pay, in respect of ordinary hours.

Weekend work

An employee will be paid the following loadings for ordinary hours worked on a Saturday or Sunday:

* + 1. 50% of the ordinary hourly base rate of pay for the first two hours and 100% of the ordinary hourly base rate of pay thereafter for ordinary hours worked on a Saturday; and
    2. 100% of the ordinary hourly base rate of pay for hours worked at any time on a Sunday.

Public holidays

An employee will be paid a loading of 200% of the ordinary hourly base rate of pay for any ordinary hours worked on a public holiday.

1. Rostering
   1. An employer may vary an employee’s days of work or start and finish times to meet the needs of the business by giving at least 48 hours’ notice, or such shorter period as is agreed between the employer and an individual employee.
   2. Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours’ notice. These time periods may be reduced where agreed by the employer and the employee or at the direction of the employer where operational circumstances require.
   3. Employees may be required to perform reasonable handover work to ensure continuity of operations. An employee who is not relieved as scheduled at the end of a shift must continue working until relieved or authorised by the employer to finish work, such authorisation must not be unreasonably withheld.
   4. The employer must consult with directly affected employees about any changes made under this clause.

Emergency arrangements

Notwithstanding anything elsewhere contained in this clause, an employer may vary or suspend any roster arrangement immediately in the case of an emergency.

25A. Requests for flexible working arrangements

[25A inserted by [PR701475](https://www.fwc.gov.au/documents/awardsandorders/html/pr701475.htm) ppc 01Dec18]

25A.1 Employee may request change in working arrangements

Clause 25A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) 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 25A is an addition to s.65.

25A.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:

* + 1. the needs of the employee arising from their circumstances;
    2. the consequences for the employee if changes in working arrangements are not made; and
    3. 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)).

25A.3 What the written response must include if the employer refuses the request

Clause 25A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 25A.2.

* + 1. 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.
    2. If the employer and employee could not agree on a change in working arrangements under clause 25A.2, the written response under s.65(4) must:
       1. 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
       2. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

25A.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 25A.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.

25A.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 25A, can be dealt with under clause 9—Dispute resolution.

1. Leave and Public Holidays
2. Annual leave

[Varied by [PR567241](http://www.fwc.gov.au/awardsandorders/html/PR567241.htm), [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm)]

* 1. Annual leave is provided for in the NES.
  2. This clause of the award supplements the provisions of the NES which deal with annual leave. Annual leave does not apply to casual employees.
  3. For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

[26.4 deleted by [PR567241](http://www.fwc.gov.au/awardsandorders/html/PR567241.htm) ppc 27May15]

Payment for annual leave

[26.5 renumbered as 26.4 by [PR567241](http://www.fwc.gov.au/awardsandorders/html/PR567241.htm) ppc 27May15]

The amount to be paid to an employee prior to going on leave must be worked out on the basis of the greater of:

* + 1. what the employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances paid for all purposes (but excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred); or
    2. the employee’s minimum rate of pay for ordinary hours under clause 14—Minimum wages of this award plus an annual leave loading of 17.5%.

Electronic funds transfer (EFT) payment of annual leave

[New 26.5 inserted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave. The amount to be paid must be worked out in accordance with clause 26.4.

Taking of annual leave during shut-downs

[26.6 renumbered as 26.5 by [PR567241](http://www.fwc.gov.au/awardsandorders/html/PR567241.htm) ppc 27May15; 26.5 renumbered as 26.6 by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut-down, then the employee may be required to take leave without pay.

Excessive leave accruals: general provision

[26.7 renumbered as 26.6 by [PR567241](http://www.fwc.gov.au/awardsandorders/html/PR567241.htm) ppc 27May15; 26.6 renumbered as 26.7 by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16; 26.7 renamed and substituted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

Note: Clauses 26.7 to 26.9 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.

* + 1. 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 26.3).
    2. 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.
    3. Clause 26.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
    4. Clause 26.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

[New 26.8 inserted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

* + 1. If an employer has genuinely tried to reach agreement with an employee under clause 26.7(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.
    2. However, a direction by the employer under paragraph (a):
       1. 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 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account; and
       2. must not require the employee to take any period of paid annual leave of less than one week; and
       3. 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
       4. must not be inconsistent with any leave arrangement agreed by the employer and employee.
    3. The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
    4. 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 26.8(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.

Excessive leave accruals: request by employee for leave

[New 26.9 inserted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm); substituted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul17]

* + 1. If an employee has genuinely tried to reach agreement with an employer under clause 26.7(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.
    2. However, an employee may only give a notice to the employer under paragraph (a) if:
       1. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
       2. the employee has not been given a direction under clause 26.8(a) that, when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
    3. A notice given by an employee under paragraph (a) must not:
       1. 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 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account; or
       2. provide for the employee to take any period of paid annual leave of less than one week; or
       3. 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
       4. be inconsistent with any leave arrangement agreed by the employer and employee.
    4. 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 26.3) in any period of 12 months.
    5. The employer must grant paid annual leave requested by a notice under paragraph (a).

Taking of annual leave over an extended period

[26.8 renumbered as 26.7 by [PR567241](http://www.fwc.gov.au/awardsandorders/html/PR567241.htm) ppc 27May15; 26.7 renumbered as 26.8 by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16, 26.8 renumbered as 26.10 by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example, it may be agreed that the leave period is doubled and taken on half pay.

Annual leave in advance

[26.9 renumbered as 26.8 by [PR567241](http://www.fwc.gov.au/awardsandorders/html/PR567241.htm) ppc 27May15; 26.8 renumbered as 26.9 by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16; 26.9 renumbered as 26.11 by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16; renamed and substituted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

* + 1. 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.
    2. An agreement must:
       1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
       2. 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 26.11 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

* + 1. The employer must keep a copy of any agreement under clause 26.11 as an employee record.
    2. 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 26.11, 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.

Cashing out of annual leave

[26.12 inserted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16

* + 1. Paid annual leave must not be cashed out except in accordance with an agreement under clause 26.12.
    2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 26.12.
    3. 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.
    4. An agreement under clause 26.12 must state:
       1. the amount of leave to be cashed out and the payment to be made to the employee for it; and
       2. the date on which the payment is to be made.
    5. An agreement under clause 26.12 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.
    6. 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.
    7. An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
    8. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
    9. The employer must keep a copy of any agreement under clause 26.12 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 26.12.

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 26.12.

Note 3: An example of the type of agreement required by clause 26.12 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

1. Personal/carer’s leave and compassionate leave

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

1. Community service leave

Community service leave is provided for in the NES.

1. Public holidays

[Varied by [PR712202](https://www.fwc.gov.au/documents/awardsandorders/html/pr712202.htm)]

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

Substitution of public holidays

[29.2 substituted by [PR712202](https://www.fwc.gov.au/documents/awardsandorders/html/pr712202.htm) ppc 04Oct19]

* + 1. An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
    2. An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

[Note inserted by [PR712202](https://www.fwc.gov.au/documents/awardsandorders/html/pr712202.htm) ppc 04Oct19]

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

1. Leave to deal with Family and Domestic Violence

[30 inserted by [PR609390](https://www.fwc.gov.au/documents/awardsandorders/html/pr609390.htm) ppc 01Aug18]

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

Definitions

* + 1. 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:

* + - 1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
      2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
      3. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
    1. A reference to a spouse or de facto partner in the definition of family member in clause 30.2(a) includes a former spouse or de facto partner.

Entitlement to unpaid leave

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

* + 1. the leave is available in full at the start of each 12 month period of the employee’s employment; and
    2. the leave does not accumulate from year to year; and
    3. 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.

Taking unpaid leave

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

* + 1. is experiencing family and domestic violence; and
    2. 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.

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.

Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 29.2. The notice:

* + - 1. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
      2. must advise the employer of the period, or expected period, of the leave.

Evidence

An employee who has given their employer notice of the taking of leave under clause 29.2 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 30.4.

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.

Confidentiality

* + 1. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 30.6 is treated confidentially, as far as it is reasonably practicable to do so.
    2. Nothing in clause 29.2 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.

Compliance

An employee is not entitled to take leave under clause 29.2 unless the employee complies with clause 29.2.

1. —Transitional Provisions

[Varied by [PR991580](http://www.fwc.gov.au/awardsandorders/html/PR991580.htm), [PR503714](http://www.fwc.gov.au/awardsandorders/html/PR503714.htm)]

General

* + 1. The provisions of this schedule deal with minimum obligations only.
    2. The provisions of this schedule are to be applied:
       1. 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;
       2. when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
       3. 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
       4. when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

Minimum wages – existing minimum wage lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. 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.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. 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.
    3. 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.
    4. 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% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review.
    2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Minimum wages – existing minimum wage higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. 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.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. 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.
    3. 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.
    4. 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% |

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

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.

Loadings and penalty rates – existing loading or penalty rate lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. 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.

* + 1. 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.
    2. 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.
    3. 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% |

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

Loadings and penalty rates – existing loading or penalty rate higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. 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.

* + 1. 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.
    2. 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.
    3. 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% |

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

Loadings and penalty rates – no existing loading or penalty rate

* + 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.
    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.
    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% |

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

Former Division 2B employers

[A.8 inserted by [PR503714](http://www.fwc.gov.au/awardsandorders/html/PR503714.htm) ppc 01Jan11]

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

1. —Classification and Structure

[Varied by [PR991580](http://www.fwc.gov.au/awardsandorders/html/PR991580.htm), [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm)]

Classification and progression principles

Classification

In each of the classifications under this award it is a requirement that an employee must:

* + - 1. perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee’s ability and competence, including when required undertake lower level duties as well as performing tasks incidental to work at their level;
      2. acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
      3. use such tools and equipment as may be required, subject to the limit of the employee’s skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

Progression

An employee will progress through the classification levels subject to:

[B.1.2(d) and (e) renumbered as B.1.2(a) and (b) by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10]

* + - 1. possessing the applicable skills for the level; and
      2. being required by the employer to perform work at that level.

Progression to level 3 and above will be subject to the employee being appointed by the employer.

Refinery operations

| **Level** | **Task and functions** |
| --- | --- |
| **Trainee operator (level 1)** | A trainee operator is a refinery employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator. |
| **Outside operator (level 2)** | The basic functions and accountabilities of a refinery operator include:   * all tasks essential to ensuring that the process operates efficiently and safely; * carrying out basic maintenance tasks; and * identifying and prioritising services required from other personnel, both from inside and outside the production area, to ensure that the plant runs in an optimal manner.   The Outside operator level 2 is a refinery employee who carries out such duties as are required by the employer to operate, in a safe and efficient manner, all outside plant and equipment to which the employee is assigned.  These duties include:   * general housekeeping; and * isolation and preparation of equipment for maintenance and the use of such tools and appliances as may be necessary to conduct maintenance on equipment to ensure the continuity of the process.   The Outside operator will hold the relevant certificates of competency required for the area.  This classification also includes an employee engaged as a non‑graduate laboratory technician. |
| **Advanced outside operator (level 3)** | Qualifies in all respects for Advanced operator (level 2) and is competent to perform three or more jobs in the outside area. |
| **Console operator (level 4)** | The Console operator:   * is a refinery employee designated as such; * will have met the skill level requirements for level 2; * will hold the relevant certificates of competency required for the area; * is assigned to an area, panel or workstation as required; and * controls/co-ordinates unit operations and field operators, performing such duties independently without direct supervision when necessary.   The Console operator’s duties and responsibilities include:   * the operation of the control system of an operating area; * implementation of all operating programmes; * optimisation of unit performance using panel instruments, advanced controls and optimisers; * liaison with head operator or staff supervisor to ensure efficient and safe operation of the area; * liaison with other areas and departments to assist in the co‑ordination of refinery activities; * identification of system faults and the use of loop tuning software; * responsibility for the activation of shutdown devices and procedures; * assistance in the training of others; and * relieving the head operator and rotation in all positions to maintain skills when qualified. |
| **Head operator (level 5)** | The Head operator, who may also be styled as a facilitator or co‑ordinator, is a refinery employee designated as such. An employee at this level will have met the skill level requirements for level 3.  The Head operator’s duties and responsibilities include:   * taking charge of the safe, clean and effective operations of one unit or unit group of petroleum refining, treating or blending equipment; * control and supervision of the operators allocated to the unit or unit group. This will entail responsibility and accountability for the standards of work produced, monitoring the quality of work, goal setting, resolving operational problems, providing feedback in respect of performance and other work related matters, and responsibility for training of the operators allocated to the unit or unit group; * manipulation of the equipment to produce petroleum products within laid down specifications; * watching equipment to see that it is operating safely and without damage to itself; * keeping a log or record of operations as may be required; and * preparing a unit or unit group for mechanical inspection and maintenance as required. |

Lubricants/bitumen plants and terminals

| **Level** | **Task and functions** |
| --- | --- |
| **Trainee  (level 1)** | A trainee plant and terminal operator is an employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator. |
| **Operator (competent) (level 2)** | The duties of a plant and terminal operator include the following:   * pack filling of all products into containers; * drum filling including unloading, inspection, washing, painting, filling, capping and stencilling; * order assembly including correct handling, documentation, picking procedures and packaging; * stores procedures covering all aspects of stores operation; basic quality control knowledge and testing; * rail tank car loading; road vehicle loading; and * minor maintenance within scope of training; and general housekeeping.   In addition, a plant and terminal operator may perform the following duties:   * store operations (ordering, pick-up receipt, checking, storing, stocktaking and purchase liaison); * loading and discharge of bulk product using fixed or mobile pumping equipment; * forklift driving and operation and minor maintenance of other mechanical handling equipment; * cleaning, maintaining and reporting on the serviceability of hand and power tools; * crane chasing and dogging; * immediate mechanical and site maintenance function, including minor mechanical tasks; * tank farm operation including dipping and cleaning; * bunker attendance and tanker loading/discharging; and * assistance to tradespersons in any maintenance or project task. |
| **Operator (advanced) (level 3)** | A plant and terminal advanced operator is an employee who holds the appropriate specialist production competencies where required and is an experienced operator. An employee at this level will have met the skill level requirements for level 2.  In addition to level 2 duties, the advanced plant and terminal operator may perform the following duties:   * co-ordination of the activities in any one of the lube oil, sundries, bitumen, grease and warehousing facilities; * diagnosis of mechanical, hydraulic and pneumatic problems with any fixed equipment within the plant or  terminal to enable the optimum maintenance solution to be carried out; * in conjunction with engineers, modification of existing plant and machinery; * capacity to carry out advanced project work, when appropriate, which could involve upgrading or additions to any fixed assets; * capability to interpret and work from detailed drawings which will also entail compiling a material listing for the relevant task; and * organisation and supervision of the workforce, equipment and materials. |
| **Specialist blender (level 4)** | May perform specialist roles including:   * grease and special product blender; and * operation of all blending equipment. |
| **Head operator (level 5)** | A plant and terminal head operator, who may also be styled as a facilitator or co-ordinator, is designated as such and will be able to perform all duties at level 3. This employee is involved in the day to day running and organising of the plant. The head operator can perform all the duties of an Advanced operator but has a broader responsibility including control and supervision of the operators allocated to the unit such as responsibility and accountability for the standards of work, monitoring the quality of work, goal setting, resolving operations problems, providing feedback in respect of performance, the issue of work permits and other work related matters.  This position requires superior communication and organisational skills. Typical duties include:   * production scheduling; * administering leave; * hiring casual employees; and * providing guidance and training to others. |

Maintenance

| **Level** | **Task and functions** |
| --- | --- |
| **Maintenance tradesperson (level 1)** | An employee at this level will have been assessed as competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through the completion of a trade certificate, or through practical experience, which has equipped the employee with an equivalent level of skills and knowledge. |
| **Advanced tradesperson (single trade) (level 2)** | An employee at this level will have met the requirements for level 1 and been assessed as competent to perform tasks which require in depth skill or knowledge, or the employee is assessed as having the integration of a broad range of skills. The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.  The level of skills or knowledge required to perform this work will involve the completion of a post trade training appropriate for this level, or through the acquisition of practical skills and knowledge which has equipped the employee with the equivalent level of skills and knowledge. |
| **Dual trade tradesperson (level 3)** | An employee at this level will have met the requirements for level 2 and holds a dual trade qualification or equivalent prescribed post trade course used in the operation and has acquired additional knowledge enabling the employee to apply dual trade skills or an equivalent level of high precision specialised trade skills in one area.  An employee at this level: has high precision trade skills in more than one area; is qualified to work on machinery or equipment with complex mechanical, hydraulic, electrical circuitry or controls; and meets the skills requirements for tradespersons in accordance with the *Manufacturing and Associated Industries and Occupations Award 2010* for this level. |
| **Maintenance co-ordinator (level 4)** | A Maintenance co-ordinator is an employee designated as such.  An employee at this level may be required to hold qualifications necessary for level 3 and must have a good knowledge of all equipment, procedures and skills used with maintenance activity under their control. The employee will keep up to date with new technology as applied in the control of refinery or other plant operations.  The Maintenance co-ordinator is responsible for ensuring an efficient and cost-effective maintenance service including co‑ordination and planning of daily and long term maintenance requirements. This position also has control and supervision responsibilities in respect of tradespersons. This entails responsibility and accountability for the standards of work produced, monitoring the quality of work, goal setting, resolving maintenance problems, providing feedback in respect of performance and other work related matters and responsibility for training and guidance. |

Clerical

The classification criteria in this schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to this award. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee operates a word processor or typewriter they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

Level 1

Characteristics

* + - * 1. Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.
        2. Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.
        3. Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employees’ work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Typical duties/skills

Indicative typical duties and skills at this level may include:

* + - * 1. reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;
        2. maintenance of basic records;
        3. filing, collating, photocopying etc;
        4. handling or distributing mail including messenger service;
        5. recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc.; and
        6. the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

Level 2

Characteristics

* + - * 1. This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.
        2. Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.
        3. The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

Typical duties/skills

Indicative typical duties and skills at this level may include:

* + - * 1. reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation’s operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position;
        2. operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter;
        3. word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents;
        4. stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment;
        5. copy typing and audio typing;
        6. maintenance of records and/or journals including initial processing and recording relating to the following:
* reconciliation of accounts to balance;
* incoming/outgoing cheques;
* invoices;
* debit/credit items;
* payroll data;
* petty cash imprest system; and
* letters etc.;
  + - * 1. computer application involving use of a software package which may include one or more of the following functions:
* create new files and records;
* spreadsheet/worksheet;
* graphics;
* accounting/payroll file; and
* following standard procedures and using existing models/fields of information,
  + - * 1. arrange routine travel bookings and itineraries, make appointments; and
        2. provide general advice and information on the organisation’s products and services, e.g. front counter/telephone.

Level 3

Characteristics

* + - * 1. Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.
        2. Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

Typical duties/skills

Indicative typical duties and skills at this level may include:

* + - * 1. prepare cash payment summaries, banking reports and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger;
        2. provide specialised advice and information on the organisation’s products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills;
        3. \* apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
* create new files and records;
* maintain computer based records management systems;
* identify and extract information from internal and external sources; and/or
* use advanced word processing/keyboard functions,
  + - * 1. arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s); and
        2. application of specialist terminology/processes in professional offices.

\*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

Level 4

Characteristics

* + - * 1. Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a prerequisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.
        2. They exercise initiative, discretion and judgment at times in the performance of their duties.
        3. They are able to train employees in Levels 1–3 by personal instruction and demonstration.

Typical duties/skills

Indicative typical duties and skills at this level may include:

* + - * 1. secretarial/executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions;
        2. able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance;
        3. advising on/provide information on one or more of the following:
* employment conditions;
* workers compensation procedures and regulations;
* superannuation entitlements, procedures and regulations;
  + - * 1. \* applying one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:
* creating new files and records;
* maintaining computer based management systems;
* identifying and extract information from internal and external sources; and/or
* using of advanced word processing/keyboard functions.

\*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

Level 5

Characteristics

* + - * 1. Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.
        2. Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.
        3. They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.
        4. They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.
        5. The possession of relevant post secondary qualifications may be appropriate but are not essential.

Typical duties/skills

Indicative typical duties and skills at this level may include:

* + - * 1. apply knowledge of organisation’s objectives, performance, projected areas of growth, product trends and general industry conditions;
        2. application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents;
        3. provide reports for management in any or all of the following areas:
* account/financial;
* staffing;
* legislative requirements;
* other company activities, and
  + - * 1. administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

1. —Supported Wage System

[Varied by [PR991580](http://www.fwc.gov.au/awardsandorders/html/PR991580.htm), [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm)]

* 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](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm) ppc 01Jul15]

* 1. In this schedule:

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

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

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

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

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

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

Eligibility criteria

* + 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.
    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.

Supported wage rates

* + 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 [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. Provided that the minimum amount payable must be not less than $87 per week.
    2. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

* + 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.
    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.

Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm) ppc 04Dec13]

* + 1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[C.6.2 varied by [PR542192](http://www.fwc.gov.au/awardsandorders/html/PR542192.htm) ppc 04Dec13]

* + 1. 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.

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.

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.

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.

Trial period

* + 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.
    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 [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. The minimum amount payable to the employee during the trial period must be no less than $87 per week.
    2. Work trials should include induction or training as appropriate to the job being trialled.
    3. 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.

1. —School-based Apprentices

[Varied by [PR991580](http://www.fwc.gov.au/awardsandorders/html/PR991580.htm), [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm)]

* 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.
  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.
  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.
  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.
  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.
  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.
  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 [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm) ppc 01Jan14]

* 1. 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 [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm) ppc 01Jan14]

* 1. 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 [PR544275](http://www.fwc.gov.au/awardsandorders/html/PR544275.htm) ppc 01Jan14]

* 1. 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.
  2. School-based apprentices are entitled pro rata to all of the other conditions in this award.

1. —National Training Wage

[Inserted by [PR994532](http://www.fwc.gov.au/awardsandorders/html/PR994532.htm) from 01Jan10; varied by [PR991580](http://www.fwc.gov.au/awardsandorders/html/PR991580.htm), [PR997978](http://www.fwc.gov.au/awardsandorders/html/PR997978.htm), [PR509103](http://www.fwc.gov.au/awardsandorders/html/PR509103.htm), [PR522934](http://www.fwc.gov.au/awardsandorders/html/PR522934.htm), PR536737, [PR545787](http://www.fwc.gov.au/awardsandorders/html/PR545787.htm), [PR551660](http://www.fwc.gov.au/awardsandorders/html/PR551660.htm), [PR566750](https://www.fwc.gov.au/awardsandorders/html/PR566750.htm), [PR579851](https://www.fwc.gov.au/awardsandorders/html/PR579851.htm); deleted by [PR593852](http://www.fwc.gov.au/awardsandorders/html/pr593852.htm) ppc 01Jul17]

1. —Part-day Public Holidays

[Sched F inserted by [PR532631](http://www.fwc.gov.au/awardsandorders/html/pr532631.htm) ppc 23Nov12; renamed and varied by [PR544519](http://www.fwc.gov.au/awardsandorders/html/pr544519.htm) ppc 21Nov13; renamed and varied by [PR557581](http://www.fwc.gov.au/awardsandorders/html/PR557581.htm), [PR573679](http://www.fwc.gov.au/awardsandorders/html/PR573679.htm), [PR580863](http://www.fwc.gov.au/awardsandorders/html/PR580863.htm), [PR598110](http://www.fwc.gov.au/documents/awardsandorders/html/pr598110.htm), [PR701683](http://www.fwc.gov.au/documents/awardsandorders/html/pr701683.htm) ppc 21Nov18; varied by [PR712202](https://www.fwc.gov.au/documents/awardsandorders/html/pr712202.htm), [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm)]

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

[F.1 varied by [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm) ppc 18Nov19]

* 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:
     + 1. 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 [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm) ppc 18Nov19]

* + - 1. 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 [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm) ppc 18Nov19]

* + - 1. 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 [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm) ppc 18Nov19]

* + - 1. 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 [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm) ppc 18Nov19]

* + - 1. 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 [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm) ppc 18Nov19]

* + - 1. 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 [PR715192](https://www.fwc.gov.au/documents/awardsandorders/html/pr715192.htm) ppc 18Nov19]

* + - 1. 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.
      2. Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

[F.2 inserted by [PR712202](https://www.fwc.gov.au/documents/awardsandorders/html/pr712202.htm) ppc 04Oct19]

* 1. An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

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

1. —Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](http://www.fwc.gov.au/documents/documents/modern_awards/leave-in-advance-agreement.pdf).

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\_\_\_

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| *[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\_\_\_ |

1. —Agreement to Cash Out Annual Leave

[Sched H inserted by [PR583039](http://www.fwc.gov.au/awardsandorders/html/PR583039.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](http://www.fwc.gov.au/documents/documents/modern_awards/cash-out-agreement.pdf).

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\_\_\_ |

1. —Agreement for Time Off Instead of Payment for Overtime

[Sched I inserted by [PR585480](http://www.fwc.gov.au/awardsandorders/html/PR585480.htm) ppc 16Sep16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](http://www.fwc.gov.au/documents/documents/modern_awards/toil-agreement.pdf).

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\_\_\_