

# EXPOSURE DRAFT

## Oil Refining and Manufacturing Award 2014

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Oil Refining and Manufacturing Award 2010* (the Oil refining award) as at 29 September 2014. This exposure draft does not seek to amend any entitlements under the Oil refining award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/80](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Oil Refining and Manufacturing Award 2014*.
- 1.2 This award supersedes the *Oil Refining and Manufacturing Award 2010* but this does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the superseded award.
- 1.3 Schedule G—Definitions sets out definitions that apply in this award.
- 1.4 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

### 2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and entitlements in this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply.

### 3. Coverage

- 3.1 This award covers employers throughout Australia in the oil refining and manufacturing industry and their employees in the classifications listed in clause Schedule A—Classification Definitions to the exclusion of any other modern award.
- 3.2 **Oil refining and manufacturing industry** means:
  - (a) refining crude oil;
  - (b) manufacturing and blending petroleum products including:
    - (i) aviation fuels;
    - (ii) bitumen;
    - (iii) diesel;
    - (iv) ethylene;
    - (v) gasoline;
    - (vi) liquefied petroleum gas;
    - (vii) lubricant base oils, greases and other related product lines; or

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(viii) solvents; and

- (c) pipeline distribution of oil or petroleum products included in this definition 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
- (d) 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](#)].

**3.3** This award does not cover:

- (a) 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 2014*;
- (b) employees engaged as deck officers, marine engineer officers, ratings or catering staff on any vessel or as professional divers;
- (c) 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;
- (d) employees engaged in transportation, storage, distribution, marketing and sale of products, except for those employees engaged in operations or activities relating to the oil refining and manufacturing industry;
- (e) managerial employees;
- (f) information technology professionals, professional engineers and scientists working as such;
- (g) security, catering and cleaning employees; and
- (h) employees engaged in the aviation industry.

**3.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 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.

**3.5** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 3.1 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 in clause 3.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.

**3.6** This award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);

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

NOTE: Section [143\(7\)](#) of the Act describes classes of employees who are excluded from being covered by a modern award.

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

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

#### **4. Award flexibility**

This provision is being reviewed as a common issue

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 4.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).
- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions**

- 5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.
- 5.2** Facilitative provisions in this award are contained in the following clauses:
- (a) clause 8.2—Ordinary hours—Employees other than shiftworkers;
  - (b) clause 8.4—Rosters;
  - (c) clause 14.4—Time off instead of payment for overtime
  - (d) clause 14.5—Rest breaks during overtime; e;
  - (e) clause 15.6(a)—Taking of annual leave over an extended period;
  - (f) clause 15.7(a)—Annual leave in advance; and
  - (g) clause 18.4—Substitution of public holidays by agreement.

## **Part 2—Types of Employment and Classifications**

### **6. Types of employment**

- 6.1** Employees under this award will be employed in one of the following categories:
- (a) full-time;
  - (b) part-time; or
  - (c) casual.
- 6.2 Full-time employees**
- A full-time employee is engaged to work on specified days of the week an average of 35 ordinary hours per week.
- 6.3 Part-time employees**
- (a) A part-time employee:
    - (i) is engaged to work an average of less than 35 hours per week; and
    - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
  - (b) A part-time employee must be paid the ordinary hourly rate for each ordinary hour worked at the rate in clause 10—Minimum wages for the classification in which they are employed.
  - (c) An employer must inform a part-time employee of their ordinary hours of work and actual starting and finishing times on each day.

## 6.4 Casual employees

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) A casual employee's ordinary hours of work are the lesser of:
- (i) an average of 35 hours per week; or
  - (ii) the average hours the employee is required to work by the employer per week over the work cycle.
- (c) **Casual loading**
- (i) For each ordinary hour worked, a casual employee must be paid:
    - the ordinary hourly rate; and
    - a loading of 25% of the ordinary hourly rate,for the classification in which they are employed.
  - (ii) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.
  - (iii) The following provisions of this award do not apply to casual employees:

Parties are asked to provide a list of provisions that do not apply to casual employees.

(d) **Minimum engagement for casual employees**

The minimum engagement for a casual employee is 4 hours.

## 7. Classifications

- 7.1 A description of the classifications under this award is set out Schedule A—Classification Definitions.

Should the award state that the employer must advise their employees in writing of their classification and any changes to their classification?

## Part 3—Hours of Work

### 8. Ordinary hours of work and rostering

#### 8.1 Ordinary hours of work

- (a) This clause supplements Division 3 of the NES which deals with maximum weekly hours.
- (b) The ordinary hours of work for a full-time employee are an average of 35 ordinary hours per week.



- (c) The ordinary hours of work for a part-time or casual employee will be in accordance with clause 6—Types of employment.

## **8.2 Employees other than shiftworkers**

- (a) 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.
- (b) If the employer and an employee, or a majority of affected employees agree, up to 12 ordinary hours per day may be worked.
- (c) An employer may agree with an employee or a majority of affected employees to alter the spread of hours in clause 8.2(a).

## **8.3 Shiftworkers**

- (a) Shiftworkers may be required to work a shift of up to 12 consecutive ordinary hours (including meal breaks).
- (b) 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.
- (c) 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.

## **8.4 Rosters**

- (a) An employer may vary an employee's days of work or start and finish times to meet the needs of the business by giving the employee at least 48 hours' notice, or a shorter period as agreed to by the employer and an individual employee.
- (b) 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.
- (c) 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. Authorisation must not be unreasonably withheld.
- (d) The employer must consult with directly affected employees about any changes made under this clause in accordance with clause 22.2.
- (e) **Emergency arrangements**

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

## **9. Breaks**

### **9.1 Unpaid meal breaks—employees other than shiftworkers**

An employee other than a shiftworker is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked.

### **9.2 Paid meal breaks—shiftworkers**

- (a) A shiftworker working 10 hours or less will be entitled to a paid meal break of 20 minutes per shift.
- (b) A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.

### **9.3 Scheduling of breaks**

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 break is taken, or between subsequent meal breaks if any.

### **9.4 Minimum break between work on successive day or shifts**

#### **(a) Employees other than shiftworkers**

- (i) 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.
- (ii) 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 the absence.
- (iii) 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 that 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.

#### **(b) Shiftworkers**

Clauses 9.4(a)(i) to (iii) apply to shiftworkers as if the required period of consecutive hours off work is eight hours.

### **9.5 Breaks during overtime**

Breaks during overtime are provided in accordance with clause 14.5.

## Part 4—Wages and Allowances

### 10. Minimum wages

#### 10.1 Adult employees

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

Employee classification	Minimum weekly rate	Minimum hourly rate	Ordinary hourly rate <sup>1</sup>	Casual hourly rate <sup>1</sup>
	\$	\$	\$	\$
<b>Refinery operations</b>				
Trainee operator (level 1)	655.30	18.72	19.57	24.46
Outside operator (level 2)	712.50	20.36	21.21	26.51
Advanced outside operator (level 3)	773.60	22.10	22.95	28.69
Console operator (level 4)	860.70	24.59	25.44	31.80
Head operator (level 5)	928.90	26.54	27.39	34.24
<b>Lubricants/bitumen plants and terminals</b>				
Trainee (level 1)	640.90	18.31	19.16	23.95
Operator (competent) (level 2)	679.30	19.41	20.26	25.33
Operator (advanced) (level 3)	710.70	20.31	21.16	26.45
Specialist blender (level 4)	741.90	21.20	22.05	27.56
Head operator (level 5)	773.00	22.09	22.94	28.68
<b>Maintenance</b>				
Tradesperson (level 1)	746.20	21.32	22.17	27.71
Advanced tradesperson (level 2)	796.10	22.75	23.60	29.50
Dual trade tradesperson (level 3)	853.80	24.39	25.24	31.55
Maintenance co-ordinator (level 4)	889.50	25.41	26.26	32.83

<sup>1</sup> Ordinary hourly rate and casual hourly rate include the industry allowance payable to all employees for all purposes and are based on a 35 hour week.

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<b>Employee classification</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate<sup>2</sup></b>	<b>Casual hourly rate</b>
	\$	\$	\$
<b>Clerical</b>			
Level 1—Year 1	681.40	19.47	24.34
Level 1—Year 2	715.10	20.43	25.54
Level 1—Year 3	737.60	21.07	26.34
Level 2—Year 1	746.20	21.32	26.65
Level 2—Year 2	760.10	21.72	27.15
Level 3	788.20	22.52	28.15
Level 4	827.60	23.65	29.56
Level 5	861.30	24.61	30.76
<sup>2</sup> based on 35 hour week			

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

**10.2 Junior employees**

Where the law permits junior employees to perform work in the oil refining and manufacturing industry, an employer must pay a junior employee the following percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for their classification.

<b>Age</b>	<b>% of the adult weekly wage</b>
16 years or less	75
At 17 years	85
At 18 years or over	100

**10.3 Apprentices—other than adult apprentices**

(a) An employer must pay an apprentice who commenced work with the employer before 1 January 2014 the following percentage of the applicable adult weekly wage for their classification.

<b>Year of apprenticeship</b>	<b>% of the adult weekly wage</b>
1st year	45
2nd year	55
3rd year	75
4th year	88

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- (b) An employer must pay an apprentice who commenced work with the employer on or after 1 January 2014 the following percentage of the applicable adult weekly wage for their classification.

(i) From 1 January 2014:

<b>Year of apprenticeship</b>	<b>% of the adult weekly wage for apprentices who have not completed year 12</b>	<b>% of the adult weekly wage for apprentices who have completed year 12</b>
1st year	50	50
2nd year	60	60
3rd year	75	75
4th year	88	88

(ii) From the first pay period commencing on or after 1 January 2015:

<b>Year of apprenticeship</b>	<b>% of the adult weekly wage for apprentices who have not completed year 12</b>	<b>% of the adult weekly wage for apprentices who have completed year 12</b>
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	88	88

#### **10.4 Adult apprentices**

- (a) Adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship will be entitled to 80% of the Tradesperson rate in clause 10.1, or the rate prescribed by clause 10.3(b) for the relevant year of the apprenticeship, whichever is the greater.
- (b) 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 10.1 or the rate prescribed by clause 10.3(b) for the relevant year of the apprenticeship, whichever is the greater.
- (c) A person employed by an employer under this award in that enterprise for at least six months as a full-time employee (or 12 months as a part-time or regular and systematic casual employee) 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. 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 10.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

#### **10.5 School-based apprentices**

For school-based apprentices, see Schedule B—School-based Apprentices

**10.6 Higher duties**

- (a) 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.
- (b) If engaged for two hours or less during one day or shift, the employee must be paid the higher minimum rate for the time worked at the higher classification.

**10.7 Payment of wages**

- (a) Wages will be paid on a regular basis at intervals of one week, two weeks or one month by electronic funds transfer into the employee's bank or a recognised financial institution nominated by the employee.
- (b) 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.
- (c) Section [536](#) of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the performance of work. The [Fair Work Regulations 2009](#) specify the information that must be included in a pay slip.

**10.8 Annualised salaries—non-clerical employees**

- (a) 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:
  - (i) clause 10—Minimum wages (other than this clause 10.8);
  - (ii) clause 11—Allowances;
  - (iii) clause 13—Penalty rates;
  - (iv) clause 14—Overtime; and
  - (v) clause 15.3—Payment for annual leave.
- (b) 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 do not apply because of the annual salary arrangement.
- (c) **Annual salary not to disadvantage employees**
  - (i) 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.
  - (ii) 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.
- (d) In addition to the requirements of clause 10.8, 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 included in the annualised arrangement.

- (e) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
- (f) The agreement may be terminated:
  - (i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (ii) at any time, by written agreement between the employer and the individual employee.

#### **10.9 Annualised salaries—clerical employees**

- (a) The employer may pay an employee engaged in a clerical classification an annual salary instead of one or more of the following provisions of the award:
  - (i) clause 10—Minimum wages (other than clause 10.9);
  - (ii) clause 11—Allowances;
  - (iii) clause 13—Penalty rates;
  - (iv) clause 14—Overtime; and
  - (v) clause 15.3—Payment for annual leave.
- (b) Where the employer pays an annual salary to an employee the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award do not apply because of the payment of the annual salary.
- (c) **Annual salary not to disadvantage employees**

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 the period the employee worked).
- (d) The employer must review the annual salary of an employee at least annually to ensure that the compensation is appropriate having regard to the award provisions which do not apply due to the payment of the annual salary.

#### **10.10 Base rate of pay for employees on annual salary arrangements**

For the purposes of the NES, the base rate of pay of an employee receiving an annual salary comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 10—Minimum wages and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

#### **10.11 Supported wage system**

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.

#### **10.12 School-based apprentices**

For school-based apprentices, see Schedule E—School-based Apprentices.

**10.13 National training wage**

For employees undertaking a traineeship, see Schedule F—National Training Wage.

**11. Allowances**

**11.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

**11.2 Wage related allowances**

**(a) All purpose allowances**

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on leave. The following allowance is paid for all purposes under this award:

(i) industry allowance (clause 11.2(b)).

**(b) Industry allowance—other than clerical employees**

An industry allowance of **\$29.85** per week is payable to all employees (other than clerical employees) to compensate for the disabilities associated with the performance of particular tasks or work in particular conditions of the industry.

(i) The industry allowance is payable for all purposes.

(ii) 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.

**(c) 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 first aid payment of **\$14.92** per week.

**(d) Leading hand allowance**

A leading hand must be paid a weekly allowance of:

<b>Allowance</b>	<b>\$ per week</b>
Leading hand in charge of:	
3 to 10 employees	32.83
11 to 20 employees	41.79
More than 20 employees	56.19



### 11.3 Expense related allowances

#### (a) Meal allowance for overtime work

- (i) An employee will be paid a meal allowance of **\$13.23** on each occasion that the employee is entitled to a rest break during overtime work in accordance with clause 14—Overtime.
- (ii) The 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.

#### (b) Protective clothing and equipment allowance

- (i) The employer will supply all protective clothing, footwear and equipment and replace it on a fair wear and tear basis.
- (ii) 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.

#### (c) Vehicle allowance

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.

#### (d) Tool allowance

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 **\$14.69** per week.

#### (e) Travel, accommodation, living away from home and incidentals allowance

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

## 12. Superannuation

### 12.1 Superannuation legislation

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

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

## 12.2 Employer contributions

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

## 12.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (b) was made.

## 12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2 and pay the amount authorised under clauses 12.3(a) or (b) to the following superannuation funds:

- (a) AustralianSuper;
- (b) LUCRF Super;
- (c) Tasplan;
- (d) Sunsuper;
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (f) a superannuation fund or scheme of which the employee is a defined benefit member.

## 12.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, an employer must also make the superannuation contributions provided for in clause 12.2 and pay the employee the amount authorised under clauses 12.3(a) or (b):

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

## Part 5—Penalties and Overtime

### 13. Penalty rates

#### 13.1 Shiftwork definitions

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

**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

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

Should this clause include a definition of permanent shift (permanent shiftwork is not defined in the current award)?

**permanent shift** means a period of shiftwork where an employee works afternoon shift only or night shift only; remains on afternoon or night shift for longer than four consecutive weeks; or works on afternoon or night shift that does not rotate or alternate with another shift or with day work so as to give that employee at least one third of working time off the afternoon or night shift in each shift cycle

**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

#### 13.2 Calculation of penalties

Any payments under this clause are in substitution of any other loadings or penalty rates.

#### 13.3 Shiftwork penalties

- (a) A shiftworker or continuous shiftworker must be paid **115%** of the ordinary hourly rate for each ordinary hour worked on afternoon shift or night shift.
- (b) A shiftworker must be paid **120%** of the ordinary hourly rate for each ordinary hour worked on permanent afternoon shift.

Should clause 14.2(b) include ‘or continuous shiftworker’ after shiftworker?

- (c) A shiftworker or continuous shiftworker must be paid **130%** of the ordinary hourly rate for each ordinary hour worked on permanent night shift.

#### **13.4 Saturday work**

For all ordinary hours worked on a Saturday an employee will be paid:

- (a) **150%** of the ordinary hourly rate for the first two hours; and
- (b) **200%** of the ordinary hourly rate thereafter.

#### **13.5 Sunday work**

An employee will be paid **200%** of the ordinary hourly rate for all ordinary hours worked on a Sunday.

#### **13.6 Public holiday work**

An employee will be paid **300%** of the ordinary hourly rate for all ordinary hours worked on a public holiday.

### **14. Overtime**

#### **14.1 Definition of overtime**

- (a) For a full-time employee, overtime is any time worked in addition to the employees ordinary hours worked in accordance either clause 8—Ordinary hours of work and rostering.
- (b) For a part time employee, overtime is any time worked in excess of the part-time employee’s ordinary hours of work clause 6.3.

Does overtime apply to casual employees? If so, parties should makes submissions on the definition of overtime for casual employees

#### **14.2 Payment for working overtime—other than continuous shiftworkers**

##### **(a) Monday to Saturday**

Except where provided otherwise in clause 6.3, an employee will be paid for overtime worked on Monday to Saturday at the rate of:

- (i) **150%** of the ordinary hourly rate for the first two hours; and
- (ii) **200%** of ordinary hourly rate thereafter.

##### **(b) Sunday**

An employee will be paid **200%** of the ordinary hourly rate for overtime worked at any time on a Sunday.

##### **(c) Public holiday**

An employee will be paid **250%** of the ordinary hourly rate for overtime worked on a public holiday.

**(d) Recall**

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.

What rate applies to recall work under clause 14.2(d)?

**14.3 Payment for working overtime—continuous shiftworkers**

A continuous shiftworker will be paid **200%** of the ordinary hourly rate for all overtime the employer requires the continuous shiftworker to perform.

**14.4 Time off instead of payment for overtime**

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.
- (b) The employee may take one hour of time off for each hour of overtime worked, paid at the employee's ordinary hourly base rate of pay.

**14.5 Method of calculation**

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under this clause are in substitution of any other loadings or penalty rates.

**14.6 Rest breaks during overtime**

- (a) 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.
- (b) 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.

**14.7 Minimum break after overtime**

A minimum break after overtime is provided in accordance with clause 9.4.

## **Part 6—Leave, Public Holidays and Other NES Entitlements**

### **15. Annual leave**

This annual leave provision may be affected by [AM2014/47](#)

- 15.1** Annual leave is provided for in the NES. Casual employees are not entitled to paid annual leave. The NES provides for the accrual of four weeks paid leave per year (five weeks paid leave per year for shiftworkers as defined in clause 13.1). For the full NES annual leave entitlement see [ss.86–94](#) of the Act.

## 15.2 Additional leave for shiftworkers

- (a) 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.
- (b) Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

## 15.3 Payment for annual leave

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

- (a) what the employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances which are 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
- (b) the employee's minimum rate of pay for ordinary hours under clause 10— Minimum wages for the period of the annual leave, plus an annual leave loading of 17.5%.

## 15.4 Taking of annual leave during shut-downs

- (a) 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.
- (b) Where an employee does not have sufficient accrued annual leave for the period of a shut-down referred to in clause 15.4(a), the employer may require the employee to take leave without pay.

## 15.5 Taking of annual leave on excessive accrual

- (a) An employer may direct an employee who is not a continuous shiftworker to take paid annual leave if the employee has accrued more than eight weeks' paid annual leave, and the employer and employee are unable to reach agreement on the taking of the leave.
- (b) An employer may direct an employee who is a continuous shiftworker to take paid annual leave if they have accrued more than 10 weeks' paid annual leave, and the employer and the employee are unable to reach agreement on the taking of the leave.
- (c) Where an employer directs an employee to take paid annual leave under clause 15.5, the employer must give the employee at least 28 days' notice before the date the employee is required to commence the leave.
- (d) An employer must not direct an employee to take excess leave under clause 15.5 where the direction would result in the employee having less than one year's accrued annual leave entitlement.

**15.6 Taking of annual leave over an extended period**

- (a) An employer and employee may agree that the employee can take a period of paid annual 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.

**15.7 Annual leave in advance**

- (a) Where an employer and an employee agree, the employee may take a period of annual leave in advance of the entitlement to that leave accruing.
- (b) Where annual leave is taken in advance under this clause, the employee's leave balance will be reduced by an amount equivalent to the leave taken in advance as the employee's entitlement to paid annual leave accrues.
- (c) Where annual leave is taken in advance under this clause and the employee's employment terminates before the annual leave entitlement has accrued, the employer may make a corresponding deduction from any money due to the employee on termination of their employment.

**16. Personal/carer's leave and compassionate leave**

**16.1** Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave. The NES provides for:

- the accrual of 10 days' paid personal/carer's leave per year;
- 2 days' unpaid carer's leave (as required); and
- 2 days' paid (unpaid for casuals) compassionate leave (as required).

**16.2** For the full NES entitlement to personal/carer's leave and compassionate leave see [ss.95–107](#) of the Act.

**16.3** Personal/carer's leave and compassionate leave are not paid on termination of employment.

**17. Parental leave and related entitlements**

**17.1** Parental leave and related entitlements are provided for in the NES. The NES provides up to 12 months' unpaid leave to eligible employees, plus a right to request an additional 12 months' unpaid leave, plus other forms of maternity, paternity and adoption-related leave.

**17.2** For the full NES parental leave entitlement see [ss.67–85](#) of the Act.

**18. Public holidays**

**18.1** Public holiday entitlements are provided for in the NES. The NES provides a paid day off on each public holiday, except where reasonably requested to work. For the full NES public holiday entitlement see [ss.114–116](#) of the Act.

**18.2** A casual employee who does not work on a public holiday is not entitled to a paid day off.

**18.3** Where an employee works on a public holiday they will be paid in accordance with clause 13.6 or 14.2(c).

**18.4 Substitution of public holidays by agreement**

The employer and an employee or the majority of affected employees may agree in writing to substitute or a day or part-day for a day or part-day that would otherwise be a public holiday under the NES.

**19. Community service leave**

Community service leave is provided for in the NES. The NES provides unpaid leave for voluntary emergency activities and up to 10 days' paid leave for jury service (after 10 days, leave is unpaid). For the full NES community service leave entitlement see [ss.108–112](#) of the Act.

**20. Termination of employment**

**20.1** Notice of termination is provided for in the NES. The NES provides between one and four weeks' notice of termination based on length of service. Employees over 45 years old who have been with the employer for at least two years are entitled to an extra week's notice. For the full NES notice of termination entitlement see [ss.117–118](#) of the Act.

**20.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement for employees over 45 years old to give additional notice. If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

**20.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

**21. Redundancy**

**21.1** Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see [ss.119–122](#) of the Act.



**21.2** A **small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act.

**21.3 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

**21.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**21.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 20.3.

## **Part 7—Consultation and Dispute Resolution**

### **22. Consultation**

#### **22.1 Consultation regarding major workplace change**

**(a) Employers to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes

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provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employers to discuss change**

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 22.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

**22.2 Consultation about changes to rosters or hours of work**

- (a)** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b)** The employer must:
  - (i)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c)** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d)** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **23. Dispute resolution**

- 23.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 23.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## Schedule A—Classification Definitions

### A.1 Refinery operations

#### A.1.1 Classifications

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

- (a) 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;
- (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
- (c) 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.

#### A.1.2 Progression

An employee will progress through the classification levels subject to:

- (a) possessing the applicable skills for the level; and
- (b) 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.

#### A.1.3 Refinery operations

<b>Level</b>	<b>Task and functions</b>
<b>Trainee operator (level 1)</b>	A trainee operator is a refinery employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator.

<b>Level</b>	<b>Task and functions</b>
<b>Outside operator (level 2)</b>	<p>The basic functions and accountabilities of a refinery operator include:</p> <ul style="list-style-type: none"><li>• all tasks essential to ensuring that the process operates efficiently and safely;</li><li>• carrying out basic maintenance tasks; and</li><li>• 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.</li></ul>

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.

<b>Advanced outside operator (level 3)</b>	Qualifies in all respects for Advanced operator (level 2) and is competent to perform three or more jobs in the outside area.
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‘Advanced outside operator (Level 3)’ is defined as ‘in all respects for Advanced operator (level 2) and is competent to perform three or more jobs in the outside area’. It is not clear if this is meant to be ‘Advanced outside operator (level 3)’ or perhaps ‘Outside operator (level 2)’. There is no ‘Advanced operator (level 2)’ within the classification structure.

<b>Console operator (level 4)</b>	<p>The Console operator:</p> <ul style="list-style-type: none"><li>• is a refinery employee designated as such;</li><li>• will have met the skill level requirements for level 2;</li><li>• will hold the relevant certificates of competency required for the area;</li><li>• is assigned to an area, panel or workstation as required; and</li></ul>
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- 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.

#### A.1.4 Lubricants/bitumen plants and terminals

<b>Level</b>	<b>Task and functions</b>
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<b>Trainee (level 1)</b>	A trainee plant and terminal operator is an employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator.
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<b>Operator (competent) (level 2)</b>	The duties of a plant and terminal operator include the following: <ul style="list-style-type: none"><li>• pack filling of all products into containers;</li><li>• drum filling including unloading, inspection, washing, painting, filling, capping and stencilling;</li><li>• order assembly including correct handling, documentation, picking procedures and packaging;</li><li>• stores procedures covering all aspects of stores operation; basic quality control knowledge and testing;</li><li>• rail tank car loading; road vehicle loading; and</li><li>• minor maintenance within scope of training; and general housekeeping.</li></ul> In addition, a plant and terminal operator may perform the following duties: <ul style="list-style-type: none"><li>• store operations (ordering, pick-up receipt, checking, storing, stocktaking and purchase liaison);</li><li>• loading and discharge of bulk product using fixed or mobile pumping equipment;</li><li>• forklift driving and operation and minor maintenance of other mechanical handling equipment;</li><li>• cleaning, maintaining and reporting on the serviceability of hand and power tools;</li><li>• crane chasing and dogging;</li><li>• immediate mechanical and site maintenance function, including minor mechanical tasks;</li><li>• tank farm operation including dipping and cleaning;</li><li>• bunker attendance and tanker loading/discharging; and</li><li>• assistance to tradespersons in any maintenance or project task.</li></ul>
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<b>Level</b>	<b>Task and functions</b>
<b>Operator (advanced) (level 3)</b>	<p>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.</p> <p>In addition to level 2 duties, the advanced plant and terminal operator may perform the following duties:</p> <ul style="list-style-type: none"><li>• co-ordination of the activities in any one of the lube oil, sundries, bitumen, grease and warehousing facilities;</li><li>• 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;</li><li>• in conjunction with engineers, modification of existing plant and machinery;</li><li>• capacity to carry out advanced project work, when appropriate, which could involve upgrading or additions to any fixed assets;</li><li>• capability to interpret and work from detailed drawings which will also entail compiling a material listing for the relevant task; and</li><li>• organisation and supervision of the workforce, equipment and materials.</li></ul>
<b>Specialist blender (level 4)</b>	<p>May perform specialist roles including:</p> <ul style="list-style-type: none"><li>• grease and special product blender; and</li><li>• operation of all blending equipment.</li></ul>
<b>Head operator (level 5)</b>	<p>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.</p> <p>This position requires superior communication and organisational skills. Typical duties include:</p> <ul style="list-style-type: none"><li>• production scheduling;</li><li>• administering leave;</li></ul>



**Level Task and functions**

- hiring casual employees; and
- providing guidance and training to others.

**A.1.5 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.

<b>Level</b>	<b>Task and functions</b>
<b>Maintenance co-ordinator (level 4)</b>	<p>A Maintenance co-ordinator is an employee designated as such.</p> <p>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.</p> <p>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.</p>

## **A.2 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.

**A.2.1 Level 1**

**(a) Characteristics**

- (i) 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.
- (ii) 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.
- (iii) 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.

**(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

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

**A.2.2 Level 2**

**(a) Characteristics**

- (i) 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.
- (ii) 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.
- (iii) 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

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and/or provide assistance to less experienced employees at the same level.

**(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

- (i) 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;
- (ii) operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter;
- (iii) 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;
- (iv) stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment;
- (v) copy typing and audio typing;
- (vi) 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.;
- (vii) 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,
- (viii) arrange routine travel bookings and itineraries, make appointments; and

- (ix) provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

### A.2.3 Level 3

#### (a) Characteristics

- (i) 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.
- (ii) 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.

#### (b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) 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;
- (ii) 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;
- (iii) <sup>1</sup>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,
- (iv) 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
- (v) application of specialist terminology/processes in professional offices.

<sup>1</sup>These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

#### A.2.4 Level 4

##### (a) Characteristics

- (i) 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.
- (ii) They exercise initiative, discretion and judgment at times in the performance of their duties.
- (iii) They are able to train employees in Levels 1–3 by personal instruction and demonstration.

##### (b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) 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;
- (ii) 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;
- (iii) advising on/provide information on one or more of the following:
  - employment conditions;
  - workers compensation procedures and regulations;
  - superannuation entitlements, procedures and regulations;
- (iv) <sup>1</sup>applying 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 management systems;
  - identify and extract information from internal and external sources; and/or
  - use advanced word processing/keyboard functions.

<sup>1</sup>These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

**A.2.5 Level 5**

**(a) Characteristics**

- (i) Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) The possession of relevant post secondary qualifications may be appropriate but are not essential.

**(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

- (i) apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;
- (ii) 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;
- (iii) provide reports for management in any or all of the following areas:
  - account/financial;
  - staffing;
  - legislative requirements;
  - other company activities, and
- (iv) administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

**Schedule B—Summary of Hourly Rates of Pay**

**B.1 Ordinary hourly rate**

**B.1.1 Ordinary hourly rate** includes the industry allowance (clause 11.2(b)) which is payable to all employees except clerical employees, for all purposes.

**B.2 Full-time and part-time employees**

**B.2.1 Full-time and part-time employees—other than shiftworkers—ordinary and penalty rates**

	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
% of ordinary hourly rate					
	100%	150%	200%	200%	300%
	\$	\$	\$	\$	\$
<b>Refinery operations</b>					
Trainee operator (level 1)	19.57	29.36	39.14	39.14	58.71
Outside operator (level 2)	21.21	31.82	42.42	42.42	63.63
Advanced outside operator (level 3)	22.95	34.43	45.90	45.90	68.85
Console operator (level 4)	25.44	38.16	50.88	50.88	76.32
Head operator (level 5)	27.39	41.09	54.78	54.78	82.17
<b>Lubricants/bitumen plants and terminals</b>					
Trainee (level 1)	19.16	28.74	38.32	38.32	57.48
Operator (competent) (level 2)	20.26	30.39	40.52	40.52	60.78
Operator (advanced) (level 3)	21.16	31.74	42.32	42.32	63.48
Specialist blender (level 4)	22.05	33.08	44.10	44.10	66.15
Head operator (level 5)	22.94	34.41	45.88	45.88	68.82
<b>Maintenance</b>					
Tradesperson (level 1)	22.17	33.26	44.34	44.34	66.51
Advanced tradesperson (level 2)	23.60	35.40	47.20	47.20	70.80
Dual trade tradesperson (level 3)	25.24	37.86	50.48	50.48	75.72
Maintenance co-ordinator (level 4)	26.26	39.39	52.52	52.52	78.78
<b>Clerical</b>					
Level 1—Year 1	19.47	29.21	38.94	38.94	58.41
Level 1—Year 2	20.43	30.65	40.86	40.86	61.29
Level 1—Year 3	21.07	31.61	42.14	42.14	63.21
Level 2—Year 1	21.32	31.98	42.64	42.64	63.96
Level 2—Year 2	21.72	32.58	43.44	43.44	65.16



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	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
	<b>% of ordinary hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>300%</b>
	\$	\$	\$	\$	\$
Level 3	22.52	33.78	45.04	45.04	67.56
Level 4	23.65	35.48	47.30	47.30	70.95
Level 5	24.61	36.92	49.22	49.22	73.83

**B.2.2 Full-time and part-time employees other than shiftworkers—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	<b>% of ordinary hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
<b>Refinery operations</b>				
Trainee operator (level 1)	29.36	39.14	39.14	48.93
Outside operator (level 2)	31.82	42.42	42.42	53.03
Advanced outside operator (level 3)	34.43	45.90	45.90	57.38
Console operator (level 4)	38.16	50.88	50.88	63.60
Head operator (level 5)	41.09	54.78	54.78	68.48
<b>Lubricants/bitumen plants and terminals</b>				
Trainee (level 1)	28.74	38.32	38.32	47.90
Operator (competent) (level 2)	30.39	40.52	40.52	50.65
Operator (advanced) (level 3)	31.74	42.32	42.32	52.90
Specialist blender (level 4)	33.08	44.10	44.10	55.13
Head operator (level 5)	34.41	45.88	45.88	57.35
<b>Maintenance</b>				
Tradesperson (level 1)	33.26	44.34	44.34	55.43
Advanced tradesperson (level 2)	35.40	47.20	47.20	59.00
Dual trade tradesperson (level 3)	37.86	50.48	50.48	63.10
Maintenance co-ordinator (level 4)	39.39	52.52	52.52	65.65
<b>Clerical</b>				
Level 1—Year 1	29.21	38.94	38.94	48.68
Level 1—Year 2	30.65	40.86	40.86	51.08

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	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate			
Level 1—Year 3	31.61	42.14	42.14	52.68
Level 2—Year 1	31.98	42.64	42.64	53.30
Level 2—Year 2	32.58	43.44	43.44	54.30
Level 3	33.78	45.04	45.04	56.30
Level 4	35.48	47.30	47.30	59.13
Level 5	36.92	49.22	49.22	61.53

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**B.2.3 Shiftworkers—ordinary and penalty rates**

	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
% of ordinary hourly rate							
	115%	120%	130%	150%	200%	200%	300%
	\$	\$	\$	\$	\$	\$	\$
<b>Refinery operations</b>							
Trainee operator (level 1)	22.51	23.48	25.44	29.36	39.14	39.14	58.71
Outside operator (level 2)	24.39	25.45	27.57	31.82	42.42	42.42	63.63
Advanced outside operator (level 3)	26.39	27.54	29.84	34.43	45.90	45.90	68.85
Console operator (level 4)	29.26	30.53	33.07	38.16	50.88	50.88	76.32
Head operator (level 5)	31.50	32.87	35.61	41.09	54.78	54.78	82.17
<b>Lubricants / bitumen plants and terminals</b>							
Trainee (level 1)	22.03	22.99	24.91	28.74	38.32	38.32	57.48
Operator (competent) (level 2)	23.30	24.31	26.34	30.39	40.52	40.52	60.78
Operator (advanced) (level 3)	24.33	25.39	27.51	31.74	42.32	42.32	63.48
Specialist blender (level 4)	25.36	26.46	28.67	33.08	44.10	44.10	66.15
Head operator (level 5)	26.38	27.53	29.82	34.41	45.88	45.88	68.82
<b>Maintenance</b>							
Tradesperson (level 1)	25.50	26.60	28.82	33.26	44.34	44.34	66.51
Advanced tradesperson (level 2)	27.14	28.32	30.68	35.40	47.20	47.20	70.80
Dual trade tradesperson (level 3)	29.03	30.29	32.81	37.86	50.48	50.48	75.72
Maintenance co-ordinator (level 4)	30.20	31.51	34.14	39.39	52.52	52.52	78.78
<b>Clerical</b>							

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	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
	<b>% of ordinary hourly rate</b>						
Level 1—Year 1	22.39	23.36	25.31	29.21	38.94	38.94	58.41
Level 1—Year 2	23.49	24.52	26.56	30.65	40.86	40.86	61.29
Level 1—Year 3	24.23	25.28	27.39	31.61	42.14	42.14	63.21
Level 2—Year 1	24.52	25.58	27.72	31.98	42.64	42.64	63.96
Level 2—Year 2	24.98	26.06	28.24	32.58	43.44	43.44	65.16
Level 3	25.90	27.02	29.28	33.78	45.04	45.04	67.56
Level 4	27.20	28.38	30.75	35.48	47.30	47.30	70.95
Level 5	28.30	29.53	31.99	36.92	49.22	49.22	73.83

**B.2.4 Shiftworkers—overtime rates**

	Monday to Saturday		Sunday	Public holiday	Continuous shift worker
	First 2 hours	After 2 hours			Monday to Sunday
	<b>% of ordinary hourly rate</b>				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>	<b>200%</b>
	\$	\$	\$	\$	\$
<b>Refinery operations</b>					
Trainee operator (level 1)	29.36	39.14	39.14	48.93	39.14
Outside operator (level 2)	31.82	42.42	42.42	53.03	42.42
Advanced outside operator (level 3)	34.43	45.90	45.90	57.38	45.90
Console operator (level 4)	38.16	50.88	50.88	63.60	50.88
Head operator (level 5)	41.09	54.78	54.78	68.48	54.78
<b>Lubricants/bitumen plants and terminals</b>					
Trainee (level 1)	28.74	38.32	38.32	47.90	38.32
Operator (competent) (level 2)	30.39	40.52	40.52	50.65	40.52
Operator (advanced) (level 3)	31.74	42.32	42.32	52.90	42.32
Specialist blender (level 4)	33.08	44.10	44.10	55.13	44.10

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	Monday to Saturday		Sunday	Public holiday	Continuous shift worker
	First 2 hours	After 2 hours			Monday to Sunday
	% of ordinary hourly rate				
	150%	200%	200%	250%	200%
	\$	\$	\$	\$	\$
Head operator (level 5)	34.41	45.88	45.88	57.35	45.88
<b>Maintenance</b>					
Tradesperson (level 1)	33.26	44.34	44.34	55.43	44.34
Advanced tradesperson (level 2)	35.40	47.20	47.20	59.00	47.20
Dual trade tradesperson (level 3)	37.86	50.48	50.48	63.10	50.48
Maintenance co-ordinator (level 4)	39.39	52.52	52.52	65.65	52.52
<b>Clerical</b>					
Level 1—Year 1	29.21	38.94	38.94	48.68	38.94
Level 1—Year 2	30.65	40.86	40.86	51.08	40.86
Level 1—Year 3	31.61	42.14	42.14	52.68	42.14
Level 2—Year 1	31.98	42.64	42.64	53.30	42.64
Level 2—Year 2	32.58	43.44	43.44	54.30	43.44
Level 3	33.78	45.04	45.04	56.30	45.04
Level 4	35.48	47.30	47.30	59.13	47.30
Level 5	36.92	49.22	49.22	61.53	49.22

**B.3 Casual employees**

**B.3.1 Casual employees other than shiftworkers—ordinary and penalty rates**

	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
	% of ordinary hourly rate				
	125%	175%	225%	225%	325%
	\$	\$	\$	\$	\$
<b>Refinery operations</b>					

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	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
	<b>% of ordinary hourly rate</b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>325%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Trainee operator (level 1)	24.46	34.25	44.03	44.03	63.60
Outside operator (level 2)	26.51	37.12	47.72	47.72	68.93
Advanced outside operator (level 3)	28.69	40.17	51.64	51.64	74.59
Console operator (level 4)	31.80	44.52	57.24	57.24	82.68
Head operator (level 5)	34.24	47.94	61.63	61.63	89.02
<b>Lubricants/bitumen plants and terminals</b>					
Trainee (level 1)	23.95	33.53	43.11	43.11	62.27
Operator (competent) (level 2)	25.33	35.46	45.59	45.59	65.85
Operator (advanced) (level 3)	26.45	37.03	47.61	47.61	68.77
Specialist blender (level 4)	27.56	38.59	49.61	49.61	71.66
Head operator (level 5)	28.68	40.15	51.62	51.62	74.56
<b>Maintenance</b>					
Tradesperson (level 1)	27.71	38.80	49.88	49.88	72.05
Advanced tradesperson (level 2)	29.50	41.30	53.10	53.10	76.70
Dual trade tradesperson (level 3)	31.55	44.17	56.79	56.79	82.03
Maintenance co-ordinator (level 4)	32.83	45.96	59.09	59.09	85.35
<b>Clerical</b>					
Level 1—Year 1	24.34	34.08	43.81	43.81	63.28
Level 1—Year 2	25.54	35.76	45.97	45.97	66.40
Level 1—Year 3	26.34	36.88	47.41	47.41	68.48
Level 2—Year 1	26.65	37.31	47.97	47.97	69.29
Level 2—Year 2	27.15	38.01	48.87	48.87	70.59
Level 3	28.15	39.41	50.67	50.67	73.19
Level 4	29.56	41.39	53.21	53.21	76.86
Level 5	30.76	43.07	55.37	55.37	79.98

**B.3.2 Casual shiftworkers—ordinary and penalty rates**

	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
<b>% of ordinary hourly rate</b>							
	<b>140%</b>	<b>145%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>325%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Refinery operations</b>							
Trainee operator (level 1)	27.40	28.37	30.33	34.25	44.03	44.03	63.60
Outside operator (level 2)	29.69	30.75	32.87	37.12	47.72	47.72	68.93
Advanced outside operator (level 3)	32.13	33.28	35.58	40.17	51.64	51.64	74.59
Console operator (level 4)	35.62	36.89	39.43	44.52	57.24	57.24	82.68
Head operator (level 5)	38.35	39.72	42.46	47.94	61.63	61.63	89.02
<b>Lubricants / bitumen plants and terminals</b>							
Trainee (level 1)	26.82	27.78	29.70	33.53	43.11	43.11	62.27
Operator (competent) (level 2)	28.37	29.38	31.41	35.46	45.59	45.59	65.85
Operator (advanced) (level 3)	29.62	30.68	32.80	37.03	47.61	47.61	68.77
Specialist blender (level 4)	30.87	31.97	34.18	38.59	49.61	49.61	71.66
Head operator (level 5)	32.12	33.27	35.56	40.15	51.62	51.62	74.56
<b>Maintenance</b>							
Tradesperson (level 1)	31.04	32.14	34.36	38.80	49.88	49.88	72.05
Advanced tradesperson (level 2)	33.04	34.22	36.58	41.30	53.10	53.10	76.70
Dual trade tradesperson (level 3)	35.34	36.60	39.12	44.17	56.79	56.79	82.03
Maintenance co-ordinator (level 4)	36.77	38.08	40.71	45.96	59.09	59.09	85.35

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	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
% of ordinary hourly rate							
	140%	145%	155%	175%	225%	225%	325%
	\$	\$	\$	\$	\$	\$	\$
<b>Clerical</b>							
Level 1—Year 1	27.26	28.23	30.18	34.08	43.81	43.81	63.28
Level 1—Year 2	28.60	29.63	31.67	35.76	45.97	45.97	66.40
Level 1—Year 3	29.50	30.55	32.66	36.88	47.41	47.41	68.48
Level 2—Year 1	29.85	30.91	33.05	37.31	47.97	47.97	69.29
Level 2—Year 2	30.41	31.49	33.67	38.01	48.87	48.87	70.59
Level 3	31.53	32.65	34.91	39.41	50.67	50.67	73.19
Level 4	33.11	34.29	36.66	41.39	53.21	53.21	76.86
Level 5	34.45	35.68	38.14	43.07	55.37	55.37	79.98

**Schedule C— Summary of Monetary Allowances**

See clause 11—Allowances for full details of allowances payable under this award.

**C.1 Wage-related allowances:**

The wage related allowances in this award are based on the [standard rate](#) as defined in Schedule G—Definitions as the minimum weekly wage rate for a Maintenance Tradesperson in clause 10—Minimum wages = **\$746.20**.

Allowance	Clause	% of standard rate <b>\$746.20</b>	\$ per week
Industry allowance <sup>1</sup> —other than clerical employees	11.2(b)	4.00	29.85
First aid allowance	11.2(c)	2.00	14.92
Leading hand in charge of:	11.2(d)		
3 to 10 employees		4.40	32.83
11 to 20 employees		5.60	41.79
More than 20 employees		7.53	56.19

<sup>1</sup>This allowance applies for all purposes of this award.



**C.1.1 Adjustment of wage-related allowances**

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

**C.2 Expense related allowances**

The following expense related allowances will be payable to employees in accordance with clause 11.3:

Allowance	Clause	\$
Meal allowance— overtime	11.3(a)	13.23 per meal
Vehicle allowance	11.3(c)	0.78 per km
Tool allowance	11.3(d)	14.69 per week

**C.3 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the [standard rate](#), an expense related allowance will be increased by the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) For clause 11.3 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 index figure
Overtime 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

## Schedule D—Supported Wage System

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

**D.2** 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 Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### **D.3 Eligibility criteria**

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

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

### **D.4 Supported wage rates**

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

<b>Assessed capacity (clause D.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**D.4.2** Provided that the minimum amount payable must be not less than \$80 per week.

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

**D.5 Assessment of capacity**

**D.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**D.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

**D.6 Lodgement of SWS wage assessment agreement**

**D.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

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

**D.7 Review of assessment**

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

## **D.8 Other terms and conditions of employment**

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

## **D.9 Workplace adjustment**

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

## **D.10 Trial period**

**D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$80 per week.

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

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

## Schedule E—School-based Apprentices

- E.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.
- E.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.
- E.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.
- E.4** For the purposes of clause E.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.
- E.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.
- E.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.
- E.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.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule F—National Training Wage

### F.1 Title

This is the *National Training Wage Schedule*.

### F.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training

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package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**Year 10** includes any year before Year 10

### F.3 Coverage

- F.3.1** Subject to clauses F.3.2 to F.3.5 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause F.7 or by clause F.5.4 of this schedule.
- F.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.7.
- F.3.3** This schedule does not apply to:
- (a) the apprenticeship system;
  - (b) qualifications not identified in training packages; or
  - (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify “*any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997*” that they consider should not be covered by this Schedule.

- F.3.4** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- F.3.5** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- F.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- F.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**F.5 Minimum Wages**

**F.5.1 Minimum wages for traineeships**

**(a) Wage Level A**

Subject to clauses F.5.2 and F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time or part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A in clause F.7 are:

	Highest year of schooling completed					
	Year 10		Year 11		Year 12	
	Full-time per week	Part-time per hour	Full-time per week	Part-time per hour	Full-time per week	Part-time per hour
	\$	\$	\$	\$	\$	\$
School leaver	287.90	9.47	317.10	10.44	377.80	12.43
Plus 1 year out of school	317.10	10.44	377.80	12.43	439.60	14.47
Plus 2 years out of school	377.80	12.43	439.60	14.47	511.60	16.83
Plus 3 years out of school	439.60	14.47	511.60	16.83	585.80	19.26
Plus 4 years out of school	511.60	16.83	585.80	19.26		
Plus 5 or more years out of school	585.80	19.26				

**(b) Wage Level B**

Subject to clauses F.5.2 and F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time or part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B in clause F.7 are:

	Highest year of schooling completed					
	Year 10		Year 11		Year 12	
	Full-time per week	Part-time per hour	Full-time per week	Part-time per hour	Full-time per week	Part-time per hour
	\$	\$	\$	\$	\$	\$
School leaver	287.90	9.47	317.10	10.44	367.60	12.10
Plus 1 year out of school	317.10	10.44	367.60	12.10	422.80	13.91
Plus 2 years out of school	367.60	12.10	422.80	13.91	495.80	16.32
Plus 3 years out of school	422.80	13.91	495.80	16.32	565.60	18.61
Plus 4 years out of school	495.80	16.32	565.60	18.61		
Plus 5 or more years out of school	565.60	18.61				



(c) **Wage Level C**

Subject to clauses F.5.2 and F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time or part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C in clause F.7 are:

	Highest year of schooling completed					
	Year 10		Year 11		Year 12	
	Full-time per week	Part-time per hour	Full-time per week	Part-time per hour	Full-time per week	Part-time per hour
	\$	\$	\$	\$	\$	\$
School leaver	287.90	9.47	317.10	10.44	367.60	12.10
Plus 1 year out of school	317.10	10.44	367.60	12.10	413.80	13.61
Plus 2 years out of school	367.60	12.10	413.80	13.61	462.20	15.20
Plus 3 years out of school	413.80	13.61	462.20	15.20	515.00	16.94
Plus 4 years out of school	462.20	15.20	515.00	16.94		
Plus 5 or more years out of school	515.00	16.94				

(d) **AQF Certificate Level IV traineeships**

(i) Subject to clauses F.5.2 and F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time or part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time or part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses F.5.2 and F.5.3 of this schedule, the minimum wages for an adult trainee undertaking an AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship		Second and subsequent years of traineeship	
	Full-time per week	Part-time per hour	Full-time per week	Part-time per hour
	\$	\$	\$	\$
Wage Level A	608.30	20.01	631.90	20.79
Wage Level B	586.90	19.29	609.50	20.04
Wage Level C	534.10	17.57	554.30	18.24

(e) **School-based traineeships**

Subject to clauses F.5.2 and F.5.3 of this schedule, the minimum hourly wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to

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Wage Levels A, B or C traineeship by clause F.7 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.47	10.44

**F.5.2 Calculating the actual minimum wage**

- (a) For a full-time traineeship, where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.1(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (b) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses F.5.1(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (c) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.1(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**F.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

**F.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level in clause F.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

**F.6 Employment conditions**

- F.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays,

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provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

**F.6.2** A trainee 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.

**F.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause F.5.2(b) and not by this clause.

**F.6.4** Subject to clause F.3.4 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

**F.7 Allocation of Traineeships to Wage Levels**

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

The wage levels applying to training packages and their AQF certificate levels are:

**F.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III

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<b>Training package</b>	<b>AQF certificate level</b>
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III

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<b>Training package</b>	<b>AQF certificate level</b>
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**F.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II

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<b>Training package</b>	<b>AQF certificate level</b>
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III

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<b>Training package</b>	<b>AQF certificate level</b>
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

**F.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

## Schedule G—2013 Part-day public holidays

This provision is being reviewed in [AM2012/355](#)

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

- G.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2013) or New Year's Eve (31 December 2013) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
  - (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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



This schedule is an interim provision and subject to further review.

Draft

## Schedule H—Definitions

In this award, unless the contrary intention appears:

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

**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

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on leave (see clause 11.2(a))

**base rate of pay** has the meaning given by 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

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

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

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

**minimum weekly rate** means the minimum weekly rate of pay in clause 10—Minimum wages

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

**NES** means the National Employment Standards as contained in [ss.59 to 131](#) of the Act

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

**oil refining and manufacturing industry** means:

- (c) refining crude oil;
- (d) manufacturing and blending petroleum products including:
  - (i) aviation fuels;

- (ii) bitumen;
  - (iii) diesel;
  - (iv) ethylene;
  - (v) gasoline;
  - (vi) liquefied petroleum gas;
  - (vii) lubricant base oils, greases and other related product lines; or
  - (viii) solvents; and
- (e) pipeline distribution of oil or petroleum products included in this definition 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
- (f) 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](#)]

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

**ordinary hourly rate** means the hourly rate for an employee's classification specified in clause 10—Minimum wages, inclusive of the industry allowance. Note: the industry allowance does not apply to clerical employees.

**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 combination of them; or a continuous shiftworker

**small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act

**standard rate** means the minimum weekly rate for a Maintenance tradesperson in clause 10—Minimum wages