

The Oil Refining and Manufacturing Award—Exposure Draft was first published on 26 October 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
13 February 2019	Incorporates change resulting from PR583039	24.9(a)
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	Incorporates changes resulting from PR598110	Schedule I
	Incorporates changes resulting from [2018] FWCFB 3500 , PR592330 , PR606397 , PR606552 , PR606630	16, 19, Schedule B, Schedule C, Schedule E
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609390	19A (deleted)
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	Incorporate changes resulting from PR701683	Schedule I
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701475	6
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	Incorporates changes resulting from [2018] FWCFB 4704 , PR610236	5, 30, 31, 32, 33
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
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Publication date	Reason for amendments	Clauses affected
2 September 2019	Incorporating A clauses into the numbering of the exposure draft	6, 17, 20, 31
	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	19
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707485 , PR707711 , PR709080	16.1, 19.2(b), 19.2(c), 19.2(d), 19.3(a)(i), 19.3(c), 19.3(d), Schedule B, Schedule C, Schedule E
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporating changes resulting from [2019] FWCFB 2548 , PR706992	34
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	1.4 (deleted), C.1.1
	Incorporating changes resulting from [2019] FWCFB 5144	28
	Incorporating changes resulting from [2019] FWCFB 5145 at [50] (<i>determination</i> in draft form).	29, Schedule I
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 2, 9, 10, 11, 13, 14, 16, 16.7, 18, Part 5—, Part 6—, 24, 27, Part 8—, 33, 34, Schedule A, Schedule C, Schedule D, Schedule F, Schedule F—National Training Wage (deleted), Schedule H—Definitions (moved), Schedule I
Incorporating changes resulting from [2019] FWCFB 5409	4, 16	

EXPOSURE DRAFT

Oil Refining and Manufacturing Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Oil Refining and Manufacturing Award 2010* (the Oil refining award) as at 29 October 2015 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Oil refining award. Instead it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/80](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [2019] FWCFB 5409 at [6]. Clause 1.5 deleted in accordance with [2019] FWCFB 1333 at [35].

- 1.1 This award is the *Oil Refining and Manufacturing Award 20XX*.
- 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.

~~1.4 Schedule H—Definitions sets out definitions that apply in this award.~~

~~1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

In this award, unless the contrary intention appears:

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

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

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave (see clause 19.2(a))

base rate of pay has the meaning given by the [NES](#)

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

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

continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least ~~six~~ **6** consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer

continuous shiftworker means an employee engaged in continuous shiftwork

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

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

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

minimum weekly rate means the minimum weekly rate of pay in clause 16—~~Minimum rates~~ **Minimum rates**

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

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

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

oil refining and manufacturing industry has the meaning given in clause 4.2

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

ordinary hourly rate means the hourly rate for an employee's classification specified in clause 16—~~Minimum rates~~ **Minimum rates** plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes. Note: the industry allowance does not apply to clerical employees.

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

standard rate means the minimum weekly rate for a Maintenance tradesperson in clause 16—~~Minimum rates~~ **Minimum rates**

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 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

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- 3.3 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.

4. Coverage

Clause 4.4 and 4.5 amended in accordance with [\[2019\] FWC FB 5409](#) at [118].

- 4.1 This industry award covers employers throughout Australia in the oil refining and manufacturing industry and their employees in the classifications listed in ~~clause~~ Schedule A—~~Classification Definitions—Classification Definitions~~ to the exclusion of any other modern award.

4.2 **Oil refining and manufacturing industry** means:

- (a) refining crude oil;
- (b) manufacturing and blending petroleum products including:
 - (i) aviation fuels;
 - (ii) bitumen;
 - (iii) diesel;
 - (iv) ethylene;
 - (v) gasoline;
 - (vi) liquefied petroleum gas;
 - (vii) lubricant base oils, greases and other related product lines; or
 - (viii) solvents; and
- (c) pipeline distribution of oil or petroleum products included in this definition to or from a terminal or storage facility owned and operated by a refinery employer or a related company, which is itself connected by pipeline to an oil refinery, and the operation of such a terminal or storage facility; and
- (d) storage of bulk liquid at a bulk liquid terminal, provided that immediately prior to 1 January 2010, the employer of any employees at such terminal was bound by the *Oil and Gas Industry Bulk Liquid Terminals Award 2002* [[AP822096CRV](#)].

4.3 This award does not cover:

- (a) employees engaged in exploration and/or drilling for hydrocarbons, preparatory work or development of an oil or gas field, extraction, separation, or production of hydrocarbons, or associated work covered by the *Hydrocarbons Industry (Upstream) Award 20XX*;
- (b) employees engaged as deck officers, marine engineer officers, ratings or catering staff on any vessel or as professional divers;

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- (c) employees engaged in commissioning, servicing, maintaining (including mechanical, electrical, fabricating or engineering and preparatory work), modifying, upgrading, or repairing facilities, plant and equipment other than when performed by employees of a refinery operator;
- (d) employees engaged in transportation, storage, distribution, marketing and sale of products, other than where specifically included in clause 4.1.
- (e) managerial employees;
- (f) information technology professionals, professional engineers and scientists working as such;
- (g) security, catering and cleaning employees; and
- (h) employees engaged in the aviation industry.

4.4 This award covers any employer which supplies labour on an on-hire basis in the oil refining and manufacturing industry ~~set out in clause 4.1~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause~~ 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 in the oil refining and manufacturing industry and/or parts of that industry ~~set out at clause 4.1~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 4.2 are being performed. ~~This subclause~~ 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;

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- (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 32—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 13.2—Ordinary hours—Employees other than shiftworkers;
- (b) clause 14.1—Rosters
- (c) clause 22.4—Time off instead of payment for overtime
- (d) clause 23.8(b)—Rest breaks during overtime;
- (e) clause 24.10—Taking of annual leave over an extended period;
- (f) clause 24.11—Annual leave in advance;
- (g) clause 24.12—Cashing out of annual leave; and
- (h) clause 29.3—[Substitution of public holidays](#).

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award will 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 an employee who is engaged to work an average of 35 ordinary hours per week.

10. Part-time employees

10.1 A part-time employee is an employee who:

- (a) is engaged to work on specified days of the week for an average of fewer than 35 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 will be paid no less than 1/35th of the minimum weekly rate of pay for the relevant classification in clause 16—[Minimum rates](#)~~Minimum rates~~.

10.3 An employer must inform a part-time employee of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.

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:

- (a) an average of 35 hours per week; or
- (b) the average hours the employee is required to work by the employer per week over the work cycle.

11.3 Casual loading

Casuals entitlement to loading for overtime work referred to the overtime for casuals Full Bench [AM2017/51](#)

- (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, for the classification in which they are employed.
- (b) 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.

11.4 Minimum engagement for casual employees

The minimum engagement for a casual employee is 4 hours.

11.5 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 ~~this subclause~~ clause 11.5 must be in writing and provided to the employer.

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- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph clause~~ 11.5(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 32—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 ~~this~~ clause 11.5, 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.

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- (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 ~~this clause~~ 11.5.
- (o) Nothing in ~~this clause~~ 11.5 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 ~~this clause~~ 11.5 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 ~~this subclause~~ 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ 11.5 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 ~~paragraph clause~~ 11.5(q).

12. Classifications

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

Part 3—Hours of Work

13. Ordinary hours of work

13.1 Ordinary hours of work

- (a) ~~This clause~~ 13 supplements Division 3 of the [NES](#) which deals with maximum weekly hours.
- (b) The ordinary hours of work for a full-time employee are an average of 35 ordinary hours per week.
- (c) The ordinary hours of work for a part-time employee will be in accordance with clause 10—Part-time employees and the ordinary hours of work for a casual employee will be in accordance with clause 11—Casual employees.

13.2 Employees other than shiftworkers

- (a) Employees, other than shiftworkers, may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm, Monday to Friday.

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- (b) If the employer and an employee, or a majority of affected employees agree, up to 12 ordinary hours per day may be worked.
- (c) An employer may agree with an employee or a majority of affected employees to alter the spread of hours in clause 13.2(a).

13.3 Shiftworkers

- (a) Shiftworkers may be required to work a shift of up to 12 consecutive ordinary hours (including meal breaks).
- (b) A shift system may be implemented or altered by the employer to meet the needs of the business. The employer may carry out operations up to 24 hours per day, and ~~seven~~ 7 days of the week, having regard to the health and safety of employees.
- (c) Employees may be required to change shifts or change between day work and shiftwork, and shiftwork and day work. An employee may be required to commence to perform or cease to perform shiftwork upon one week's notice.

14. Rostering arrangements

14.1 Rosters

- (a) An employer may vary an employee's days of work or start and finish times to meet the needs of the business by giving the employee at least 48 hours' notice, or a shorter period as agreed to by the employer and an individual employee.
- (b) Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours' notice. These time periods may be reduced where agreed by the employer and the employee, or at the direction of the employer where operational circumstances require.
- (c) Employees may be required to perform reasonable handover work to ensure continuity of operations. An employee who is not relieved as scheduled at the end of a shift must continue working until relieved or authorised by the employer to finish work. Authorisation must not be unreasonably withheld.
- (d) The employer must consult with directly affected employees about any changes made under ~~this~~ clause 14 in accordance with clause 31—Consultation about changes to rosters or hours of work.
- (e) **Emergency arrangements**

In the case of an emergency an employer may vary or suspend any roster arrangement immediately, regardless of anything contained elsewhere in ~~this~~ clause 14.

15. Breaks

15.1 Unpaid meal breaks—employees other than shiftworkers

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An employee other than a shiftworker is entitled to an unpaid meal break of not less than 30 minutes after every ~~five~~5 hours worked.

15.2 Paid meal breaks—shiftworkers

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

15.3 Scheduling of breaks

Breaks will be scheduled by the employee's supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than ~~five~~5 hours before the first meal break is taken, or between subsequent meal breaks if any.

15.4 Minimum break between work on successive day or shifts

(a) Employees other than shiftworkers

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

(b) Shiftworkers

Clauses 15.4(a)(i) to ~~(iii)~~15.4(a)(iii) apply to shiftworkers as if the required period of consecutive hours off work is ~~eight~~8 hours.

15.5 Breaks during overtime

Breaks during overtime are provided in accordance with clause 23.8.

Part 4—Wages and Allowances

16. Minimum rates

16.1 Adult employee rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
 Minimum wage table amended in accordance with [2019] FWCFB 5409 at [114].

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

Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Refinery operations		
Trainee operator (level 1)	757.50	21.64
Outside operator (level 2)	823.50	23.53
Advanced outside operator (level 3)	894.10	25.55
Console operator (level 4)	994.90	28.43
Head operator (level 5)	1073.80	30.68
Lubricants/bitumen plants and terminals		
Trainee (level 1)	740.80	21.17
Operator (competent) (level 2)	785.20	22.43
Operator (advanced) (level 3)	821.50	23.47
Specialist blender (level 4)	857.50	24.50
Head operator (level 5)	893.40	25.53
Maintenance		
Tradesperson (level 1)	862.50	24.64
Advanced tradesperson (level 2)	920.20	26.29
Dual trade tradesperson (level 3)	986.80	28.19
Maintenance co-ordinator (level 4)	1028.10	29.37

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Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate ²
	\$	\$
Clerical		
Level 1—Year 1	787.60	22.50
Level 1—Year 2	826.60	23.62
Level 1—Year 3	852.40	24.35
Level 2—Year 1	862.50	24.64
Level 2—Year 2	878.50	25.10
Level 3	911.00	26.03
Level 4	956.70	27.33
Level 5	995.50	28.44

² based on 35 hour week

See ~~Schedule B~~ Schedule B—Summary of Hourly Rates of Pay—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

16.2 Junior employee rates

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

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

16.3 Apprentice rates—other than adult apprentices

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

Year of apprenticeship	% of the adult weekly <u>wage rate</u>
1st year	45
2nd year	55
3rd year	75

Year of apprenticeship	% of the adult weekly wage rate
4th year	88

- (b) Apprentices who commenced their apprenticeship on or after 1 January 2014 will be entitled to the following percentage of the standard rate for their classification:

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

- (c) **Adult apprentice rates**

- (i) Adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship will be entitled to 80% of the Tradesperson rate in clause 16.1, or the rate prescribed by clause 16.3(b) for the relevant year of the apprenticeship, whichever is the greater.
- (ii) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 16.1 or the rate prescribed by clause 16.3(b) for the relevant year of the apprenticeship, whichever is the greater.
- (iii) A person employed by an employer under this award in that enterprise for at least ~~six~~ 6 months as a full-time employee (or 12 months as a part-time or regular and systematic casual employee) immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

16.4 School-based apprentices

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

16.5 Higher duties

- (a) An employee engaged for more than ~~two~~2 hours during one day or shift on duties carrying a higher minimum rate than their ordinary classification must be paid the higher minimum rate for such day or shift.
- (b) If engaged for ~~two~~2 hours or less during one day or shift, the employee must be paid the higher minimum rate for the time worked at the higher classification.

~~Annualised salaries—non-clerical employees~~

~~Annualised salaries are being reviewed in AM2016/13.~~

- ~~(c) An employer and an employee may agree to enter into an annualised salary arrangement instead of any or all of the following provisions of this award:
 - ~~(i) clause 16—Minimum rates (other than this clause 16.6);~~
 - ~~(ii) clause 18—Allowances;~~
 - ~~(iii) clause 21—Overtime~~
 - ~~(iv) clause 22—Penalty rates; and~~
 - ~~(v) clause 23.4(b)—Annual leave loading~~~~
- ~~(d) Where an annualised salary is paid, the employer must specify in writing the annual salary that is payable and which of the provisions of this award do not apply because of the annual salary arrangement.~~
- ~~(e) Annual salary not to disadvantage employees
 - ~~(i) The annual salary must be no less than the amount the employee would have been entitled to receive under the rates and allowances prescribed by this award for the same hours worked.~~
 - ~~(ii) The annual salary is paid in full satisfaction of any obligation to otherwise make payments to the employee under this award and may be relied upon to set off any such obligation, whether of a different character or not.~~~~
- ~~(f) In addition to the requirements of clause 16.6, any written agreement under this clause must specify each separate component of the annualised wage or salary arrangement and any overtime or penalty assumptions and calculations included in the annualised arrangement.~~
- ~~(g) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.~~
- ~~(h) 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.~~

Annualised salaries—clerical employees

Annualised salaries are being reviewed in AM2016/13.

- ~~(i) The employer may pay an employee engaged in a clerical classification an annual salary instead of one or more of the following provisions of the award:~~

~~(i) clause 16—Minimum rates (other than clause 16.7);~~

~~(ii) clause 18—Allowances;~~

~~(iii) clause 21—Overtime~~

~~(iv) clause 22—Penalty rates; and~~

~~(v) clause 23.4(b)—Annual leave loading.~~

- ~~(j) Where the employer pays an annual salary to an employee the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award do not apply because of the payment of the annual salary.~~

~~(k) Annual salary not to disadvantage employees~~

~~The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over the period the employee worked).~~

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

Base rate of pay for employees on annual salary arrangements

~~For the purposes of the NES, the base rate of pay of an employee receiving an annual salary comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16—Minimum rates and excludes any incentive based payments, bonuses, loadings, monetary allowances, overtime and penalties.~~

16.6 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.

16.7 National training wage

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

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- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at ~~1 July 2018~~ 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Oil Refining and Manufacturing Award 2010* and not the *Miscellaneous Award 2010*.

17. Payment of wages

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.

- 17.1 Wages will be paid on a regular basis at intervals of one week, ~~two~~ 2 weeks or one month by electronic funds transfer into the employee’s bank or a recognised financial institution nominated by the employee.
- 17.2 An employer may deduct from any amount required to be paid to an employee under ~~this clause~~ 17 the amount of any overpayment of wages or allowances.

17.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
- (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the NES.
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause~~ 17.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

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

NOTE 2: ~~Paragraph (b) Clause~~ 17.3(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 17.3. 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.

18. Annualised salary

Annualised salaries are being reviewed in [AM2016/13](#).

18.1 Annualised salaries—non-clerical employees

- (a) An employer and an employee may agree to enter into an annualised salary arrangement instead of any or all of the following provisions of this award:
- (i) clause 16—Minimum rates~~Minimum rates~~ (other than clause 18.1);
 - (ii) clause 19—Allowances;
 - (iii) clause 22—Overtime
 - (iv) clause 23—Penalty rates; and
 - (v) clause 24.4(b)—Annual leave loading
- (b) Where an annualised salary is paid, the employer must specify in writing the annual salary that is payable and which of the provisions of this award do not apply because of the annual salary arrangement.
- (c) Annual salary not to disadvantage employees**
- (i) The annual salary must be no less than the amount the employee would have been entitled to receive under the rates and allowances prescribed by this award for the same hours worked.
 - (ii) The annual salary is paid in full satisfaction of any obligation to otherwise make payments to the employee under this award and may be relied upon to set off any such obligation, whether of a different character or not.
 - (d) In addition to the requirements of clause 18.1, any written agreement under clause 18.1 must specify each separate component of the annualised wage or salary arrangement and any overtime or penalty assumptions and calculations included in the annualised arrangement.
 - (e) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
 - (f) The agreement may be terminated:
 - (i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between the employer and the individual employee.

18.2 Annualised salaries—clerical employees

Annualised salaries are being reviewed in AM2016/13.

- (a) ~~The employer may pay an employee engaged in a clerical classification an annual salary instead of one or more of the following provisions of the award:~~
- (i) ~~clause 16—Minimum rates~~~~Minimum rates~~ (other than clause 18.2);
 - (ii) ~~clause 19—Allowances;~~
 - (iii) ~~clause 22—Overtime~~
 - (iv) ~~clause 23—Penalty rates; and~~
 - (v) ~~clause 24.4(b)—Annual leave loading.~~
- (b) ~~Where the employer pays an annual salary to an employee the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award do not apply because of the payment of the annual salary.~~
- (c) **Annual salary not to disadvantage employees**
- ~~The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over the period the employee worked).~~
- (d) ~~The employer must review the annual salary of an employee at least annually to ensure that the compensation is appropriate having regard to the award provisions which do not apply due to the payment of the annual salary.~~

18.3 Base rate of pay for employees on annual salary arrangements

~~For the purposes of the NES, the base rate of pay of an employee receiving an annual salary comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16—Minimum rates~~~~Minimum rates~~ and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

19. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [2015] FWCFB 4658 at [57].

~~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.~~

- 19.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this clause 19~~. See Schedule C—~~Summary of Monetary Allowances—Summary of Monetary Allowances~~ for a summary of monetary allowances and method of adjustment.

19.2 Wage-related allowances

(a) All-purpose allowances

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

- (i) industry allowance (clause 19.2(b)).

(b) Industry allowance—other than clerical employees

An industry allowance of **\$34.50** per week is payable to all employees (other than clerical employees) to compensate for the disabilities associated with the performance of particular tasks or work in particular conditions of the industry.

- (i) The industry allowance is payable for all purposes.
- (ii) The industry allowance recognises and is in payment for all aspects of work in the industry including but not limited to the location and nature of oil refining and manufacturing operations, boiler repairs, dirt, wet, height, confined spaces, call-in by phone and all other disabilities not expressly dealt with under ~~this~~ clause 19.

(c) First aid allowance

An employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duties, will be paid a first aid payment of **\$17.25** per week.

(d) Leading hand allowance

A leading hand must be paid a weekly allowance of:

Allowance	\$ per week
Leading hand in charge of:	
3 to 10 employees	37.95
11 to 20 employees	48.30
More than 20 employees	64.95

19.3 Expense-related allowances

(a) Meal allowance for overtime work

- (i) An employee will be paid a meal allowance of **\$14.70** on each occasion that the employee is entitled to a rest break during overtime work in accordance with clause 22—Overtime.
- (ii) The allowance is not required to be paid if the employer provides a meal or meal-making facilities or if the employee was notified by the employer

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no later than the previous day or shift that the employee would be required to work overtime.

(b) Protective clothing and equipment allowance

- (i) The employer will supply all protective clothing, footwear and equipment and replace it on a fair wear and tear basis.
- (ii) Where additional purchases have received the prior approval of the employer, such as prescription safety glasses or hardened lenses, the employee will be reimbursed the cost upon proof of purchase.

(c) Vehicle allowance

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

(d) Tool allowance

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

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

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

20. Accident Pay

20.1 Definitions

For the purposes of ~~this~~ clause 20, the following definitions will apply:

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

20.2 Entitlement to accident pay

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

20.3 Calculation of the period

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

20.4 When not entitled to payment

An employee will not be entitled to any payment under ~~this clause_20~~ in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

20.5 Return to work

If an employee entitled to accident pay under ~~this clause_20~~ returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

20.6 Redemptions

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

20.7 Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under ~~this clause_20~~ and the employee will not be entitled to any further accident pay thereafter.

20.8 Casual employees

For a casual employee, the weekly payment referred to in clause 20.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

21. Superannuation

21.1 Superannuation legislation

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

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

- (a) AustralianSuper;
- (b) LUCRF Super;
- (c) Tasplan;
- (d) Sunsuper;

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

21.5 Absence from work

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

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

Part 5—Overtime and Penalty Rates

22. Overtime

22.1 Definition of overtime

- (a) For a full-time employee, overtime is any time worked in addition to the employees ordinary hours worked in accordance with clause 13—Ordinary hours of work.
- (b) For a part time employee, overtime is any time worked in excess of the part-time employee's ordinary hours of work in clause 10—Part-time employees.
- (c) For a casual employee, overtime is any time worked in excess of the ordinary hours specified in clause 11—Casual employees or outside the span of ordinary hours contained in clause 13.2 and 13.3.

22.2 Payment for working overtime—other than continuous shiftworkers

(a) Monday to Saturday

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

- (i) 150% of the ordinary hourly rate for the first ~~two~~ 2 hours; and
- (ii) 200% of ordinary hourly rate thereafter.

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(b) **Sunday**

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

(c) **Public holiday**

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

(d) **Recall**

An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of ~~four~~ 4 hours or will be paid for a minimum of ~~four~~ 4 hours' work at overtime rates in circumstances where the employee is engaged for a lesser period.

22.3 Payment for working overtime—continuous shiftworkers

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

22.4 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 22.4.
- (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 22.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 22.4 is set out at Schedule F—~~Agreement for Time Off Instead of Payment for Overtime—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—Agreement for Time Off Instead of Payment for Overtime~~. An agreement under clause 22.4 can also be

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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 22.4 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 22.4 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 22.4(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 22.4 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 22.4 will apply, including the requirement for separate written agreements under clause 22.1(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 22.4 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 22.4.

22.5 Method of calculation

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under clause 22.5 are in substitution of any other loadings or penalty rates.

22.6 Rest breaks during overtime

- (a) An employee may take a paid rest break of 20 minutes after each ~~four~~4 hours of overtime worked, if the employee is required to continue work after the rest break.
- (b) The employer and an employee may agree to any variation of clause 22.6 to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 22.6.

22.7 Minimum break after overtime

A minimum break after overtime is provided in accordance with clause 15.4.

23. Penalty rates

23.1 Shiftwork definitions

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

continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least ~~six~~6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer

continuous shiftworker means an employee engaged in continuous shiftwork

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

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

permanent night shift means a period of shiftwork where an employee works night shift only; remains on night shift for longer than ~~four~~4 consecutive weeks; or works on night shift that does not rotate or alternate with another shift or with day work so as to give that employee at least one-third of working time off the night shift in each cycle.

permanent afternoon shift means a period of shiftwork where an employee works afternoon shift only; remains on afternoon shift for longer than ~~four~~4 consecutive weeks; or works on afternoon shift that does not rotate or alternate with another shift or with day work so as to give that employee at least one-third of working time off the afternoon shift in each cycle.

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

23.2 Calculation of penalties

Any payments under ~~this~~-clause_23 are in substitution of any other loadings or penalty rates.

23.3 Shiftwork penalties

- (a) A shiftworker or continuous shiftworker must be paid **115%** of the ordinary hourly rate for each ordinary hour worked on afternoon shift or night shift.
- (b) A shiftworker must be paid **120%** of the ordinary hourly rate for each ordinary hour worked on permanent afternoon shift.
- (c) A shiftworker or continuous shiftworker must be paid **130%** of the ordinary hourly rate for each ordinary hour worked on permanent night shift.

23.4 Saturday work

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

- (a) **150%** of the ordinary hourly rate for the first ~~two~~2 hours; and
- (b) **200%** of the ordinary hourly rate thereafter.

23.5 Sunday work

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

23.6 Public holiday work

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

23.7 Method of calculation

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under ~~this~~-clause_23 are in substitution of any other loadings or penalty rates.

23.8 Rest breaks during overtime

- (a) An employee may take a paid rest break of 20 minutes after each ~~four~~4 hours of overtime worked, if the employee is required to continue work after the rest break.
- (b) The employer and an employee may agree to any variation of ~~this~~-clause_23 to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under ~~this~~-clause_23.

23.9 Minimum break after overtime

A minimum break after overtime is provided in accordance with clause 15.4.

Part 6—Leave Public Holidays

24. Annual leave

24.1 Annual leave is provided for in the [NES](#).

24.2 ~~This clause~~ Clause 24 of the award supplements the provisions of the [NES](#) which deal with annual leave. Annual leave does not apply to casual employees.

24.3 For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the [Act](#), a **shiftworker** is a ~~seven-~~7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

24.4 Payment for annual leave

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

- (a) what the employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances which are paid for all purposes (but excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred); or
- (b) the employee's minimum rate of pay for ordinary hours under clause 16—~~Minimum rates~~ [Minimum rates](#) for the period of the annual leave, plus an annual leave loading of 17.5%.

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](#)).

24.5 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in ~~this~~ clause 24, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave. The amount to be paid must be worked out in accordance with clause 24.4

24.6 Taking of annual leave during shut-downs

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

- (a) An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works.

- (b) Where an employee does not have sufficient accrued annual leave for the period of a shut-down referred to in clause 24.6(a), the employer may require the employee to take leave without pay.

24.7 Excessive leave accruals: general provision

NOTE: Clauses 24.7 to 24.9 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 24.3).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

24.8 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 24.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph clause~~ 24.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph clause~~ 24.8(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph clause~~ 24.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph clause~~ 24.8(d) may result in the direction ceasing to have effect. See clause 24.8(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.

24.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph clause~~ 24.9(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 24.8(a) that, when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph clause~~ 24.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph clause~~ 24.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.3) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph clause~~ 24.9(a).

24.10 Taking of annual leave over an extended period

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

24.11 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 24.11 is set out at Schedule G—~~Agreement to Take Annual Leave in Advance—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—Agreement to Take Annual Leave in Advance~~.

- (c) The employer must keep a copy of any agreement under clause 24.11 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.11, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

24.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.12.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.12 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (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.

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- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.12 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 24.12.

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 24.12.

NOTE 3: An example of the type of agreement required by clause 24.12 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.

25. Personal/carer’s leave and compassionate leave

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

26. Parental leave and related entitlements

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

27. Community service leave

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

28. Unpaid family and domestic violence leave

Clause 28 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

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.

29. Public holidays

Clause 29 amended in accordance with [2019] FWCFB 5145 at [50] (determination in draft form).

29.1 Public holidays are provided for in the NES.

29.2 Where an employee works on a public holiday they will be paid in accordance with clause 22.2(c) or 23.6.

29.3 Substitution of public holidays

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

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

29.3.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule I—Part-day public holidays

Part 7—Consultation and Dispute Resolution

30. Consultation about major workplace change

30.1 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.

30.2 For the purposes of the discussion under clause 30.1(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.

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- 30.3** Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 30.4** 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 30.1(b).
- 30.5** In clause 30 **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.
 - (h) ~~Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.~~
- 30.6** ~~Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.~~

Clause 30.5(h) renumbered as clause 30.6 in accordance with [PR610236](#).

31. Consultation about changes to rosters or hours of work

- 31.1** Clause 31 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.
- 31.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 31.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 31.2 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.
- 31.4** The employer must consider any views given under clause 31.3(b).

31.5 Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

32. Dispute resolution

32.1 Clause 32 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

32.2 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.

32.3 If the dispute is not resolved through discussion as mentioned in clause 32.2, 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.

32.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 32.2 and 32.3, a party to the dispute may refer it to the Fair Work Commission.

32.5 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.

32.6 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.

32.7 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 32.

32.8 While procedures are being followed under clause 32 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.

32.9 Clause 32.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

33. Termination of employment

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

33.1 Notice of termination by an employee

- (a) Clause 33.1 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 33.1(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 33.1(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 33.1(b), then no deduction can be made under clause 33.1(d).
- (f) Any deduction made under clause 33.1(d) must not be unreasonable in the circumstances.

33.2 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 33.2 is to be taken at times that are convenient to the employee after consultation with the employer.

34. Redundancy

Clause 34 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706992](#).

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

34.1 Transfer to lower paid duties on redundancy

- (a)** Clause 34.1 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 34.1(c).
- (c)** If the employer acts as mentioned in clause 34.1(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.

34.2 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 34 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.

34.3 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 34.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

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- (c) A statutory declaration is sufficient for the purpose of clause 34.3(b).
- (d) An employee who fails to produce proof when required under clause 34.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 33.2.

Draft

Schedule A—Classification Definitions

A.1 Refinery operations

A.1.1 Classifications

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

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

A.1.2 Progression

An employee will progress through the classification levels subject to:

- (a) possessing the applicable skills for the level; and
- (b) being required by the employer to perform work at that level.

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

A.1.3 Refinery operations

Level	Task and functions
Trainee operator (level 1)	A trainee operator is a refinery employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator.
Outside operator (level 2)	The basic functions and accountabilities of a refinery operator include: <ul style="list-style-type: none">• all tasks essential to ensuring that the process operates efficiently and safely;• carrying out basic maintenance tasks; and• identifying and prioritising services required from other personnel, both from inside and outside the production area, to ensure that the plant runs in an optimal manner.

Level	Task and functions
	<p>The Outside operator level 2 is a refinery employee who carries out such duties as are required by the employer to operate, in a safe and efficient manner, all outside plant and equipment to which the employee is assigned.</p> <p>These duties include:</p> <ul style="list-style-type: none">• general housekeeping; and• isolation and preparation of equipment for maintenance and the use of such tools and appliances as may be necessary to conduct maintenance on equipment to ensure the continuity of the process. <p>The Outside operator will hold the relevant certificates of competency required for the area.</p> <p>This classification also includes an employee engaged as a non-graduate laboratory technician.</p>
Advanced outside operator (level 3)	Qualifies in all respects for Outside operator (level 2) and is competent to perform three 3 or more jobs in the outside area.
Console operator (level 4)	<p>The Console operator:</p> <ul style="list-style-type: none">• is a refinery employee designated as such;• will have met the skill level requirements for level 2;• will hold the relevant certificates of competency required for the area;• is assigned to an area, panel or workstation as required; and• controls/co-ordinates unit operations and field operators, performing such duties independently without direct supervision when necessary. <p>The Console operator's duties and responsibilities include:</p> <ul style="list-style-type: none">• the operation of the control system of an operating area;• implementation of all operating programmes;• optimisation of unit performance using panel instruments, advanced controls and optimisers;• liaison with head operator or staff supervisor to ensure efficient and safe operation of the area;• liaison with other areas and departments to assist in the co-ordination of refinery activities;

Level	Task and functions
Head operator (level 5)	<ul style="list-style-type: none"> • identification of system faults and the use of loop tuning software; • responsibility for the activation of shutdown devices and procedures; • assistance in the training of others; and • relieving the head operator and rotation in all positions to maintain skills when qualified.

The Head operator, who may also be styled as a facilitator or co-ordinator, is a refinery employee designated as such. An employee at this level will have met the skill level requirements for level 3.

The Head operator’s duties and responsibilities include:

- taking charge of the safe, clean and effective operations of one unit or unit group of petroleum refining, treating or blending equipment;
- control and supervision of the operators allocated to the unit or unit group. This will entail responsibility and accountability for the standards of work produced, monitoring the quality of work, goal setting, resolving operational problems, providing feedback in respect of performance and other work related matters, and responsibility for training of the operators allocated to the unit or unit group;
- manipulation of the equipment to produce petroleum products within laid down specifications;
- watching equipment to see that it is operating safely and without damage to itself;
- keeping a log or record of operations as may be required; and
- preparing a unit or unit group for mechanical inspection and maintenance as required.

A.1.4 Lubricants/bitumen plants and terminals

Level	Task and functions
Trainee (level 1)	A trainee plant and terminal operator is an employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator.
Operator (competent) (level 2)	<p>The duties of a plant and terminal operator include the following:</p> <ul style="list-style-type: none"> • pack filling of all products into containers;

Level	Task and functions
	<ul style="list-style-type: none">• drum filling including unloading, inspection, washing, painting, filling, capping and stencilling;• order assembly including correct handling, documentation, picking procedures and packaging;• stores procedures covering all aspects of stores operation; basic quality control knowledge and testing;• rail tank car loading; road vehicle loading; and• minor maintenance within scope of training; and general housekeeping. <p>In addition, a plant and terminal operator may perform the following duties:</p> <ul style="list-style-type: none">• store operations (ordering, pick-up receipt, checking, storing, stocktaking and purchase liaison);• loading and discharge of bulk product using fixed or mobile pumping equipment;• forklift driving and operation and minor maintenance of other mechanical handling equipment;• cleaning, maintaining and reporting on the serviceability of hand and power tools;• crane chasing and dogging;• immediate mechanical and site maintenance function, including minor mechanical tasks;• tank farm operation including dipping and cleaning;• bunker attendance and tanker loading/discharging; and• assistance to tradespersons in any maintenance or project task.

Level	Task and functions
Operator (advanced) (level 3)	<p>A plant and terminal advanced operator is an employee who holds the appropriate specialist production competencies where required and is an experienced operator. An employee at this level will have met the skill level requirements for level 2.</p> <p>In addition to level 2 duties, the advanced plant and terminal operator may perform the following duties:</p> <ul style="list-style-type: none">• co-ordination of the activities in any one of the lube oil, sundries, bitumen, grease and warehousing facilities;• diagnosis of mechanical, hydraulic and pneumatic problems with any fixed equipment within the plant or terminal to enable the optimum maintenance solution to be carried out;• in conjunction with engineers, modification of existing plant and machinery;• capacity to carry out advanced project work, when appropriate, which could involve upgrading or additions to any fixed assets;• capability to interpret and work from detailed drawings which will also entail compiling a material listing for the relevant task; and• organisation and supervision of the workforce, equipment and materials.
Specialist blender (level 4)	<p>May perform specialist roles including:</p> <ul style="list-style-type: none">• grease and special product blender; and• operation of all blending equipment.

Level	Task and functions
Head operator (level 5)	<p>A plant and terminal head operator, who may also be styled as a facilitator or co-ordinator, is designated as such and will be able to perform all duties at level 3. This employee is involved in the day to day running and organising of the plant. The head operator can perform all the duties of an Advanced operator but has a broader responsibility including control and supervision of the operators allocated to the unit such as responsibility and accountability for the standards of work, monitoring the quality of work, goal setting, resolving operations problems, providing feedback in respect of performance, the issue of work permits and other work related matters.</p> <p>This position requires superior communication and organisational skills. Typical duties include:</p> <ul style="list-style-type: none">• production scheduling;• administering leave;• hiring casual employees; and• providing guidance and training to others.

A.1.5 Maintenance

Level	Task and functions
Maintenance tradesperson (level 1)	<p>An employee at this level will have been assessed as competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through the completion of a trade certificate, or through practical experience, which has equipped the employee with an equivalent level of skills and knowledge.</p>
Advanced tradesperson (single trade) (level 2)	<p>An employee at this level will have met the requirements for level 1 and been assessed as competent to perform tasks which require in depth skill or knowledge, or the employee is assessed as having the integration of a broad range of skills. The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.</p> <p>The level of skills or knowledge required to perform this work will involve the completion of a post trade training appropriate for this level, or through the acquisition of practical skills and knowledge which has equipped the employee with the equivalent level of skills and knowledge.</p>

Level	Task and functions
Dual trade tradesperson (level 3)	<p>An employee at this level will have met the requirements for level 2 and holds a dual trade qualification or equivalent prescribed post trade course used in the operation and has acquired additional knowledge enabling the employee to apply dual trade skills or an equivalent level of high precision specialised trade skills in one area.</p> <p>An employee at this level: has high precision trade skills in more than one area; is qualified to work on machinery or equipment with complex mechanical, hydraulic, electrical circuitry or controls; and meets the skills requirements for tradespersons in accordance with the <i>Manufacturing and Associated Industries and Occupations Award 20XX</i> for this level.</p>
Maintenance co-ordinator (level 4)	<p>A Maintenance co-ordinator is an employee designated as such.</p> <p>An employee at this level may be required to hold qualifications necessary for level 3 and must have a good knowledge of all equipment, procedures and skills used with maintenance activity under their control. The employee will keep up to date with new technology as applied in the control of refinery or other plant operations.</p> <p>The Maintenance co-ordinator is responsible for ensuring an efficient and cost-effective maintenance service including co-ordination and planning of daily and long term maintenance requirements. This position also has control and supervision responsibilities in respect of tradespersons. This entails responsibility and accountability for the standards of work produced, monitoring the quality of work, goal setting, resolving maintenance problems, providing feedback in respect of performance and other work related matters and responsibility for training and guidance.</p>

A.2 Clerical

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

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

A.2.1 Level 1

(a) Characteristics

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

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

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

A.2.2 Level 2

(a) Characteristics

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

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position;
- (ii) operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter;
- (iii) word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents;
- (iv) stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment;
- (v) copy typing and audio typing;
- (vi) maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance;
 - incoming/outgoing cheques;
 - invoices;
 - debit/credit items;
 - payroll data;
 - petty cash imprest system; and

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- letters etc.;
- (vii) computer application involving use of a software package which may include one or more of the following functions:
 - create new files and records;
 - spreadsheet/worksheet;
 - graphics;
 - accounting/payroll file; and
 - following standard procedures and using existing models/fields of information,
- (viii) arrange routine travel bookings and itineraries, make appointments; and
- (ix) provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

A.2.3 Level 3

(a) Characteristics

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

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) prepare cash payment summaries, banking reports and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger;
- (ii) provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills;
- (iii) apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - create new files and records;
 - maintain computer based records management systems;

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- identify and extract information from internal and external sources; and/or
 - use advanced word processing/keyboard functions,
- (iv) arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s); and
- (v) application of specialist terminology/processes in professional offices.

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

A.2.4 Level 4

(a) Characteristics

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

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) secretarial/executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions;
- (ii) able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance;
- (iii) advising on/provide information on one or more of the following:
- employment conditions;
 - workers compensation procedures and regulations;

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- superannuation entitlements, procedures and regulations;
- (iv) ¹applying one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:
 - create new files and records;
 - maintain computer based management systems;
 - identify and extract information from internal and external sources; and/or
 - use advanced word processing/keyboard functions.

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

A.2.5 Level 5

(a) Characteristics

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

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;
- (ii) application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents;

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- (iii) provide reports for management in any or all of the following areas:
- account/financial;
 - staffing;
 - legislative requirements;
 - other company activities, and
- (iv) administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

Draft

Schedule B—Summary of Hourly Rates of Pay

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

~~NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate includes the industry allowance (clause 19.2(b)) which is payable to all employees except clerical employees, for all purposes.

B.2 Full-time and part-time employees

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

(a) Non-clerical employees

	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
		% of ordinary hourly rate			
	100%	150%	200%	200%	300%
	\$	\$	\$	\$	\$
Refinery operations					
Trainee operator (level 1)	22.63	33.95	45.26	45.26	67.89
Outside operator (level 2)	24.52	36.78	49.04	49.04	73.56
Advanced outside operator (level 3)	26.54	39.81	53.08	53.08	79.62
Console operator (level 4)	29.42	44.13	58.84	58.84	88.26
Head operator (level 5)	31.67	47.51	63.34	63.34	95.01
Lubricants/bitumen plants and terminals					
Trainee (level 1)	22.16	33.24	44.32	44.32	66.48
Operator (competent) (level 2)	23.42	35.13	46.84	46.84	70.26
Operator (advanced) (level 3)	24.46	36.69	48.92	48.92	73.38
Specialist blender (level 4)	25.49	38.24	50.98	50.98	76.47
Head operator (level 5)	26.52	39.78	53.04	53.04	79.56

Commented [FWC1]: (Weekly rate (in cl 16.1) ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).
Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC2]: (Weekly rate (in cl 16.1) ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).
Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC3]: Relevant percentage in cl 23.4, 23.5, 23.6

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	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
		% of ordinary hourly rate ¹			
	100%	150%	200%	200%	300%
	\$	\$	\$	\$	\$
Maintenance					
Tradesperson (level 1)	25.63	38.45	51.26	51.26	76.89
Advanced tradesperson (level 2)	27.28	40.92	54.56	54.56	81.84
Dual trade tradesperson (level 3)	29.18	43.77	58.36	58.36	87.54
Maintenance co-ordinator (level 4)	30.36	45.54	60.72	60.72	91.08

¹Ordinary hourly rate includes the industry allowance payable to all employees, other than clerical employees, for all purposes.

(b) Clerical employees

	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
		% of ordinary hourly rate			
	100%	150%	200%	200%	300%
	\$	\$	\$	\$	\$
Clerical					
Level 1—Year 1	22.50	33.75	45.00	45.00	67.50
Level 1—Year 2	23.62	35.43	47.24	47.24	70.86
Level 1—Year 3	24.35	36.53	48.70	48.70	73.05
Level 2—Year 1	24.64	36.96	49.28	49.28	73.92
Level 2—Year 2	25.10	37.65	50.20	50.20	75.30
Level 3	26.03	39.05	52.06	52.06	78.09
Level 4	27.33	41.00	54.66	54.66	81.99
Level 5	28.44	42.66	56.88	56.88	85.32

Commented [FWC1]: (Weekly rate (in cl 16.1) ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).

Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC2]: (Weekly rate (in cl 16.1) ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).

Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC3]: Relevant percentage in cl 23.4, 23.5, 23.6

Commented [FWC4]: Weekly rate (in cl 16.1) ÷ 35 hours

Commented [FWC5]: Relevant percentage in cl 23.4, 23.5, 23.6

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

(a) Non-clerical employees

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Refinery operations				
Trainee operator (level 1)	33.95	45.26	45.26	56.58
Outside operator (level 2)	36.78	49.04	49.04	61.30
Advanced outside operator (level 3)	39.81	53.08	53.08	66.35
Console operator (level 4)	44.13	58.84	58.84	73.55
Head operator (level 5)	47.51	63.34	63.34	79.18
Lubricants/bitumen plants and terminals				
Trainee (level 1)	33.24	44.32	44.32	55.40
Operator (competent) (level 2)	35.13	46.84	46.84	58.55
Operator (advanced) (level 3)	36.69	48.92	48.92	61.15
Specialist blender (level 4)	38.24	50.98	50.98	63.73
Head operator (level 5)	39.78	53.04	53.04	66.30
Maintenance				
Tradesperson (level 1)	38.45	51.26	51.26	64.08
Advanced tradesperson (level 2)	40.92	54.56	54.56	68.20
Dual trade tradesperson (level 3)	43.77	58.36	58.36	72.95
Maintenance co-ordinator (level 4)	45.54	60.72	60.72	75.90

Commented [FWC6]: (Weekly rate ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).

Rates in table include the industry allowance in clause 19.2(b).

Commented [FWC7]: Relevant percentage in cl 22.2.

¹ **Ordinary hourly rate** includes the industry allowance payable to all employees, other than clerical employees for all purposes.

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(b) Clerical employees

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Clerical				
Level 1—Year 1	33.75	45.00	45.00	56.25
Level 1—Year 2	35.43	47.24	47.24	59.05
Level 1—Year 3	36.53	48.70	48.70	60.88
Level 2—Year 1	36.96	49.28	49.28	61.60
Level 2—Year 2	37.65	50.20	50.20	62.75
Level 3	39.05	52.06	52.06	65.08
Level 4	41.00	54.66	54.66	68.33
Level 5	42.66	56.88	56.88	71.10

Commented [FWC8]: Weekly rate (in cl 16.1) ÷ 35 hours

Commented [FWC9]: Relevant percentage in cl 22.2.

B.2.3 Shiftworkers—ordinary and penalty rates

(a) Non-clerical employees

	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
	% of ordinary hourly rate						
	115%	120%	130%	150%	200%	200%	300%
	\$	\$	\$	\$	\$	\$	\$
Refinery operations							
Trainee operator (level 1)	26.02	27.16	29.42	33.95	45.26	45.26	67.89
Outside operator (level 2)	28.20	29.42	31.88	36.78	49.04	49.04	73.56
Advanced outside operator (level 3)	30.52	31.85	34.50	39.81	53.08	53.08	79.62
Console operator (level 4)	33.83	35.30	38.25	44.13	58.84	58.84	88.26
Head operator (level 5)	36.42	38.00	41.17	47.51	63.34	63.34	95.01

Commented [FWC10]: (Base weekly rate ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).

Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC11]: Relevant percentage in cl 23.

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	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
% of ordinary hourly rate ¹							
	115%	120%	130%	150%	200%	200%	300%
	\$	\$	\$	\$	\$	\$	\$
Lubricants / bitumen plants and terminals							
Trainee (level 1)	25.48	26.59	28.81	33.24	44.32	44.32	66.48
Operator (competent) (level 2)	26.93	28.10	30.45	35.13	46.84	46.84	70.26
Operator (advanced) (level 3)	28.13	29.35	31.80	36.69	48.92	48.92	73.38
Specialist blender (level 4)	29.31	30.59	33.14	38.24	50.98	50.98	76.47
Head operator (level 5)	30.50	31.82	34.48	39.78	53.04	53.04	79.56
Maintenance							
Tradesperson (level 1)	29.47	30.76	33.32	38.45	51.26	51.26	76.89
Advanced tradesperson (level 2)	31.37	32.74	35.46	40.92	54.56	54.56	81.84
Dual trade tradesperson (level 3)	33.56	35.02	37.93	43.77	58.36	58.36	87.54
Maintenance co-ordinator (level 4)	34.91	36.43	39.47	45.54	60.72	60.72	91.08

Commented [FWC10]: (Base weekly rate ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).

Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC11]: Relevant percentage in cl 23.

¹ **Ordinary hourly rate** includes the industry allowance payable to all employees, other than clerical employees for all purposes.

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(b) Clerical employees

	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
	% of ordinary hourly rate						
	115%	120%	130%	150%	200%	200%	300%
	\$	\$	\$	\$	\$	\$	\$
Clerical							
Level 1—Year 1	25.88	27.00	29.25	33.75	45.00	45.00	67.50
Level 1—Year 2	27.16	28.34	30.71	35.43	47.24	47.24	70.86
Level 1—Year 3	28.00	29.22	31.66	36.53	48.70	48.70	73.05
Level 2—Year 1	28.34	29.57	32.03	36.96	49.28	49.28	73.92
Level 2—Year 2	28.87	30.12	32.63	37.65	50.20	50.20	75.30
Level 3	29.93	31.24	33.84	39.05	52.06	52.06	78.09
Level 4	31.43	32.80	35.53	41.00	54.66	54.66	81.99
Level 5	32.71	34.13	36.97	42.66	56.88	56.88	85.32

Commented [FWC12]: Weekly rate (in cl 16.1) ÷ 35 hours

Commented [FWC13]: Relevant percentage in cl 23.

B.2.4 Shiftworkers—overtime rates

(a) Non-clerical employees

	Monday to Saturday		Sunday	Public holiday	Continuous shift worker Monday to Sunday
	First 2 hours	After 2 hours			
	% of ordinary hourly rate ¹				
	150%	200%	200%	250%	200%
	\$	\$	\$	\$	\$
Refinery operations					
Trainee operator (level 1)	33.95	45.26	45.26	56.58	45.26
Outside operator (level 2)	36.78	49.04	49.04	61.30	49.04
Advanced outside operator (level 3)	39.81	53.08	53.08	66.35	53.08
Console operator (level 4)	44.13	58.84	58.84	73.55	58.84
Head operator (level 5)	47.51	63.34	63.34	79.18	63.34
Lubricants/bitumen plants and terminals					
Trainee (level 1)	33.24	44.32	44.32	55.40	44.32
Operator (competent) (level 2)	35.13	46.84	46.84	58.55	46.84

Commented [FWC14]: (Weekly rate ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).

Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC15]: Relevant percentage in cl 22.3 and 22.3.

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	Monday to Saturday		Sunday	Public holiday	Continuous shift worker
	First 2 hours	After 2 hours			Monday to Sunday
	% of ordinary hourly rate ¹				
	150%	200%	200%	250%	200%
	\$	\$	\$	\$	\$
Operator (advanced) (level 3)	36.69	48.92	48.92	61.15	48.92
Specialist blender (level 4)	38.24	50.98	50.98	63.73	50.98
Head operator (level 5)	39.78	53.04	53.04	66.30	53.04
Maintenance					
Tradesperson (level 1)	38.45	51.26	51.26	64.08	51.26
Advanced tradesperson (level 2)	40.92	54.56	54.56	68.20	54.56
Dual trade tradesperson (level 3)	43.77	58.36	58.36	72.95	58.36
Maintenance co-ordinator (level 4)	45.54	60.72	60.72	75.90	60.72

Commented [FWC14]: (Weekly rate ÷ 35 hours) + industry allowance (4% of standard rate) as in cl 19.2(b).

Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC15]: Relevant percentage in cl 22.3 and 22.3.

¹ Ordinary hourly rate includes the industry allowance payable to all employees, other than clerical employees for all purposes.

(b) Clerical employees

	Monday to Saturday		Sunday	Public holiday	Continuous shift worker
	First 2 hours	After 2 hours			Monday to Sunday
	% of ordinary hourly rate ¹				
	150%	200%	200%	250%	200%
	\$	\$	\$	\$	\$
Clerical					
Level 1—Year 1	33.75	45.00	45.00	56.25	45.00
Level 1—Year 2	35.43	47.24	47.24	59.05	47.24
Level 1—Year 3	36.53	48.70	48.70	60.88	48.70
Level 2—Year 1	36.96	49.28	49.28	61.60	49.28
Level 2—Year 2	37.65	50.20	50.20	62.75	50.20
Level 3	39.05	52.06	52.06	65.08	52.06
Level 4	41.00	54.66	54.66	68.33	54.66
Level 5	42.66	56.88	56.88	71.10	56.88

Commented [FWC16]: Weekly rate (in cl 16.1) ÷ 35 hours

Commented [FWC17]: Relevant percentage in cl 22.3 and 22.3.

B.3 Casual employees

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

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

(a) Non-clerical employees

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	125%	275%
	\$	\$
Refinery operations		
Trainee operator (level 1)	28.29	62.24
Outside operator (level 2)	30.65	67.43
Advanced outside operator (level 3)	33.18	72.99
Console operator (level 4)	36.78	80.91
Head operator (level 5)	39.59	87.10
Lubricants/bitumen plants and terminals		
Trainee (level 1)	27.70	60.94
Operator (competent) (level 2)	29.28	64.41
Operator (advanced) (level 3)	30.58	67.27
Specialist blender (level 4)	31.86	70.10
Head operator (level 5)	33.15	72.93
Maintenance		
Tradesperson (level 1)	32.04	70.49
Advanced tradesperson (level 2)	34.10	75.02
Dual trade tradesperson (level 3)	36.48	80.25
Maintenance co-ordinator (level 4)	37.95	83.49

Commented [FWC18]: (Weekly rate ÷ 35 hours) + (industry allowance (4% of standard rate) in cl 19.2(b) ÷ 35)

Rates in table include the industry allowance in cl 19.2(b).

Commented [FWC19]: (Weekly rate ÷ 35 hours) + (industry allowance (4% of standard rate) in cl 19.2(b) ÷ 35) + 25% casual loading in cl 11.3(a).

¹ **Ordinary hourly rate** includes the industry allowance payable to all employees, other than clerical employees for all purposes.

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(b) Clerical employees

	Ordinary hours	Public holiday
	% of ordinary hourly rate	
	125%	275%
	\$	\$
Clerical		
Level 1—Year 1	28.13	61.88
Level 1—Year 2	29.53	64.96
Level 1—Year 3	30.44	66.97
Level 2—Year 1	30.80	67.76
Level 2—Year 2	31.38	69.03
Level 3	32.54	71.59
Level 4	34.16	75.16
Level 5	35.55	78.21

Commented [FWC20]: Weekly rate (in cl 16.1) ÷ 35 hours

Commented [FWC21]: ((Weekly rate ÷ 35 hours) + 25% casual loading in cl 11.3(a).

B.3.2 Casual shiftworkers—ordinary and penalty rates

(a) Non-clerical employees

	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹						
	140%	145%	155%	175%	225%	225%	325%
	\$	\$	\$	\$	\$	\$	\$
Refinery operations							
Trainee operator (level 1)	31.68	32.82	35.08	39.61	50.92	50.92	73.55
Outside operator (level 2)	34.33	35.55	38.01	42.91	55.17	55.17	79.69
Advanced outside operator (level 3)	37.16	38.49	41.14	46.45	59.72	59.72	86.26
Console operator (level 4)	41.19	42.66	45.61	51.49	66.20	66.20	95.62
Head operator (level 5)	44.34	45.92	49.09	55.43	71.26	71.26	102.93
Lubricants / bitumen plants and terminals							
Trainee (level 1)	31.02	32.13	34.35	38.78	49.86	49.86	72.02
Operator (competent) (level 2)	32.79	33.96	36.31	40.99	52.70	52.70	76.12
Operator	34.25	35.47	37.92	42.81	55.04	55.04	79.50

Commented [FWC22]: (Weekly rate ÷ 35 hours) + (industry allowance (4% of standard rate) in cl 19.2(b) ÷ 35)

Rates in table include the industry allowance in cl 19.2(b).

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	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
% of ordinary hourly rate ¹							
	140%	145%	155%	175%	225%	225%	325%
	\$	\$	\$	\$	\$	\$	\$
(advanced) (level 3)							
Specialist blender (level 4)	35.68	36.96	39.51	44.61	57.35	57.35	82.84
Head operator (level 5)	37.13	38.45	41.11	46.41	59.67	59.67	86.19
Maintenance							
Tradesperson (level 1)	35.88	37.17	39.73	44.86	57.67	57.67	83.30
Advanced tradesperson (level 2)	38.19	39.56	42.28	47.74	61.38	61.38	88.66
Dual trade tradesperson (level 3)	40.86	42.32	45.23	51.07	65.66	65.66	94.84
Maintenance co-ordinator (level 4)	42.50	44.02	47.06	53.13	68.31	68.31	98.67

Commented [FWC22]: (Weekly rate ÷ 35 hours) + (industry allowance (4% of standard rate) in cl 19.2(b) ÷ 35)

Rates in table include the industry allowance in cl 19.2(b).

¹ Ordinary hourly rate includes the industry allowance payable to all employees, other than clerical employees for all purposes.

(b) Clerical employees

	Afternoon & night	Permanent afternoon	Permanent night	Saturday		Sunday	Public holiday
				First 2 hours	After 2 hours		
% of ordinary hourly rate							
	140%	145%	155%	175%	225%	225%	325%
	\$	\$	\$	\$	\$	\$	\$
Clerical							
Level 1—Year 1	31.51	32.63	34.88	39.38	50.63	50.63	73.13
Level 1—Year 2	33.07	34.25	36.62	41.34	53.15	53.15	76.77
Level 1—Year 3	34.09	35.31	37.75	42.62	54.79	54.79	79.14
Level 2—Year 1	34.50	35.73	38.19	43.12	55.44	55.44	80.08
Level 2—Year 2	35.15	36.40	38.91	43.93	56.48	56.48	81.58
Level 3	36.44	37.75	40.35	45.56	58.57	58.57	84.60
Level 4	38.26	39.63	42.36	47.83	61.49	61.49	88.82
Level 5	39.82	41.24	44.08	49.77	63.99	63.99	92.43

Commented [FWC23]: Weekly rate (in cl 16.1) ÷ 35 hours

Schedule C—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

See clause 19—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly wage rate for a Maintenance Tradesperson in clause 16—~~Minimum rates~~ ~~Minimum rates~~ = \$862.50

Allowance	Clause	% of <u>standard rate</u> \$837.40	\$ per week	<u>Pavable</u>
Industry allowance ¹ — other than clerical employees	19.2(b)	4.00	34.50	<u>per week</u>
First aid allowance	19.2(c)	2.00	17.25	<u>per week</u>
Leading hand in charge of:	19.2(d)			
3 to 10 employees		4.40	37.95	<u>per week</u>
11 to 20 employees		5.60	48.30	<u>per week</u>
More than 20 employees		7.53	64.95	<u>per week</u>

¹This allowance applies for all purposes of this award.

C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on percentage of the standard rate as specified.

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 19.3:

Allowance	Clause	\$	<u>Pavable</u>
Meal allowance— overtime	19.3(a)	14.70 per meal	<u>per meal</u>
Vehicle allowance	19.3(c)	0.78 per km	<u>per km</u>
Tool allowance	19.3(d)	15.29 per week	<u>per week</u>

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the **standard rate**, an expense-related allowance will be increased by the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) For clause 19.3 the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable index figure
Overtime meal allowance	Take-away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

Schedule D—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 ~~six-6~~ years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each ~~two-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 ~~four-4~~ years (unless the apprenticeship is of ~~three-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

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

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

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

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- E.4.1** Provided that the minimum amount payable must be not less than **\$87** per week.
- E.4.2** 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 SWS.

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 ~~four~~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____

Schedule I—Part-day public holidays

Clause 29 amended in accordance with [2019] FWCFB 5145 at [50] ([determination](#) in draft form).

- I.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- I.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause I.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause I.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

I.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

I.3I.4 This schedule is not intended to detract from or supplement the [NES](#).

Draft