



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2019/17)

RAIL INDUSTRY AWARD 2010

[MA000015]

Rail industry

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

LOCATION, XX MONTH YEAR

4 yearly review of modern awards – Rail Industry Award 2010 – modern award varied.

A. Further to the decision [[\[2020\] FWCFB 690](#)] issued by the Full Bench of the Fair Work Commission on 14 February 2020, the *Rail Industry Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from 13 April 2020. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after 13 April 2020.

PRESIDENT

Rail Industry Award 20XX

Table of Contents

Part 1— Application and Operation of this Award	3
1. Title and commencement	3
2. Definitions	3
3. The National Employment Standards and this award	4
4. Coverage.....	5
5. Individual flexibility arrangements	6
6. Requests for flexible working arrangements.....	8
7. Facilitative provisions	9
Part 2— Types of Employment and Classifications.....	10
8. Types of employment.....	10
9. Full-time employees	10
10. Part-time employees	10
11. Casual employees	10
12. Classifications	13
Part 3— Hours of Work.....	13
13. Ordinary hours of work and rostering	13
14. Breaks.....	14
Part 4— Wages and Allowances	14
15. Minimum rates	14
16. Payment of wages.....	19
17. Annualised wage arrangements.....	20
18. Allowances	21
19. Superannuation.....	25
Part 5— Overtime and Penalty Rates.....	25
20. Overtime	25
21. Penalty rates	28
Part 6— Leave and Public Holidays.....	29
22. Annual leave.....	29
23. Personal/carer’s leave and compassionate leave	33

24.	Parental leave and related entitlements.....	33
25.	Community service leave.....	33
26.	Unpaid family and domestic violence leave	33
27.	Public holidays.....	33
Part 7— Consultation and Dispute Resolution		33
28.	Consultation about major workplace change.....	33
29.	Consultation about changes to rosters or hours of work.....	34
30.	Dispute resolution	35
Part 8— Termination of Employment and Redundancy		36
31.	Termination of employment	36
32.	Redundancy	37
Schedule A — Classification Definitions.....		39
Schedule B —Summary of Hourly Rates of Pay		47
Schedule C —Summary of Monetary Allowances		53
Schedule D —School-based Apprentices		55
Schedule E —Supported Wage System.....		56
Schedule F —Agreement for Time Off Instead of Payment for Overtime.....		59
Schedule G —Agreement to Take Annual Leave in Advance		60
Schedule H —Agreement to Cash Out Annual Leave.....		61

Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Rail Industry Award 2020*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. 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.

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 annual leave (see clause 18.4(a)).

base rate of pay is as defined in the [NES](#).

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](#).

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

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 the employee's classification specified in clause 15—Minimum rates, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes.

permanent night shift means where an employee:

- (a) during a period of engagement on shiftwork, works night shift only; or
- (b) remains on night shift for a longer period than 4 consecutive weeks; or

- (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle.

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

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

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

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

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

but does not include rolling stock.

rail infrastructure manager has the meaning given in clause 4.2(b).

rail transport operator has the meaning given in clause 4.2(a).

rolling stock manager has the meaning given in clause 4.2(c).

shiftwork means work performed by shiftworkers.

shiftworker means an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

standard rate means the minimum hourly rate for a Level 4 technical and infrastructure employee in clause 15.1.

3. The National Employment Standards and this award

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

- 3.2 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- 3.3 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

4. Coverage

4.1 This industry award covers employers throughout Australia who are rail transport operators—and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.

4.2 In this award, the following applies:

- (a) **rail transport operator** means a rail infrastructure manager and/or rolling stock manager;
- (b) **rail infrastructure manager** means the person who has effective management and control of rail infrastructure, whether or not the person:
 - (i) owns the rail infrastructure; or
 - (ii) has a statutory or contractual right to use the rail infrastructure or to control, or provide access to it;
- (c) **rolling stock manager** means a person who has effective management and control of the operation or movement of rolling stock on rail infrastructure for a particular railway.

4.3 The award does not cover employers and employees:

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

- (h) engaged in the provision of amusement park or related operations;
- (i) engaged in the provision of road transport where the transport is not operated by a rail transport operator;
- (j) engaged in the provision of ship or other transport; or
- (k) engaged in the operation of freight terminals, where the terminal is not operated by a Rail Transport Operator.

4.4 This award covers any employer which supplies labour on an [on-hire](#) basis to a rail transport operator 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. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for apprentices and/or trainees engaged by a rail transport operator and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (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.

4.7 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.

5. Individual flexibility arrangements

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

- (a) arrangements for when work is performed; or
- (b) overtime rates; or

- (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or

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

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

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

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

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

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

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions

7.1 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.

7.2 Facilitative provisions in this award are contained in the following clauses:

- (a) clause 13.1—Ordinary hours;
- (b) clause 17—Annualised wage arrangements;
- (c) clause 20.4—Time off instead of payment for overtime;
- (d) clause 22.7—Annual leave in advance; and
- (e) clause 22.8—Cashing out of annual leave.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award may be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee is:

- (a) engaged to work an average of less than 38 ordinary hours per week; and
- (b) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.2 For each ordinary hour worked, a part-time employee must be paid the ordinary hourly rate for their classification.

10.3 Before commencing part-time employment the employee and employer must agree on the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

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

10.5 All time worked in excess of the agreed hours will be paid in accordance with clause 20—Overtime.

11. Casual employees

11.1 A casual employee is an employee who is engaged and paid as a casual employee.

11.2 A casual employee's ordinary hours of work are the lesser of 38 hours per week or the hours required to be worked by the employer.

11.3 Casual loading

- (a) For each ordinary hour worked, a casual employee must be paid:
 - (i) the ordinary hourly rate; and
 - (ii) a loading of **25%** of the ordinary hourly rate.

11.4 Casual penalty rates

- (a) A casual employee will be paid **175%** of the ordinary hourly rate for the first 3 hours, and **225%** of the ordinary hourly rate thereafter, for any overtime hours worked on a Monday to Friday.
- (b) A casual employee will be paid **175%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a Saturday.
- (c) A casual employee will be paid **225%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a Sunday.

11.5 A casual employee will be paid **275%** of the ordinary hourly rate for any hours, ordinary and overtime, worked on a public holiday prescribed in section 115 of the [Act](#).

11.6 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.

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

11.8 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.8 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the

casual employee is not truly a regular casual employee as defined in clause 11.8(b);

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
 - (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
 - (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
 - (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.8, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
 - (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.8.
 - (o) Nothing in clause 11.8 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

- (p) Nothing in clause 11.8 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.8 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.8 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.8(q).

12. Classifications

The classifications definitions of employees under this award are set out at Schedule A—Classification Definitions.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 Ordinary hours

Clause 13 supplements Division 3 of the [NES](#) which deals with maximum weekly hours.

- (a) The ordinary hours of work for a full-time employee are an average of 38 hours per week.
- (b) The ordinary hours of work for a part-time or casual employee will be in accordance with clauses 10—Part-time employees and 11—Casual employees.
- (c) For the purposes of [section 63](#) of the [Act](#), an employee's weekly hours may be averaged over a period of up to 16 weeks.
- (d) Ordinary hours for day workers in Clerical, Administration and Professional classifications may be worked between 6.00 am and 6.30 pm.
- (e) Ordinary hours for day workers in Technical and Civil Infrastructure classifications may be worked between 6.00 am and 6.30 pm.
- (f) An employer and the majority of affected employees may agree to alter the spread of hours in clauses 13.1(d) and 13.1(e).
- (g) Employees may be required to work up to 10 ordinary hours per day. If the employer and majority of affected employees agree, up to 12 ordinary hours per day may be worked.

13.2 Rostering

- (a) The employer may change shift rosters or require an employee to work a different shift roster at the direction of the employer where operational circumstances require. The employer will provide the employee with as much notice as practicable prior to any change in the roster and, wherever possible, the employer will consult with the employee before any change to the roster is made.
- (b) The employer will arrange overtime work or shiftwork in a manner that ensures employees are provided with a break between work on successive days or shifts. The minimum break will reflect the operational requirements and conform to the principles of fatigue management.

14. Breaks

An employee may be rostered for an unpaid meal break of not less than 30 minutes during the course of an 8 hour shift provided that it does not interfere with operational requirements. Where an unpaid meal break is provided, the employee, where practical, should not be required to work more than 5 hours without a break.

Part 4—Wages and Allowances

15. Minimum rates

15.1 Adult rates

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

(a) Clerical, Administration and Professional (CAP)

Classification	Annual salary equivalent¹ (full-time employee)	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$	\$
Level 1 Rail Worker (CAP)	40,737	780.90	20.55
Level 2 Rail Worker (CAP)	44,133	846.00	22.26
Level 3 Rail Worker (CAP)	45,828	878.50	23.12
Level 4 Rail Worker (CAP)	47,858	917.40	24.14
Level 5 Rail Worker (CAP)	51,932	995.50	26.20

Classification	Annual salary equivalent¹ (full-time employee)	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$	\$
Level 6 Rail Worker (CAP)	55,662	1067.00	28.08
Level 7 Rail Worker (CAP)	59,053	1132.00	29.79
Level 8 Rail Worker (CAP)	66,507	1274.90	33.55
Level 9 Rail Worker (CAP)	79,732	1528.40	40.22

¹ Annual salaries are calculated by multiplying the relevant minimum weekly rate by 313 and then dividing the result by 6 (rounded to the nearest whole dollar).

(b) Operations (Op)

Classification	Annual salary equivalent¹ (full-time employee)	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$	\$
Level 1 Rail Worker (Op)	38,645	740.80	19.49
Level 2 Rail Worker (Op)	41,086	787.60	20.73
Level 3 Rail Worker (Op)	45,495	872.10	22.95
Level 4 Rail Worker (Op)	49,908	956.70	25.18
Level 5 Rail Worker (Op)	54,650	1047.60	27.57
Level 6 Rail Worker (Op)	58,416	1119.80	29.47

¹ Annual salaries are calculated by multiplying the relevant minimum weekly rate by 313 and then dividing the result by 6 (rounded to the nearest whole dollar).

(c) Technical and Civil Infrastructure (TCI)

Classification	Annual salary equivalent¹ (full-time employee)	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$	\$
Level 1 Rail Worker (TCI)	39,735	761.70	20.04
Level 2 Rail Worker (TCI)	41,274	791.20	20.82
Level 3 Rail Worker (TCI)	42,693	818.40	21.54

Classification	Annual salary equivalent¹ (full-time employee)	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$	\$
Level 4 Rail Worker (TCI)	44,994	862.50	22.70
Level 5 Rail Worker (TCI)	46,992	900.80	23.71
Level 6 Rail Worker (TCI)	49,084	940.90	24.76
Level 7 Rail Worker (TCI)	52,954	1015.10	26.71

¹ Annual salaries are calculated by multiplying the relevant minimum weekly rate by 313 and then dividing the result by 6 (rounded to the nearest whole dollar).

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of rates of pay including overtime and penalty rates.

15.2 Junior employee rates

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

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

15.3 Apprentices and trainee rates

- (a) The terms of this award apply to apprentices and trainees, subject to the provisions of an applicable contract of apprenticeship or training agreement operating under federal, State or Territory apprenticeship or training legislation.
- (b) Apprentices who commenced before 1 January 2014 will be entitled to the percentage of the applicable adult weekly rate for their classification as set out in the table below:

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

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

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

(d) Adult apprentice rates

- (i) The minimum wage of an [adult apprentice](#) who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be:
- 80% of the of the rate prescribed for either Level 4 Rail Worker (TCI) or Level 3 (Operations) (whichever is applicable); or
 - the rate prescribed by clause 15.3(c) for the relevant year of the apprenticeship,
- whichever is greater.
- (ii) The minimum wage of an [adult apprentice](#) who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be:
- the rate for the lowest adult classification in clause 15.1; or
 - the rate prescribed by clause 15.3(c) for the relevant year of the apprenticeship,
- whichever is greater.
- (iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an [adult apprentice](#) with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least 6 months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the [adult apprentice](#) must continue to receive the minimum rate that applies to the classification specified in clause 15.1 in which the [adult apprentice](#) was engaged immediately prior to entering into the training agreement.

(e) Apprentice conditions of employment

- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of

travelling to and from such training. Provided that clause 15.3(e) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (ii) For the purposes of clause 15.3(e)(i) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause 15.3(e)(i), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii) The amount payable by an employer under clause 15.3(e)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (iv) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (v) An employer may meet its obligations under clause 15.3(e)(iv) by paying any fees and/or cost of textbooks directly to the RTO.
- (vi) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (vii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause 15.3 operates subject to the provisions of Schedule D—School-based Apprentices.
- (viii) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

15.4 School-based apprentice rates

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

15.5 Higher duties

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

15.6 Supported wage system

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

15.7 National training wage

- (a) Schedule E to the [Miscellaneous Award 2010](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 2010](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 2010](#) is to be read as referring to the *Rail Industry Award 2020* and not the [Miscellaneous Award 2010](#).

16. Payment of wages

16.1 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.1(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: Clause 16.1(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

17. Annualised wage arrangements

17.1 Annualised wage instead of award provisions

- (a) An employer and a full-time employee may enter into a written agreement for the employee to be paid an annualised wage in satisfaction, subject to clause 17.1(c), of any or all of the following provisions of the award:
 - (i) clause 15—Minimum rates;
 - (ii) clause 18—Allowances;
 - (iii) clause 20—Overtime;
 - (iv) clause 21—Penalty rates; and
 - (v) clause 22.3—Payment for annual leave.
- (b) Where a written agreement for an annualised wage agreement is entered into, the agreement must specify:
 - (i) the annualised wage that is payable;
 - (ii) which of the provisions of this award will be satisfied by payment of the annualised wage;
 - (iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and
 - (iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 17.1(c).
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified in the agreement pursuant to clause 17.1(b)(iv), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.
- (d) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
- (e) The agreement may be terminated:
 - (i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between the employer and the individual employee.

17.2 Annualised wage not to disadvantage employees

- (a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).
- (b) The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.
- (c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 17.2(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

17.3 Base rate of pay for employees on annualised wage arrangements

For the purposes of the [NES](#), the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 15—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

18. Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 18.1** Employers must pay to an employee the allowances the employee is entitled to under clause 18.

NOTE: See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

18.2 Wage-related allowances—all employees

(a) First aid allowance

An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body will be paid an additional amount of **\$16.39** per week if appointed by their employer as a first aid officer.

(b) On-call allowance

- (i) Where the employer requires an employee to be on-call during a period off duty, the employee is entitled to an allowance of:
- \$11.21 per night; or
 - \$28.12 when on-call for a day and night.
- (ii) An employee is on-call when the employee has been instructed, prior to ceasing duty, that the employee is or may be required to perform duty by way of receiving or making telephone calls, or to return to duty, before the next normal time of commencing duty.
- (iii) Clause 18.2(b) does not apply to an employee who is not eligible for payment of overtime, except with the approval of the employer, or whose private telephone rental and local telephone call charges are paid by the employer.

18.3 Wage-related allowances—technical and civil infrastructure employees

(a) Rates not cumulative

Where an employee is entitled to more than one of the following allowances:

- Insulation materials (clause 18.3(h));
- Explosive powered tools (clause 18.3(i)); or
- Foundry allowance (clause 18.3(j));

the employer must pay only one allowance, namely the highest allowance.

(b) Special rates are not subject to penalty additions

The rates in clauses 18.3 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

- (c) Subject to clause 18.3(a), allowances in clause 18.3 are payable to apprentices and junior employees.

(d) Wet places

- (i) A wet work allowance of \$0.66 per hour must be paid to an employee working in any place where their clothing or boots become saturated by water, oil or another substance. This allowance is paid only for the part of the day or shift that the employee is required to work in wet clothing or boots.
- (ii) An employee is not entitled to the wet work allowance if the employee is provided with suitable and effective protective clothing and/or footwear by the employer.

(e) Confined spaces

An employee must be paid a confined space allowance of **\$0.86** per hour for each hour the employee works in a confined space.

(f) Dirty work

An employee must be paid a dirty work allowance of **\$0.66** per hour where the employee and the employee's supervisor agree that work is of an unusually dirty or offensive nature.

(g) Height money

A height allowance of **\$0.48** per hour is to be paid to an employee other than a linesperson, linesperson's assistant or rigger and splicer engaged in the construction, erection, repair and/or maintenance of structures at a height in each case of 15 metres or more directly above the nearest horizontal plane.

(h) Insulation materials

An employee must be paid an insulation materials allowance of **\$0.86** per hour if the employee handles loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise.

(i) Explosive powered tools

An employee must be paid an allowance of **\$1.70** per day for each day the employee is required to use explosive powered tools. Where an employee is required to use explosive powered tools for a period of less than a day, the employee will be paid an allowance of **\$0.22** per hour.

(j) Foundry allowance

(i) An employee must be paid an allowance of **\$0.50** per hour for each hour worked in a foundry, to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.

(ii) The foundry allowance is payable instead of any payment otherwise due under clause 18.3.

(iii) For the purposes of clause 18.3(j) foundry work means any operation in the production of castings by casting metal in a mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and, where carried on as an incidental process in connection with and in the course of the aforementioned production, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but does not include any operations performed in connection with:

- non-ferrous die casting (including gravity and pressure);
- casting of billets and/or ingots in metal moulds;

- continuous casting of metal into billets;
- melting of metal for use in printing; or
- refining of metal.

(iv) An employee is not entitled to be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the 8 hour period immediately following the cessation of foundry production.

18.4 Expense-related allowances—all employees

(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 annual leave. The following allowances are paid for [all purposes](#) under this award:

(i) Tool allowance (clause 18.4(b)).

(b) **Tool allowance**

(i) A tradesperson required to provide and maintain the tools ordinarily required by that trade in the performance of work as a tradesperson must be paid a tool allowance of **\$17.82** per week.

(ii) This allowance must be included in and form part of the employee's ordinary rate of pay.

(c) **Meal allowance**

A meal allowance of **\$16.93** will be paid to an employee who works more than 2 hours' overtime in a minimum of 10 hours on duty.

(d) **Relocation allowance**

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

(i) once only travel to the new location for the employee, spouse or de facto partner and dependants;

(ii) costs of removal and relocation, including furniture and effects, legal costs for sale and/or purchase of new dwellings; and

(iii) if unable to find permanent accommodation, reasonable payment of rent at temporary accommodation for a period of 6 weeks.

(e) **Travel and incidentals**

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

(f) Damage to clothing, spectacles, hearing aids and tools—technical and civil infrastructure employees

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

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

(g) Protective clothing and equipment—technical and civil infrastructure employees

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

19. Superannuation

19.1 Superannuation contributions for defined benefit members

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

Part 5—Overtime and Penalty Rates

20. Overtime

20.1 Definition of overtime

- (a) For a full-time employee, overtime is any time worked in excess of the employee's ordinary hours (see clause 13—Ordinary hours of work and rostering).
- (b) For a part-time employee, hours worked in excess of the employee's ordinary hours (agreed in accordance with clauses 10.3 and 10.5) will be paid at the appropriate overtime rate.

- (c) For a casual employee, overtime is any time worked in excess of the employee's ordinary hours (see clause 11.2).

20.2 Exclusions from overtime

- (a) An employee within the Clerical, Administrative and Professional classifications engaged on an annual salary equivalent that is at or above Level 7 will not be entitled to overtime.
- (b) An employee working overtime will not receive a shiftwork allowance in accordance with clause 21.2.

20.3 Overtime rates

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

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

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime rates.

20.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 20.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.4 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.4(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.4 will apply, including the requirement for separate written agreements under clause 20.4(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.4.

20.5 Call back

Where an employee is recalled to work overtime after leaving the employer's premises, the employee will be paid for a minimum of 4 hours.

21. Penalty rates

An employee will be paid the following penalty rates.

21.1 Definitions

- (a) **afternoon shift** means a shift that commences before 6.00 pm and concludes after 6.30 pm.
- (b) **early morning shift** means a shift that commences at or between 4.00 am and 5.30 am.
- (c) **night shift** means a shift that commences at or between 6.00 pm and 3.59 am.
- (d) permanent night shift means an employee who:
 - (i) during a period of engagement on shiftwork, works night shift only; or
 - (ii) remains on night shift for a longer period than 4 consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle.
- (e) **permanent night shiftworker** means an employee who regularly performs permanent night shift work.

21.2 Shiftwork allowances

- (a) For each hour worked on early morning shift or afternoon shift an employee will be paid **\$3.01**.
- (b) For each hour worked on night shift, an employee will be paid **\$3.57**.
- (c) For each hour worked on permanent night shift, an employee will be paid **\$6.78**.

NOTE: For the method of adjustment of these shiftwork allowances see Schedule C—Summary of Monetary Allowances.

21.3 Sunday work

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

21.4 Public holidays

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

21.5 Saturday work

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

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including penalty rates.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Clause 22 of the award supplements Division 6 of the [NES](#) which deals with annual leave.

22.2 For the purposes of Division 6 of the [NES](#) a shiftworker as defined in this award and a permanent night shiftworker are entitled to 5 weeks of paid annual leave.

22.3 Payment for annual leave

During a period of annual leave, the employer must pay the employee at the employee's base rate of pay plus:

(a) if the employee is not a [shiftworker](#), a loading of **17.5%** of the employee's base rate of pay for the period; or

(b) if the employee is a [shiftworker](#), a loading of **20%** of the employee's base rate of pay for the period.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

22.4 Excessive leave accruals: general provision

NOTE: Clauses 22.4 to 22.6 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- (c) Clause 22.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 22.5(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 22.5(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 22.5(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 22.5(d) may result in the direction ceasing to have effect. See clause 22.5(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22.6 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 22.6(a) if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 22.5(a) that, when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 22.6(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 22.6(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 22.6(a).

22.7 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 22.4 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.4 as an employee record.

- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.8 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.8.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.8 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.8 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.8.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.8.

NOTE 3: An example of the type of agreement required by clause 22.8 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

23. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

24. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

25. Community service leave

Community service leave is provided for in the [NES](#).

26. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

27. Public holidays

Public holidays are provided for in the [NES](#).

Part 7—Consultation and Dispute Resolution

28. Consultation about major workplace change

28.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and

- (c) commence discussions as soon as practicable after a definite decision has been made.

28.2 For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

28.3 Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

28.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 28.1(b).

28.5 In clause 28 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

28.6 Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

29. Consultation about changes to rosters or hours of work

29.1 Clause 29 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

29.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

29.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

29.4 The employer must consider any views given under clause 29.3(b).

29.5 Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

30. Dispute resolution

30.1 Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

30.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

30.3 If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

30.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.

30.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

30.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

30.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.

30.8 While procedures are being followed under clause 30 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

30.9 Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

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

31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In clause 31.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 31.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 31.1(b), then no deduction can be made under clause 31.1(d).
- (f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.

31.2 Job search entitlement

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

- (b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

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

32.1 Transfer to lower paid duties on redundancy

- (a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).
- (c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

32.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

32.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

- (c) A statutory declaration is sufficient for the purpose of clause 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.2.

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Schedule A— Classification Definitions

Clerical, Administrative and Professional Classifications

Preamble

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

Level	Tasks and Functions
1	<p>Employees at this level will include the initial recruit who may have limited relevant experience.</p>
	<ul style="list-style-type: none"> • Initially work is performed under close direction using established practices, procedures and instructions. • Employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate office equipment. • Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee’s work may be subject to checking at all stages. • The more experienced employee may be required to give assistance to less experienced employees in the same classification.
2	<p>Employees at this level are responsible and accountable for their own work which is performed within established guidelines and processes.</p>
	<ul style="list-style-type: none"> • In some situations detailed instructions may be necessary. • The employees may be required to exercise limited judgment and initiative within the range of their skills, training and knowledge. • The work of these employees may be subject to progress and final checking. • Employees may be required to check the work of and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level. • Employees at this level may have a certification in a relevant area of their duties.
3	<p>Employees at this level have achieved a standard to be able to perform some specialised or routine tasks or features of the work.</p>
	<ul style="list-style-type: none"> • 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. • 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.

Level	Tasks and Functions
	<ul style="list-style-type: none"> • Employees at this level would be able to train Level 1 and 2 employees by means of personal instruction and demonstration. • Employees will hold an associate diploma or equivalent allowing them to perform the specialised tasks. • This level will include university graduates within their first and second year post graduation with no prior industry relevant experience.
4	<p>Employees at this level will have achieved a level of organisational or industry specific knowledge sufficient for them to give general advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</p>
	<ul style="list-style-type: none"> • They would require only limited guidance or direction and would normally report to more senior staff as required. • They will exercise initiative, discretion and judgment at times in the performance of their duties. • 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. • They are able to train employees in Levels 1 to 3 by personal instruction and demonstration. • Employees at this level will have relevant tertiary qualifications or equivalent.
5	<p>Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities.</p>
	<ul style="list-style-type: none"> • Employees at this level will contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise. • They are responsible and accountable for their own work. • They may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operations problems and monitoring the quality of work produced. • They may be required to counsel staff for performance as well as work related matters. • 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 often exercise initiative, discretion and judgment in the performance of their duties. • Employees at this level will have relevant tertiary qualifications or equivalent.

Level	Tasks and Functions
6	<p>The employee would be undertaking detailed research and analysis, preparing documents such as complex estimates and reports.</p>
	<ul style="list-style-type: none"> • The employee would have specialist and detailed knowledge of systems such as timetabling, network operations and infrastructure configurations, accounting, human resources and applicable legislation. • An employee at this level would be expected to have a high level of verbal and written communication skills and interpersonal skills. • They would have the ability to analyse situations and take corrective action where required, applying problem-solving methodologies where applicable. • Whilst not necessarily working autonomously, the employee would be expected to be responsible for the accuracy and timeliness of their work without direct supervision.
7	<p>Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</p>
	<ul style="list-style-type: none"> • Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to provide specialist advice on a range of activities. • They will be required to contribute to the determination of objectives within the relevant field of their expertise. • They are responsible and accountable for their own work and will have delegated responsibility for the work under their control or supervision in terms of scheduling workloads, resolving operations problems and monitoring the quality of work produced. • They will be required to counsel staff for performance as well as work related matters. • At this level the employee would oversee resources to ensure maximum asset or staff utilisation such as crew rostering or timetable preparation. • The employee may be liaising with external stakeholders and may be preparing strategies to meet financial targets or correct adverse trends or assisting in developing budgets. • They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. • They are able to undertake the delivery of training courses. • They often exercise initiative, discretion and judgment in the performance of their duties. • Employees at this level will have relevant tertiary qualifications or equivalent.

Level	Tasks and Functions
8	The employee would be supervising the day-to-day activities of others and managing their rosters and relief.
	<ul style="list-style-type: none"> • They may be delivering training to others. • Employees at this level will provide expert interpretation of documents and legislation. • The employee would be liaising with senior managers on complex matters and provide specialised reports on payroll or budgets. • The employee would have strong interpersonal skills and an ability to work autonomously. • They would have a high level of knowledge of specialised computer systems. • The employee can be expected to have 4 years post-tertiary qualifications experience or equivalent in their specialised area.
9	The employee will provide guidance and direction to staff supervising others. The employee will have high level specialised skills.

Operations Classifications

Preamble

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

Level	Tasks and Functions
1	Employees at this level undertake and successfully complete standard induction training and will be required to:
	<ul style="list-style-type: none"> • Be responsible for personal safety and use the protective equipment provided to perform work safely. • Undertake a range of functions with a basic knowledge of policies, procedures and guidelines using a sound level of skill to perform the functions. • Perform routine customer service, presentation and operations duties requiring minimal judgment. • Undertake tasks with direct supervision and guidance.
2	Employees at this level will be required to:
	<ul style="list-style-type: none"> • Perform semi-skilled work using relevant plant and equipment. • Undertake a range of functions with a sound knowledge of policies, procedures and guidelines using a sound level of skill to perform the functions. • Exercise discretion within their skill level and be responsible for the quality of the work. • Provide some supervision of staff undertaking routine customer service, presentation and operations duties.

Level	Tasks and Functions
	<ul style="list-style-type: none"> • Be able to implement and direct safe working requirements. • Undertake tasks with supervision and guidance.
3	<p>Employees at this level will be required to:</p>
	<ul style="list-style-type: none"> • Undertake a range of functions with a detailed knowledge of policies, procedures and guidelines using a substantial level of skill to perform the functions. • Be able to plan tasks and select the appropriate equipment and procedures from known alternatives, taking responsibility for the work of others. • Apply skills and knowledge in complex but routine work situations where discretion and judgment are involved. • Understand and apply quality control techniques. • Have acquired skills and knowledge through completion of relevant trade level qualifications or have the practical experience which has equipped the employee with an equivalent level of skills and knowledge. • Exercise discretion within the scope of this level, undertake tasks with limited supervision and guidance and assist in the provision of on-the-job training.
4	<p>Employees at this level will have the level of skill or knowledge required to perform this work through the completion of a post trade certificate or equivalent, or through acquisition of practical skill and knowledge which has equipped the employee with the equivalent level of skill or knowledge. Employees will:</p>
	<ul style="list-style-type: none"> • Undertake a range of functions with a detailed knowledge of policies, procedures and guidelines using a substantial level of skill to perform the functions. • Be required to complete work of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations. • Supervise staff undertaking complex but routine work. • Be capable of the safe operation of locomotives and other rolling stock. • Undertake tasks with little supervision and guidance.
5	<p>Employees at this level will hold a trade level qualification used in the operations and have acquired additional knowledge by having satisfactorily completed a prescribed post trade course or achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means. Employees will:</p>
	<ul style="list-style-type: none"> • Undertake a range of functions with extensive knowledge of policies, procedures and guidelines using a high level of skill to perform the functions. • Be capable of: <ul style="list-style-type: none"> • providing the day-to-day leadership, direction, co-ordination and supervision of support staff; • working within budgets, co-ordinating or supervising others to optimise team performance; and

Level	Tasks and Functions
	<ul style="list-style-type: none"> • training staff in the performance of safety critical operations. • Tasks are undertaken with no supervision. • This level includes a locomotive freight driver when actually in driver only operation on a main line or the driver of a train exceeding 3,000 tonnes but less than 8,000 tonnes.
6	<p>Employees at this level hold specialist skills and knowledge in the operations and have completed trade and post trade certificate qualifications or equivalent achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means. The employee will:</p>
	<ul style="list-style-type: none"> • Undertake a range of functions with a detailed extensive knowledge of policies, procedures and guidelines using a high level of skill to perform the functions. • Be responsible for the delivery of safety critical operations. • Undertake tasks with no supervision and provide guidance and assistance to others. • Undertake functions including substantial leadership, direction, management and support of staff, but not the overall leadership and management of major/complex locations/terminals. • Be capable of delivering detailed training to others in the performance of complex but predictable functions. • This level includes a locomotive freight driver when actually the driver of a train of 8,000 tonnes.

Technical and Civil Infrastructure Classifications

Preamble

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

Level	Tasks and Functions
1	<p>An employee at this level performs routine duties essentially of a manual nature and to the level of their training. These include:</p>
	<ul style="list-style-type: none"> • Performing general labouring and cleaning duties. • Exercising minimal judgment. • Working under direct supervision. • Undertaking structured training so as to enable them to work at a Level 1. • Observes and applies all relevant rules, regulations, and instructions including attendance policies and instructions, rostered hours, wearing protective clothing, footwear and equipment, and safety and safeworking notices or instructions.

Level	Tasks and Functions
2	An employee at this level:
	<ul style="list-style-type: none"> • Works in accordance with standard operating procedures and established criteria. • Works under direct supervision either individually or in a team environment. • Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults. • Follows safe work practices and can report workplace hazards.
3	An employee at this level would have completed a Level I or Level II certificate or equivalent and is:
	<ul style="list-style-type: none"> • Responsible for the quality of their own work subject to routine supervision. • Works under routine supervision either individually or in a team environment. • Exercises discretion within their level of skills and training. • Assists in the provision of on-the-job training.
4	An employee at this level would possess a trade certificate (Certificate Level III) and is able to exercise the skills and knowledge of their trade so as to enable the employee to perform work within the scope of this level. An employee at this level:
	<ul style="list-style-type: none"> • Understands and applies quality control techniques. • Exercises good interpersonal and communication skills. • Exercises discretion within the scope of this level. • Performs work under limited supervision either individually or in a team environment. • Operates lifting equipment incidental to their work. • Performs non-trade tasks incidental to their work. • Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training. • Inspects products and/or materials for conformity with established operational standards.
5	An employee at this level would supervise non-trades staff (civil) or have experience in their trade stream and will be undertaking theoretical and practical training to attain qualifications for a Certificate Level IV. An employee at this level:
	<ul style="list-style-type: none"> • Provides limited technical guidance. • Prepares technical reports to the level of their competence. • Complies with quality and costs targets.

Level	Tasks and Functions
6	<p>An employee at this level would possess a Certificate Level IV and is able to exercise the skills and knowledge of their trade so as to enable the employee to perform work within the scope of this level. An employee at this level:</p>
	<ul style="list-style-type: none"> • Is able to provide trade guidance and assistance as part of a work team. • Provides training in conjunction with supervisors and trainers. • Understands and implements quality control techniques. • Works under limited supervision either individually or in a team environment. • Operates lifting equipment incidental to their work. • Performs non-trade tasks incidental to their work.
7	<p>An employee at this level:</p>
	<ul style="list-style-type: none"> • Provides technical guidance or assistance within the scope of this level. • Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence. • Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task. • Acts as a Work Group Leader (signals) or provides system supervision and assists in the provision of on-the-job training in conjunction with supervisors and trainers.

Schedule B—Summary of Hourly Rates of Pay

B.1 Full-time and part-time employees

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 18.4(a), this forms part of the employee’s ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 15.1. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

B.1.3 Full-time and part-time clerical, administration and professional (CAP) employees—ordinary and penalty rates

	Ordinary hours	Early morning/afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹						
	100%	100% + \$3.01	100% + \$3.57	100% + \$6.78	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1 Rail Worker (CAP)	20.55	23.56	24.12	27.33	30.83	41.10	51.38
Level 2 Rail Worker (CAP)	22.26	25.27	25.83	29.04	33.39	44.52	55.65
Level 3 Rail Worker (CAP)	23.12	26.13	26.69	29.90	34.68	46.24	57.80
Level 4 Rail Worker (CAP)	24.14	27.15	27.71	30.92	36.21	48.28	60.35
Level 5 Rail Worker (CAP)	26.20	29.21	29.77	32.98	39.30	52.40	65.50
Level 6 Rail Worker (CAP)	28.08	31.09	31.65	34.86	42.12	56.16	70.20
Level 7 Rail Worker (CAP)	29.79	32.80	33.36	36.57	44.69	59.58	74.48
Level 8 Rail Worker (CAP)	33.55	36.56	37.12	40.33	50.33	67.10	83.88
Level 9 Rail Worker (CAP)	40.22	43.23	43.79	47.00	60.33	80.44	100.55

¹ Rates in table are calculated on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.1.4 Full-time and part-time CAP employees—overtime rates

	Weekday – first 3 hours	Weekday – after 3 hours	Saturday – all day	Sunday – all day	Public holiday – all day
	% of ordinary hourly rate ¹				
	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$
Level 1 Rail Worker (CAP)	30.83	41.10	30.83	41.10	51.38
Level 2 Rail Worker (CAP)	33.39	44.52	33.39	44.52	55.65
Level 3 Rail Worker (CAP)	34.68	46.24	34.68	46.24	57.80
Level 4 Rail Worker (CAP)	36.21	48.28	36.21	48.28	60.35
Level 5 Rail Worker (CAP)	39.30	52.40	39.30	52.40	65.50
Level 6 Rail Worker (CAP)	42.12	56.16	42.12	56.16	70.20
Level 7 Rail Worker (CAP) ²	–	–	–	–	–
Level 8 Rail Worker (CAP) ²	–	–	–	–	–
Level 9 Rail Worker (CAP) ²	–	–	–	–	–

¹ Rates in table are calculated on the minimum hourly rate, see clauses B.1.1 and B.1.2.

² An employee engaged on a base rate of pay per annum that is at or above Level 7 will not be entitled to overtime, see clause 20.2.

B.1.5 Full-time and part-time technical and civil infrastructure (TCI) employees—ordinary and penalty rates

	Ordinary hours	Early morning/ afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹						
	100%	100% + \$3.01	100% + \$3.57	100% + \$6.78	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1 Rail Worker (TCI)	20.04	23.05	23.61	26.82	30.06	40.08	50.10
Level 2 Rail Worker (TCI)	20.82	23.83	24.39	27.60	31.23	41.64	52.05
Level 3 Rail Worker (TCI)	21.54	24.55	25.11	28.32	32.31	43.08	53.85
Level 4 Rail Worker (TCI)	22.70	25.71	26.27	29.48	34.05	45.40	56.75
Level 5 Rail Worker (TCI)	23.71	26.72	27.28	30.49	35.57	47.42	59.28

	Ordinary hours	Early morning/afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹						
	100%	100% + \$3.01	100% + \$3.57	100% + \$6.78	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 6 Rail Worker (TCI)	24.76	27.77	28.33	31.54	37.14	49.52	61.90
Level 7 Rail Worker (TCI)	26.71	29.72	30.28	33.49	40.07	53.42	66.78

¹ Rates in table are calculated on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.1.6 Full-time and part-time TCI employees—overtime rates

	Weekday – first 3 hours	Weekday – after 3 hours	Saturday – all day	Sunday – all day	Public holiday – all day
	% of ordinary hourly rate ¹				
	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$
Level 1 Rail Worker (TCI)	30.06	40.08	30.06	40.08	50.10
Level 2 Rail Worker (TCI)	31.23	41.64	31.23	41.64	52.05
Level 3 Rail Worker (TCI)	32.31	43.08	32.31	43.08	53.85
Level 4 Rail Worker (TCI)	34.05	45.40	34.05	45.40	56.75
Level 5 Rail Worker (TCI)	35.57	47.42	35.57	47.42	59.28
Level 6 Rail Worker (TCI)	37.14	49.52	37.14	49.52	61.90
Level 7 Rail Worker (TCI)	40.07	53.42	40.07	53.42	66.78

¹ Rates in table are calculated on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.1.7 Full-time and part-time Operations (Op) employees—ordinary and penalty rates

	Ordinary hours	Early morning/afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹						
	100%	100% + \$3.01	100% + \$3.57	100% + \$6.78	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1 Rail Worker (Op)	19.49	22.50	23.06	26.27	29.24	38.98	48.73
Level 2 Rail Worker (Op)	20.73	23.74	24.30	27.51	31.10	41.46	51.83

Rail Industry Award 20XX

	Ordinary hours	Early morning/afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹						
	100%	100% + \$3.01	100% + \$3.57	100% + \$6.78	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 3 Rail Worker (Op)	22.95	25.96	26.52	29.73	34.43	45.90	57.38
Level 4 Rail Worker (Op)	25.18	28.19	28.75	31.96	37.77	50.36	62.95
Level 5 Rail Worker (Op)	27.57	30.58	31.14	34.35	41.36	55.14	68.93
Level 6 Rail Worker (Op)	29.47	32.48	33.04	36.25	44.21	58.94	73.68

¹ Rates in table are calculated on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.1.8 Full-time and part-time Op employees—overtime rates

	Weekday – first 3 hours	Weekday – after 3 hours	Saturday – all day	Sunday – all day	Public holiday – all day
	% of ordinary hourly rate¹				
	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$
Level 1 Rail Worker (Op)	29.24	38.98	29.24	38.98	48.73
Level 2 Rail Worker (Op)	31.10	41.46	31.10	41.46	51.83
Level 3 Rail Worker (Op)	34.43	45.90	34.43	45.90	57.38
Level 4 Rail Worker (Op)	37.77	50.36	37.77	50.36	62.95
Level 5 Rail Worker (Op)	41.36	55.14	41.36	55.14	68.93
Level 6 Rail Worker (Op)	44.21	58.94	44.21	58.94	73.68

¹ Rates in table are calculated on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2 Casual employees

B.2.1 Casual CAP employees—ordinary and penalty rates

	Ordinary hours	Early morning/afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹						
	125%	125% + \$3.01	125% + \$3.57	125% + \$6.78	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$
Level 1 Rail Worker (CAP)	25.69	28.70	29.26	32.47	35.96	46.24	56.51
Level 2 Rail Worker (CAP)	27.83	30.84	31.40	34.61	38.96	50.09	61.22
Level 3 Rail Worker (CAP)	28.90	31.91	32.47	35.68	40.46	52.02	63.58
Level 4 Rail Worker (CAP)	30.18	33.19	33.75	36.96	42.25	54.32	66.39
Level 5 Rail Worker (CAP)	32.75	35.76	36.32	39.53	45.85	58.95	72.05
Level 6 Rail Worker (CAP)	35.10	38.11	38.67	41.88	49.14	63.18	77.22
Level 7 Rail Worker (CAP)	37.24	40.25	40.81	44.02	52.13	67.03	81.92
Level 8 Rail Worker (CAP)	41.94	44.95	45.51	48.72	58.71	75.49	92.26
Level 9 Rail Worker (CAP)	50.28	53.29	53.85	57.06	70.39	90.50	110.61

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.2 Casual TCI employees—ordinary and penalty rates

	Ordinary hours	Early morning/afternoon	Night	Permanent Night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹						
	125%	125% + \$3.01	125% + \$3.57	125% + \$6.78	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$
Level 1 Rail Worker (TCI)	25.05	28.06	28.62	31.83	35.07	45.09	55.11
Level 2 Rail Worker (TCI)	26.03	29.04	29.60	32.81	36.44	46.85	57.26
Level 3 Rail Worker (TCI)	26.93	29.94	30.50	33.71	37.70	48.47	59.24

Rail Industry Award 20XX

	Ordinary hours	Early morning/afternoon	Night	Permanent Night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹						
	125%	125% + \$3.01	125% + \$3.57	125% + \$6.78	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$
Level 4 Rail Worker (TCI)	28.38	31.39	31.95	35.16	39.73	51.08	62.43
Level 5 Rail Worker (TCI)	29.64	32.65	33.21	36.42	41.49	53.35	65.20
Level 6 Rail Worker (TCI)	30.95	33.96	34.52	37.73	43.33	55.71	68.09
Level 7 Rail Worker (TCI)	33.39	36.40	36.96	40.17	46.74	60.10	73.45

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.3 Casual Ops employees—ordinary and penalty rates

	Ordinary hours	Early morning/afternoon	Night	Permanent Night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹						
	125%	125% + \$3.01	125% + \$3.57	125% + \$6.78	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$
Level 1 Rail Worker (Op)	24.36	27.37	27.93	31.14	34.11	43.85	53.60
Level 2 Rail Worker (Op)	25.91	28.92	29.48	32.69	36.28	46.64	57.01
Level 3 Rail Worker (Op)	28.69	31.70	32.26	35.47	40.16	51.64	63.11
Level 4 Rail Worker (Op)	31.48	34.49	35.05	38.26	44.07	56.66	69.25
Level 5 Rail Worker (Op)	34.46	37.47	38.03	41.24	48.25	62.03	75.82
Level 6 Rail Worker (Op)	36.84	39.85	40.41	43.62	51.57	66.31	81.04

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

Schedule C—Summary of Monetary Allowances

See clause 18—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The following wage-related allowances are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum hourly rate for a Level 4 technical and civil infrastructure employee in clause 15.1 = **\$22.70**.

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance	17.2(a)	72.2	16.39	per week
Wet places	17.3(d)(i)	2.9	0.66	per hour
Confined spaces	17.3(e)	3.8	0.86	per hour
Dirty work	17.3(f)	2.9	0.66	per hour
Height money	17.3(g)	2.1	0.48	per hour
Insulation materials	17.3(h)	3.8	0.86	per hour
Explosive powered tools—per day	17.3(i)	7.5	1.70	per day
Explosive powered tools—per hour	17.3(i)	Per day divided by 7.6	0.22	per hour
Foundry allowances	17.3(j)(i)	2.2	0.50	per hour
On-call allowance: For a night	17.2(b)(i)	49.4	11.21	per night
On-call allowance: For a day and night	17.2(b)(i)	123.9	28.12	per day and night
Early morning or afternoon shift	20.2(a)	13.24 ¹	3.01	per hour
Night shift	20.2(b)	15.73	3.57	per hour
Permanent night shift	20.2(c)	29.86	6.78	per hour

¹ Percentage of standard rate has been altered to maintain existing entitlement.

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 18.4:

Allowance	Clause	\$	Payable
Tool allowance ¹	17.4(b)	17.82	per week
Meal allowance	17.4(c)	16.93	per occasion

¹ This allowance applies for all purposes of this award

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

Schedule D—School-based Apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—Supported Wage System

E.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.

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

E.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.

E.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.

E.4 Supported wage rates

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

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

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

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

E.5 Assessment of capacity

E.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 SWS 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.

E.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](#).

E.6 Lodgement of SWS wage assessment agreement

E.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.

E.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.

E.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.

E.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.

E.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.

E.10 Trial period

E.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 4 weeks) may be needed.

E.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.

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

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

E.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 E.5.

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule G—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____