

# Road Transport and Distribution Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 June 2019 ([PR704205](#), [PR707448](#), [PR707647](#), [PR709080](#)).

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

- 15—Classifications and minimum wage rates
- 16—Allowances
- Schedule E—Supported Wage System

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/212](#); [AM2014/301](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#); [AM2016/32](#)

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## Part 1—Application and Operation

### 1. Title

This award is the *Road Transport and Distribution Award 2010*.

### 2. Commencement and transitional

[Varied by [PR988393](#), [PR542158](#)]

**2.1** This award commences on 1 January 2010.

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

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

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

[2.4 varied by [PR542158](#) ppc 04Dec13]

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

[2.5 varied by [PR542158](#) ppc 04Dec13]

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

[2.6 varied by [PR542158](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR988393](#), [PR994481](#), [PR997772](#), [PR503651](#), [PR546008](#), [PR546558](#), [PR608173](#)]

#### 3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994481](#) from 01Jan10]

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

**aerodrome attendant** means an employee who is employed principally in driving and/or operating any aviation refuelling or servicing unit or equipment or hydrant dispensing system at an aerodrome to deliver aviation fuels, lubricants and/or other aviation products to aircraft and in receiving, storing and distributing such fuels, lubricants and other products at an aerodrome depot, including the performance as required of all tasks ancillary to such receipt, storage, distribution and delivery. Provided that this definition does not exclude allocation by the employer of other duties connected with the safe and efficient operation of vehicles, plant and equipment, the general tidiness of facilities at an airport depot, and the safety of personnel, or the bridging of stocks from terminals or depots to airports by an aerodrome attendant. This definition does not include coxswains or motorboat drivers operating refuelling units at a flying-boat base.

[Definition of **agreement-based transitional instrument** inserted by [PR994481](#) from 01Jan10]

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

**ancillary vehicles and/or equipment** means mechanically powered vehicles and/or equipment (other than trucks) used by employers in the loading, unloading, stacking, moving, sorting or handling of goods and/or materials in connection with work which is part of or ancillary to the business of the employer

**articulated vehicle** means a vehicle with three or more axles, comprising a power unit (called a prime mover, tractor truck etc.) and a semi-trailer which is superimposed on the power unit and coupled together by means of a king-pin and revolving on a turn-table and is articulated whether automatically detachable or permanently coupled

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[Definition of **award-based transitional instrument** inserted by [PR994481](#) from 01Jan10]

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

[Definition of **base rate of pay** inserted by [PR546558](#) ppc 07Jan14]

**base rate of pay** has the meaning in section 16 of the *Fair Work Act 2009* (Cth)

[Definition of **Commission** deleted by [PR994481](#) from 01Jan10]

**courier** means an employee who is engaged as a courier and who uses a passenger car or station wagon, light commercial van, motorcycle or bicycle or who delivers on foot, in the course of such employment

**crane chaser/dogger** means a person who holds a certificate of competency as a crane chaser from an appropriate authority

**crane offsider** means an employee who has the responsibility to supervise the setting up of a mobile crane and/or carry out the work of slinging loads and to control the movement of loads when handled by lifting appliances

[Definition of **default fund employee** inserted by [PR546008](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546008](#) ppc 01Jan14]

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

**dirty material** means bituminous products, black lead, briquettes, charcoal, coal, coke, plumbago, graphite, manganese, lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, Quickardo cement, superphosphate, rock phosphate, dicalcic phosphate, yellow ochre, red ochre, empty flour-bags, supercel in jute bags, stone dust, garbage, street sweepings, tar, sludge, used oil, liquid petroleum gas, shives of flax when carted as a full load

**distribution facility** means a facility from which goods are distributed by road (and at which such goods may be stored for the purposes of subsequent distribution) which is operated by an employer as part of or in connection with a road transport business of that employer

**distribution facility employee** means an employee defined in Schedule B—Classification Definitions for Distribution Facility Employees of this award

[Definition of **Division 2B State award** inserted by [PR503651](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503651](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**double-articulated vehicle** means a vehicle with four or more axles, comprising a power unit (called tractor truck, prime mover, etc.) and semi-trailer (called dolly trailer) which is superimposed on the power unit, which in turn has a load-carrying semi-trailer superimposed upon the dolly trailer, both semi-trailers and the power unit being coupled together by means of king-pins and revolving on turn-tables and are articulated whether automatically detachable or permanently coupled

**driver-salesperson** means an employee who is entrusted by the employer with goods or articles for sale and is required to exercise sales skills in competition with other salespeople in respect of such goods or articles in the normal course of duty, and who is not in receipt of a commission upon goods or articles sold. The term 'driver-salesperson' does not include a driver who is entrusted with goods or articles for delivery to customers in such quantities as such customers require.

[Definition of **employee** substituted by [PR994481](#), [PR997772](#) from 01Jan10]

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

**employee handling money** means an employee who collects or pays out money, excluding non-negotiable cheques, and who is responsible for the safe custody of the amounts so collected to be paid out

[Definition of **employer** substituted by [PR994481](#), [PR997772](#) from 01Jan10]

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

[Definition of **enterprise award** deleted by [PR994481](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994481](#) from 01Jan10]

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

[Definition of **exempt public sector superannuation scheme** inserted by [PR546008](#) ppc 01Jan14]

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

[Definition of **enterprise NAPSA** deleted by [PR994481](#) from 01Jan10]

[Definition of **fatigue management rules/regulations** inserted by [PR546558](#) ppc 07Jan14]

**fatigue management rules/regulations** means Commonwealth, State or Territory laws, controlling driving and working hours of heavy vehicle operators or fatigue management

**furniture** means any article of household and/or office furniture or white-goods which are completely manufactured and ready for use, and includes furniture being transported from a manufacturer to a retail store unless such furniture is crated, in cartons or otherwise covered

**greaser and cleaner** includes a person required to refuel motor vehicles at a depot, yard or garage

**gross combination mass or GCM** means the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle

**gross vehicle mass or GVM** means the maximum permissible mass (whether described as the gross train vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by the law to be painted or displayed on the motor vehicle

**interstate operation** means an operation involving a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement in one State or Territory to a principal point of destination in another State or Territory. Provided that to be an interstate operation the distance involved must exceed 200 kilometres, for any single journey. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city.

**livestock** means horses, cattle, sheep, pigs, goats or poultry

**loader** means an employee engaged in loading or unloading any goods, wares, merchandise or materials onto or from any vehicle and in work incidental to such loading or unloading; and a person engaged as a motor driver's assistant but who performs work on the waterfront of the nature usually performed by a loader will be deemed to be a loader whilst performing such work

**long distance operation** means any interstate operation, or any return journey where the distance travelled exceeds 500 kilometres and the operation involves a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement to a principal point of destination. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city.

**low loader** means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with a loading area of the semi-trailer a maximum of 1 metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limits.

**motor driver's assistant** means any employee who accompanies the driver to assist in loading or unloading or delivering

[Definition of **MySuper product** inserted by [PR546008](#) ppc 01Jan14]

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

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[Definition of **NAPSA** deleted by [PR994481](#) from 01Jan10]

[Definition of **NES** substituted by [PR994481](#) from 01Jan10]

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

**offensive material** means bone-dust, bones, blood, manure, dead animals, offal, fat, including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in second-hand casks or in second-hand iron or steel drums, green skins, raw hides and sheep-skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), salt-cake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheep's trotters (known as pie), sulphuric acid of the strength of 96% or 98% in cases in which the carter is required to handle individual jars, horse, cow or pig manure, meat-meal, liver meal, blood meal and TNT

[Definition of **on-hire** inserted by [PR994481](#) from 01Jan10]

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

**quarried materials** means any material and/or by-product of any material, excluding coal and coal-related products, which has been removed from a quarry, sand pit, or a mine, provided that such material is for use in manufacturing or construction purposes. Quarried materials also means slag and slag by-products, excluding coal-slag products.

**radio operator** means an employee whose major duties are staffing of a mobile two-way radio system, data entry dispatch system, voice dispatch system and/or any other form of dispatch system and include all instruction relating to the movement of goods and/or freight

**road-train vehicle** means a rigid vehicle to which are coupled two or more trailers, or an articulated vehicle to which is coupled one or more trailer(s)

[Definition of **road transport and distribution industry** varied by [PR608173](#) ppc 01Jul18]

**road transport and distribution industry** means:

- (a) the transport by road of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock, including where the work performed is ancillary to the principal business, undertaking or industry of the employer;
- (b) the receiving, handling or storing of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise in a distribution facility;



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- (c) the storage and distribution of goods, wares, merchandise, materials or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock where the storage and distribution activities are carried out in connection with air freight forwarding and customs clearance;
- (d) the wholesale transport and delivery by road of meat from abattoirs, slaughterhouses, and wholesale meat depots;
- (e) mobile food vending;
- (f) the cartage and/or distribution, in tankers, of petrol or bulk petroleum products (in the raw or manufactured state) from refineries, terminals or depots of oil companies and/or distributors; the cartage and/or distribution on road vehicles of packaged petroleum products (in the raw or manufactured state) from refineries, terminals or depots of oil companies and/or distributors and the transport and/or distribution of petrol and petroleum products (in the raw or manufactured state) for distributors of oil companies or for contractors or sub-contractors to such distributors;
- (g) the road transport of crude oil or gas condensate;
- (h) the transport on public roads of milk and cream in bulk, and the transport, vending and distribution of milk, cream, butter, cheese and their derivatives (including fruit juices, yoghurt and custard); and/or
- (i) the cartage by road of quarried materials.
- (j) the distribution and/or relocation by road of new or used vehicles as described in the classifications within this award where the vehicle itself is required to be driven from one location to another for the purposes of delivery and/or relocation of the vehicle

**standard rate** means the minimum weekly wage for a Transport worker grade 3 in clause 15—Classifications and minimum wage rates

[Definition of **transitional minimum wage instrument** inserted by [PR994481](#) from 01Jan10]

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

**transport rigger** means a person engaged in the movement of plant or equipment as part of the transport task who holds a certificate of competency from an appropriate authority

**truck loading crane** means a crane which is mounted on a truck or trailer and which is used for the purpose of loading or unloading loads from the truck or trailer on which the crane is mounted

**yardperson** means an employee not otherwise specified, employed in, or in connection with a depot, yard or garage, but does not include any person exclusively employed as a skilled tradesperson

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

## **4. Coverage**

[Varied by [PR994481](#)]

- 4.1** This industry award covers employers throughout Australia in the road transport and distribution industry and their employees in the classifications listed in clause 15—Classifications and minimum wage rates to the exclusion of any other modern award.

- 4.2** This award does not cover employers and employees covered by the following awards:

- *Mining Industry Award 2010*;
- *Road Transport (Long Distance Operations) Award 2010* whilst undertaking long distance operations;
- *Transport (Cash in Transit) Award 2010*; and
- *Waste Management Award 2010*.

- 4.3** The award does not cover an employee excluded from award coverage by the Act.

[4.4 substituted by [PR994481](#) from 01Jan10]

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

[New 4.5, 4.6 and 4.7 inserted by [PR994481](#) from 01Jan10]

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

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

- 4.7** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.5 renumbered as 4.8 by [PR994481](#) from 01Jan10]

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

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

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

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

## **7. Individual flexibility arrangements**

[Varied by [PR542158](#); 7—Award flexibility renamed and substituted by [PR610201](#) pc 01Nov18]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and

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

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

**7.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

**7.7** An agreement must be:

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

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

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

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

**7.11** An agreement may be terminated:

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

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

- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **8. Facilitative provisions**

[Varied by [PR546558](#)]

### **8.1 Facilitative provisions**

#### **(a) Agreement to vary award provisions**

- (i) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.
- (ii) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

#### **(b) Facilitation by individual agreement**

[8.1(b)(i) varied by [PR546558](#)]

- (i) The following facilitative provisions can be utilised upon agreement between an employer and an employee:
- clause 16.2(f)—Travelling allowance;
  - clause 22.2—Hours of work—ordinary hours, days of the week;
  - clause 22.3—Hours of work—spread of hours;
  - clause 22.5—Hours of work—normal rostered day off;
  - clause 23.3—Hours of work—ordinary hours, spread of hours;
  - clause 23.6—Hours of work—rostered days off; and
  - clause 24.6—Shiftwork—transfer to or from shiftwork.
- (ii) The agreement reached must be recorded in writing and kept as a time and wages record.

#### **(c) Facilitation by majority agreement**

- (i) The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or

part of the workplace. Once such an agreement has been reached the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:

- clause 22.2—Hours of work—ordinary hours, days of week;
  - clause 22.3—Hours of work—maximum number of hours, spread of hours;
  - clause 23.3—Hours of work—ordinary hours, spread of hours;
  - clause 23.4—Hours of work—rural distribution operations;
  - clause 23.6—Hours of work—rostered days off; and
  - clause 24.2—Shiftwork—shiftwork hours and rosters.
- (ii) The agreement reached must be recorded in writing and kept as a time and wages record.

## Part 2—Consultation and Dispute Resolution

### 9. Consultation about major workplace change

[9—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 9—Consultation renamed and substituted by [PR610201](#) ppc 01Nov18]

**9.1** 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.

**9.2** For the purposes of the discussion under clause 9.1(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.
- 9.3** Clause 9.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 9.4** 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 9.1(b).
- 9.5** In clause 9:
- 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.
- 9.6** Where this award makes provision for alteration of any of the matters defined at clause 9.5, such alteration is taken not to have significant effect.

## **9A. Consultation about changes to rosters or hours of work**

[9A inserted by [PR610201](#) ppc 01Nov18]

- 9A.1** Clause 9A 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.
- 9A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 9A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 9A.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.

**9A.4** The employer must consider any views given under clause 9A.3(b).

**9A.5** Clause 9A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **10. Dispute resolution**

[Varied by [PR994481](#), [PR542158](#); substituted by [PR610201](#) ppc 01Nov18]

**10.1** Clause 10 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**10.2** 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.

**10.3** If the dispute is not resolved through discussion as mentioned in clause 10.2, 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.

**10.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 10.2 and 10.3, a party to the dispute may refer it to the Fair Work Commission.

**10.5** 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.

**10.6** 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.

**10.7** 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 10.

**10.8** While procedures are being followed under clause 10 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.

**10.9** Clause 10.8 is subject to any applicable work health and safety legislation.



## **11. Dispute resolution training leave**

- 11.1** An eligible employee representative is entitled to and must be granted, leave with pay each calendar year, non-cumulative, to a maximum of five days per year, to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this award and/or industrial issues which arise at the workplace. A shop steward, delegate or employee representative will only be entitled to leave in accordance with this clause for bona fide courses.
- 11.2** For the purpose of this clause, a 'bona fide course' means a Dispute Resolution Training Leave Course conducted under the auspices of a registered training organisation whose scope of registration includes industrial relations training.
- 11.3** An employee representative must give the employer six weeks notice of intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 11.4** The notice to the employer must include details of the type, content and duration of the course to be attended. Upon request, the course curriculum will be provided to the employer.
- 11.5** Leave must be available according to the following scale for each yard, depot or garage of an employer:

<b>No. of full-time plus part-time employees covered by this award</b>	<b>Max. no. of employee representatives eligible to attend per year</b>	<b>Max. no. of days permitted per year</b>
5–15	1	5
16–30	2	10
31–50	3	15
51–100	4	20
101 and over	5	25

- 11.6** An employer is not liable for any additional expenses associated with an employees attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings are the relevant minimum wage rate and shiftwork loadings, where relevant, plus overaward payment where applicable.
- 11.7** Leave of absence on training leave must be counted as service.
- 11.8** The employee must provide the employer with proof of attendance.
- 11.9** The granting of leave pursuant to this clause is subject to the employer being able to make adequate staffing arrangements among current employees during the period of such leave.

- 11.10** An employee will not be eligible to attend such courses until six months continuous service has been served with the employer.

## **Part 3—Types of Employment and Termination of Employment**

### **12. Types of employment**

[12 varied by [PR546558](#)]

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

- 12.2** At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual. Such decision will then be recorded in a time and wages record.

#### **12.3 Full-time employment**

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

#### **12.4 Part-time employment**

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.
- (b) Before commencing part-time employment, the employee and employer must agree upon:
  - (i) the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
  - (ii) the classification applying to the work to be performed.
- (c) Except as otherwise provided in this award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 12.4(b)(i).
- (d) The terms of the agreement may be varied by consent.
- (e) The terms of the agreement or any variation to it must be in writing and retained by the employer. A copy of the agreement and any variation to it must be provided to the employee by the employer.
- (f) A part-time employee must be paid per hour 1/38th of the weekly rate prescribed by clause 15—Classifications and minimum wage rates for the classification in which the employee is engaged. A part-time employee must receive a minimum payment of four hours for each day engaged.
- (g) The terms of this award apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

- (h) All time worked in excess of the agreed hours referred to in clause 12.4(b)(i) will be paid at the appropriate overtime rate.

## 12.5 Casual employment

- (a) A casual employee is an employee engaged as such and paid by the hour.
- (b) An employer must, wherever practicable, notify a casual employee if their services are not required the next working day.
- (c) A casual employee while working ordinary hours, must be paid on an hourly basis 1/38th of the minimum weekly rate for their classification in clause 15—Classifications and minimum wage rates, plus a loading of 25%. A minimum payment of four hours is to be paid.

[12.5(d) substituted by [PR546558](#) ppc 07Jan14]

- (d) A casual employee shall be paid for all overtime worked at overtime rates specified in clause 27.1. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum weekly wage specified for their classification in clause 15—Classifications and minimum wage rates. A casual employee will not receive the 25% casual loading referred to in clause 12.5(c) whilst working overtime.

Example: Assuming the hourly rate is \$10 per hour, a casual employee would be paid \$12.50 per hour for ordinary hours of work and would be paid according to the following methodology when working overtime:

- Time and a half—a payment of \$15 plus 10% of \$10, as the hourly rate, giving a total payment of \$16.
- Double time—a payment of \$20 plus 10% of \$10, as the hourly rate, giving a total payment of \$21.

## 12.6 Conversion of casual employment

- (a) A casual employee, other than an **irregular casual employee** who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) An employer of such an employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 12 months.
- (c) The employee retains the right of election under this clause even if the employer fails to comply with clause 12.6(b).
- (d) A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time employment

or part-time employment will be deemed to have elected against any such conversion.

- (e) Any casual employee who has the right to elect under clause 12.6(a), upon receiving notice under clause 12.6(b), or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must either consent to or refuse the election but must not unreasonably so refuse.
- (f) A casual employee who has elected to be converted to a full-time employee or a part-time employee in accordance with clause 12.6(e) may only revert to casual employment by written agreement with the employer.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and the employee, subject to clause 12.6(e), must discuss and agree upon:
  - (i) which form of employment the employee will convert to, that is, full-time or part-time; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12.4(b).
- (h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee. Upon such agreement being reached, the employee will convert to full-time or part-time employment. Where, in accordance with clause 12.6(e) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (i) An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

## 13. Termination of employment

[13 substituted by [PR610201](#) ppc 01Nov18]

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

### 13.1 Notice of termination by an employee

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

**Table 1—Period of notice**

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

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

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

### 13.2 Job search entitlement

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

- 13.3** The time off under clause 13.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## **14. Redundancy**

[Varied by [PR994481](#), [PR503651](#), [PR561478](#); substituted [PR707030](#) by ppc 03May19]

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

### **14.1 Transfer to lower paid duties on redundancy**

- (a) Clause 14.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### **14.2 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 14 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **14.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice

prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 13.2 and 13.3.

## Part 4—Minimum Wages and Related Matters

### 15. Classifications and minimum wage rates

[Varied by [PR988393](#), [PR997918](#), [PR509069](#), [PR522900](#), [PR536703](#), [PR546558](#), [PR551626](#), [PR566709](#), [PR579803](#), [PR592135](#), [PR593828](#), [PR608173](#), [PR606362](#), [PR707448](#)]

#### 15.1 Classifications

The classifications under this award are set out in Schedule B—Classification Definitions for Distribution Facility Employees and Schedule C—Classification Structure and Minimum Rates of Pay.

#### 15.2 Minimum wage rates

[15.2 varied by [PR997918](#), [PR509069](#), [PR522900](#), [PR536703](#), [PR546558](#), [PR551626](#), [PR566709](#), [PR579803](#), [PR592135](#), [PR606362](#), [PR707448](#) ppc 01Jul19]

The minimum wage rates of pay for a full-time adult employee are set out below:

Transport worker grade	Minimum weekly rate \$	Minimum hourly rate \$
1	784.60	20.65
2	804.30	21.17
3	814.20	21.43
4	829.20	21.82
5	839.60	22.09
6	849.20	22.35
7	861.60	22.67
8	886.60	23.33
9	901.50	23.72
10	923.80	24.31

[Note inserted by [PR608173](#) ppc 01Jul18]

NOTE: Minimum wages for employees engaged in vehicle relocation and/or distribution as defined in clause 3.1(j) are affected by transitional provisions contained in clause 15.6.

### 15.3 Juniors

- (a) The minimum rate to be paid to junior employees is as follows:
  - (i) Under 19 years of age: 70% of the base wage payable to an adult for the class of work performed in the area in which it is performed as provided by clause 15—Classifications and minimum wage rates.
  - (ii) 19 years and under 20 years of age: 80% of the base wage payable to an adult for the class of work performed in the area in which it is performed as provided by clause 15.
  - (iii) 20 years of age: the full rate payable to an adult employee for the class of work performed in the area in which it is performed as provided by clause 15.
- (b) Where a junior employee aged 18 years or more is required to drive a motor vehicle and is in sole charge of that vehicle, the employee must be paid the adult rate assigned to the class of driving work that the employee is required to perform.

### 15.4 National training wage

[15.4 substituted by [PR593828](#) ppc 01Jul17;]

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

[15.4(b) varied by [PR606362](#), [PR707448](#) ppc 01Jul19]

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

### 15.5 Supported wage system

See Schedule E

### 15.6 Transitional provisions—vehicle distribution and/or relocation

[15.6 inserted by [PR608173](#) ppc 01Jul18]

The minimum wages for employees engaged in the distribution and/or relocation of vehicles as defined in clause 3.1(j) will be as follows:



**(a) From 1 July 2018 to 30 June 2019**

The National Minimum Wage plus one-third of the difference between the National Minimum Wage and the applicable minimum wage rate in clause 15.2.

**(b) From 1 July 2019 to 30 June 2020**

The National Minimum Wage plus two-thirds of the difference between the National Minimum Wage and the applicable minimum wage rate in clause 15.2.

**(c) From 1 July 2020 onwards**

The applicable minimum wage rate in clause 15.2.

## **16. Allowances**

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994481](#), [PR998147](#), [PR509191](#), [PR523021](#), [PR536824](#), [PR546558](#), [PR551747](#), [PR566848](#), [PR579543](#), [PR592297](#), [PR606519](#), [PR704205](#), [PR707647](#)]

[New 16.1 inserted by [PR546558](#) ppc 07Jan14]

**16.1** The allowances in clause 16.2 are payable to full-time, part-time and casual employees. In the case of part-time and casual employees, they will be calculated as follows:

- (a)** For weekly allowances, 1/38th of the specified amount per hour worked up to a maximum of 38 hours in any one week.
- (b)** For daily allowances, the amount prescribed in clause 16.2.
- (c)** For hourly allowances, payment for each hour worked up to a maximum of 38 hours in any one week.

[16.1 renumbered as 16.2 by [PR546558](#) ppc 07Jan14]

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

**(a) Leading hand allowance**

[16.1(a) renamed by [PR994481](#) from 01Jan10; varied by [PR546558](#) ppc 07Jan14]

<b>An employee appointed as a leading hand in charge of:</b>	<b>% of the <u>standard rate</u> per week</b>
Not less than 3 and not more than 10 employees	4.72
More than 10 and not more than 20 employees	7.03
More than 20 employees	8.93

These allowances do not apply to leading loader.

**(b) Miscellaneous**

[16.2(b)(i) varied by [PR546558](#) ppc 07Jan14]

- (i) Any employee required to drive a motor vehicle in excess of the limit in length prescribed by or under any State or Commonwealth Act—0.46% of the [standard rate](#) per day.
- (ii) Any employee required to drive a motor vehicle with a truck loading crane mounted on the vehicle—0.46% of the [standard rate](#) per day.
- (iii) Any employee required to drive a motor vehicle with a side-lifter crane mounted on the vehicle—0.46% of the [standard rate](#) per day.

[16.2(b)(iv) varied by [PR546558](#) ppc 07Jan14]

- (iv) Any employee required to drive a motor vehicle in excess of 3.5 metres in width or transport a load in excess of that width—0.46% of the [standard rate](#) per day.
- (v) Any employee who is a recognised furniture carter engaged in removing and/or delivering furniture—2.59% of the [standard rate](#) per week.
- (vi) Any employee who is a recognised livestock carter carting livestock—2.59% of the [standard rate](#) per week.
- (vii) Any employee driving sanitary vehicle—2.92% of the [standard rate](#) per week.
- (viii) Any employee driving vehicle collecting garbage—2.39% of the [standard rate](#) per week.
- (ix) Any employee who is a Driver-salesperson—2.19% of the [standard rate](#) per week.

[16.2(b)(x) varied by [PR546558](#) ppc 07Jan14]

- (x) Any employee carting loading and/or unloading carbon black except when packed in sealed metal containers—0.28% of the [standard rate](#) per day.

[16.2(b)(xi) varied by [PR546558](#) ppc 07Jan14]

- (xi) Any employee carting loading and/or unloading offensive material—0.36% of the [standard rate](#) per day.
- (xii) Any employee carting loading and/or unloading dirty material—0.06% of the [standard rate](#) per hour.
- (xiii) Any employee who is required to cart tar (other than in sealed containers) for immediate spreading upon streets, tar in unsealed containers, or tarred

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material for spreading upon streets; and/or who spreads either of them upon streets—0.45% of the [standard rate](#) per week.

- (xiv) Any employee required to handle coffins containing human remains—0.38% of the [standard rate](#) for each coffin handled.

### (c) Employee handling money as defined

For any amount handled:	% of the <a href="#">standard rate</a> per week
Up to \$20	0.23
Over \$20 but not exceeding \$200	0.45
Over \$200 but not exceeding \$600	0.77
Over \$600 but not exceeding \$1000	1.00
Over \$1000 but not exceeding \$1200	1.41
Over \$1200 but not exceeding \$1600	2.18
Over \$1600 but not exceeding \$2000	2.41
Over \$2000	2.74

### (d) Dangerous goods

- (i) A driver engaged in the transport of bulk dangerous goods or carting explosives in conformity with the Australian explosives code by public road must receive an allowance of 2.37% of the [standard rate](#) per day. Bulk dangerous goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.
- (ii) A driver engaged in the transport of packaged dangerous goods which requires placarding by public road must receive an allowance of 0.99% of the [standard rate](#) per day. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.
- (iii) Where a weekly employee is required to possess a license to operate a vehicle carrying dangerous goods (as defined in the Australian Dangerous Goods Code), training and medical costs must be reimbursed by the employer.

### (e) First aid allowance

An employee holding a current first aid qualification from St John Ambulance or similar body and appointed by the employer to perform first aid duty must be paid 1.6% of the [standard rate](#) in addition to wages for any week so appointed. The employer will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain and maintain the appropriate first aid qualification.

**(f) Travelling allowance**

[16.1(f)(i) varied by [PR994481](#), [PR523021](#), [PR536824](#); 16.2(f) substituted by [PR546558](#) ppc 07Jan14; varied by [PR551747](#) ppc 01Jul14]

An employee engaged in travelling on duty, or on work on which the employee is unable to return home at night must be paid personal expenses reasonably incurred in travelling, of at least \$31.66 per day. Where an employer provides suitable accommodation and meals such allowance shall not be payable.

[16.2 renumbered as 16.3 and varied by [PR546558](#) ppc 07Jan14]

**16.3** Where a higher allowance amount becomes payable under clauses 16.2(b)(vi), (vii), (viii), (x), (xi), (xii) or (xiii) it will supersede any lesser allowance contained in these items which otherwise would have been payable.

**16.4 Expenses incurred in the course of employment**

[16.3 renumbered as 16.4 by [PR546558](#) ppc 07Jan14]

**(a) Work diary**

Where an employee is required to possess a work diary, the cost of such diary must be reimbursed by the employer.

**(b) Articles of clothing**

- (i)** Where the employer requires an employee to wear any special clothing such as any special uniform, cap, overall or other article, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is provided by the employer.
- (ii)** Where an employee is required by the employer to work continuously in conditions in which, because of their nature, the clothing would otherwise become saturated, the employer must reimburse the employee for the cost of purchasing protective clothing. The provisions of this clause do not apply where the protective clothing is provided by the employer.
- (iii)** Where an employee is employed as a greaser and cleaner, or is normally required to service vehicles, the employer must reimburse the employee for the cost of purchasing overalls. The provisions of this clause do not apply where the overalls are provided by the employer.
- (iv)** Provided that this clause does not apply to employees who are required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.
- (v)** Provided further that such protective clothing will remain the property of the employer, and that the employee will be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

**(c) Housing**

- (i) Any employee required by the employer to live at a depot, yard or garage must be paid an allowance equal to the amount of the rental charged by the employer for the accommodation at the depot, yard or garage.

[16.3(c)(ii) varied by [PR998147](#), [PR523021](#), [PR536824](#); 16.4(c)(ii) varied by [PR551747](#), [PR566848](#), [PR606519](#), [PR704205](#), [PR707647](#) ppc 01Jul19]

- (ii) If an employer provides housing accommodation for an employee and the employee's family, and requires the employee to live there and charges rental, the employer must pay the employee an allowance of \$3.15 less than the amount of rental charged by the employer for the accommodation.

**(d) Medical checks**

An employer requiring employees to undertake medical checks during a term of employment or requiring persons seeking employment to undertake a medical check as part of an interview process, must reimburse all medical costs not recoverable from a health fund by the employee or persons seeking employment.

**(e) Meal allowance**

[16.3(e) varied by [PR998147](#), [PR509191](#), [PR523021](#), [PR536824](#); 16.4(e) varied by [PR551747](#), [PR566848](#), [PR579543](#), [PR592297](#), [PR606519](#), [PR704205](#), [PR707647](#) ppc 01Jul19]

Where clause 26.2(a) applies an employee must be paid a meal allowance of \$16.25.

**16.5 Adjustment of expense related allowances**

[16.4 renumbered as 16.5 by [PR546558](#) ppc 07Jan14]

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

[16.4(b) substituted by [PR994481](#) from 01Jan10]

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

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Vehicle/travel allowance	Private motoring sub-group
Housing	Domestic holiday travel and accommodation sub-group

## **17. District allowances**

[Varied by [PR994481](#); deleted by [PR561478](#) ppc 05Mar15]

## **18. Accident pay**

[Varied by [PR994481](#), [PR503651](#); deleted by [PR561478](#) ppc 05Mar15]

## **19. Higher duties**

Where an employee is required to perform two or more grades of work on any one day the employee is to be paid the minimum wage for the highest grade for the whole day.

## **20. Payment of wages**

- 20.1** All earnings, including overtime, must be paid in the employer's time on a day to be fixed by the employer, but not later than Thursday of each week. Once fixed, the day must not be altered more than once in three months.
- 20.2** All earnings, including overtime, must be paid within four business days of the expiration of the week in which they accrue.
- 20.3** Notwithstanding anything contained in this clause, the employer must pay to an employee who leaves or is dismissed all moneys due to the employee forthwith.
- 20.4** The employer at its discretion may pay an employee by EFT to a bank account nominated by the employee in question.

## **21. Superannuation**

[Varied by [PR992020](#), [PR992154](#), [PR993203](#), [PR994481](#), [PR528539](#), [PR528954](#), [PR546008](#)]

### **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**

[21.4 varied by [PR994481](#) from 01Jan10]

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

[21.4(a) substituted by [PR993203](#) from 01Jan10]

- (a) TWUSUPER;

[21.4(b) deleted by [PR546008](#) ppc 01Jan14]

[21.4(c) renumbered as 21.4(b) by [PR546008](#) ppc 01Jan14]

- (b) Tasplan;

[21.4(d) renumbered as 21.4(c) by [PR546008](#) ppc 01Jan14]

- (c) SunSuper;

[21.4(e) substituted by [PR528539](#) ppc 29Aug12; renumbered as 21.4(d) by [PR546008](#) ppc 01Jan14]

- (d) AustSafe Super;

[New 21.4(f) inserted by [PR528539](#) ppc 29Aug12; corrected by [PR528954](#) ppc 29Aug12; renumbered as 21.4(e) by [PR546008](#) ppc 01Jan14]

- (e) LUCRF Super;

[21.4(f) renumbered as 21.4(g) by [PR528539](#), 21.4(g) renumbered as 21.4(f) and varied by [PR546008](#) ppc 01Jan14]

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

[New 21.4(g) inserted by [PR546008](#) ppc 01Jan14]

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

## **21.5 Absence from work**

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

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (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—Hours of Work and Related Matters**

### **22. Ordinary hours of work**

[Varied by [PR546558](#)]

**22.1** The ordinary hours of work are an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

**22.2** The ordinary hours of work may be worked on any day Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement may also be reached between the employer and an individual employee.



[22.3 substituted by [PR546558](#) ppc 07Jan14]

**22.3** The ordinary hours of work must not exceed eight hours per day and must be worked continuously (except for meal breaks or any breaks taken for the purpose of complying with fatigue management rules/regulations) between the hours of 5.30 am and 6.30 pm. The spread of ordinary hours may be altered in any depot, yard or garage by one hour at each end by agreement between the employer and the majority of employees concerned. Agreement may thereafter be reached between the employer and an individual employee.

**22.4** The times within which ordinary hours of work may be performed will not apply to:

- (a) newspaper deliveries, where for the sole purpose of transport and delivery of daily newspapers;
- (b) meat deliveries, where for the sole purpose of loading, transport and delivery of butcher's meat from abattoirs or meat works and where such meat is to be used for human consumption;
- (c) live poultry, where for the sole purpose of loading, transport and delivery of live poultry from poultry farms to poultry processing plants; or
- (d) a driver employed at a fish, fruit or vegetable store.

Provided that instead of the times in clause 22.3 an employer may require an employee to commence ordinary hours of work between 12.01 am and 6.00 am (Monday to Friday inclusive) but not otherwise and, in which case, the weekly wage rate of the employee must be increased by 30%.

**22.5** Ordinary hours of work may be worked in the following ways:

- (a) providing for a rostered day off:
  - (i) by employees taking a rostered day off in accordance with the roster implementing the work cycle in the depot, yard or garage;
  - (ii) an employee's normal rostered day off may be changed by agreement between the employer and employee. In the absence of agreement, 48 hours' notice of such alteration must be given to the employee; or

[22.5(a)(iii) substituted by [PR546558](#) ppc 07Jan14]

- (iii) rostered days off may be accumulated to a maximum of 10 days and taken or paid out at the applicable base rate of pay in any combination agreed in writing between the employer and employee;
- (b) working ordinary hours over five days, Monday to Friday inclusive, of not more than 7 hours 36 minutes continuously (except for meal breaks):
  - (i) where an employer either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this award at a particular yard, depot or garage;

- (ii) where an employer has entered into arrangements with a client for the provision of transport services on a permanent basis extending over each of the five days of each week Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week;
- (iii) where the operations being performed by the employer are such that it is necessary for particular employees to work five days of each week Monday to Friday inclusive and where such operations would be prejudiced by the requirement that rostered days off be taken on any or all of such days; or
- (iv) where written agreement has been reached between the employer and the majority of employees. Provided that written agreement must not be unreasonably withheld by the employees and must not be unreasonably requested by the employer.

## **23. Ordinary hours of work for oil distribution workers**

- 23.1** This clause applies to employees engaged in the transport and/or distribution of petroleum products in their raw or manufactured state.
- 23.2** The ordinary hours of work will be 35 per week or 70 per two week period.
- 23.3** The ordinary hours of work must not exceed eight hours per day and are to be worked between the hours of 6.30 am and 5.30 pm, Monday to Friday.
- 23.4** By agreement between an employer and the majority of affected employees, the ordinary working hours for employees engaged in rural distribution operations may be rostered over any three consecutive days, Monday to Saturday inclusive unless some other mutually satisfactory arrangement is made between the employer and employees concerned. All work performed in excess of 35 hours in any such three days must be paid at time and a half for the first two hours and double time thereafter.
- 23.5** Ordinary hours may be worked by either of the following:
- (a) providing for a rostered day off in accordance with clause 23.6;
  - (b) working five days per week of seven hours each but only where:
    - (i) the employer either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this award at a particular yard, depot or garage;
    - (ii) an employer has entered into arrangements with a client for the provision of transport services on a permanent basis extending over five days of each week Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week; or

- (iii) where the operations being performed by the employer are such that it is necessary for particular employees to work five days of each week Monday to Friday inclusive and where such operations would be prejudiced by the requirement that rostered days off be taken on any or all of such days.

## 23.6 Rostered days off

Rostered days off must be provided for in the following manner:

- (a) employees must work to a roster drawn up in each workplace providing for nine days each of 7 hours 47 minutes and one rostered day off over a continuous two week period;
- (b) where an employees rostered day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
  - (i) seven hours of pay at the ordinary time rate; or
  - (ii) seven hours extra annual leave; or
  - (iii) a substitute day off on an alternative week day.

## 24. Shiftwork

[Varied by [PR546558](#)]

### 24.1 Definitions

For the purposes of this clause:

- (a) **afternoon shift** means a shift finishing after 6.30 pm but not later than 12.30 am;
- (b) **day shift** means a shift which commences at 5.30 am or later, but finishes at or before 6.30 pm;
- (c) **night shift** means a shift which finishes after 12.30 am and at or before 8.30 am;

[24.1(d) varied by [PR546558](#) ppc 07Jan14]

- (d) **shiftwork** means work extending for at least two weeks and performed either in daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am or in regular rotating periods but does not include work performed by day workers employed under clause 22—Ordinary hours of work; and
- (e) **rostered shift** means a shift of which the employee concerned has had at least 48 hours notice.

## **24.2 Shiftwork hours and shift rosters**

- (a) The hours of work of employees on shiftwork must be an average of 38 per week. The ordinary hours of work must not exceed eight continuous hours per day (inclusive of meal breaks) on one of the following bases:
  - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) There must be a shift roster which provides for rotation unless it is agreed otherwise by the employer and majority of employees or the employer and an individual employee. The shift roster must be posted in a prominent place in the workplace.
- (c) Shift rosters must specify the commencing and finishing times of ordinary hours of respective shifts and not be altered unless 48 hours notice is given.

## **24.3 Shift allowances**

For ordinary hours shiftworkers must be paid as follows:

<b>Shift</b>	<b>% of the ordinary time rate</b>
Afternoon shift	117.5
Night shift	130

## **24.4 Shiftwork—casual employees**

Casual employees engaged on shiftwork must be paid the casual loading of 25% in addition to the shift loading specified at clause 24.3 above.

## **24.5 Shiftwork—overtime**

For all time worked outside or in excess of the ordinary shift hours or on a shift other than a rostered shift, shiftworkers will be paid at time and a half for the first two hours and double time thereafter.

## **24.6 Transfer to existing shift rosters**

Forty eight hours notice of any change of shift must be given to an employee, in default of which overtime rates must be paid for work done outside the ordinary shift hours within 48 hours of being notified of the change.

## **24.7 Transfer of day worker to or from shiftwork**

Unless otherwise agreed between an employer and an employee, day workers must be given at least 10 hours off duty immediately before commencing, or after ceasing shiftwork, and may be transferred to or from shiftwork on 48 hours notice. In default

of such notice an employee must be paid overtime rates for all work done outside previous ordinary working hours within 48 hours of being notified of the change.

**24.8 Work on Saturday, Sunday or public holidays**

- (a) Shiftworkers, for work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday will be paid as follows:
- Saturday—at the rate of time and a half;
  - Sunday—at the rate of double time; and
  - Public holidays—at the rate of double time and a half.
- (b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday will be payable instead of the shift allowance prescribed in clause 24.3.

**24.9 Meal breaks**

All shiftworkers while working on day, afternoon or night shift will be entitled to a paid meal break of 20 minutes. An employee must not be required to work more than five hours without a meal break.

**24.10 Rate for non continuous afternoon or night shift**

Shiftworkers who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights must be paid at the rate of time and a half for the first three hours and double time thereafter for each shift.

**24.11 Rate when shift extends beyond midnight**

Notwithstanding anything contained in this clause, each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

**24.12 Holiday shifts**

Where the major portion of a shift falls on the public holiday the whole of the shift will be regarded as a public holiday shift.

**25. Start times**

- 25.1** A regular starting time for each employee is to be fixed by the employer. Where an employer varies or changes the regular starting time of an employee the employer must give one week's notice of such variation or change to the employee concerned.

## **26. Breaks**

[Varied by [PR546558](#)]

### **26.1 Regular meal break**

- (a) An employee must be allowed a regular meal break during the ordinary hours of work except where unforeseen extraordinary circumstances arise.
- (b) The meal break must:
  - (i) be of a regular duration of not more than one hour or less than 30 minutes; and

[26.1(b)(ii) varied by [PR546558](#) ppc 07Jan14]

- (ii) commence no earlier than three and a half hours and no later than five and a half hours after an employees fixed starting time of the ordinary hours of work; and

[26.1(b)(iii) inserted by [PR546558](#) ppc 07Jan14]

- (iii) where reasonable and practical, be taken at a time to coincide with any requirement to take a break under fatigue management rules/regulations, or as otherwise required by the employer.

[26.1(c) substituted by [PR546558](#) ppc 07Jan14]

- (c) If the meal break is not allowed, all time worked after the commencement time of the regular meal break until a break without pay for a meal time is allowed must be paid for at double the minimum hourly rate in clause 15.2.

### **26.2 Meal breaks after ordinary hours and before overtime hours**

[26.2 renamed and substituted by [PR546558](#) ppc 07Jan14]

- (a) An employee required to work overtime for two hours or more after working ordinary hours must be allowed a paid break of 20 minutes before commencing overtime work or as soon as practicable thereafter. A further rest break must be allowed upon completing each four hour period until the overtime work is finished. Any rest breaks shall be paid for at the ordinary time rate.
- (b) Wherever reasonable and practical, the rest break must be taken at a time to coincide with any requirement to take a break under fatigue management rules/regulations.
- (c) An employer and employee may agree to apply any variation of this provision in order to meet the circumstances of the work in hand.

### **26.3 Meal allowance**

- (a) An employee required to work overtime for two continuous hours or more must either be supplied with a meal by the employer or paid the amount

specified for a meal allowance in clause 16—Allowances for each meal required to be taken.

- (b) An employee required to commence work two hours or more prior to the normal starting time must be paid the amount specified for a meal allowance in clause 16—Allowances.

**26.4** Notwithstanding anything contained in this clause an employee will not be required or permitted to work longer than five and a-half hours without a break for a meal.

## **27. Overtime**

[27 varied by [PR585806](#)]

**27.1** For all work done outside ordinary hours the rate of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

**27.2** In computing overtime each day's work will stand alone.

### **27.3 Rest period after overtime**

- (a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) 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 duty between those times must, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) If, on the instruction of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at double time rates until released from duty for that period, and the employee will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **27.4 Call-back**

- (a) An employee recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) must be paid for a minimum of four hours' work.
- (b) This clause does not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (c) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 27.3 above where the actual time worked is less than four hours on such recall or on each of such recalls.

#### **27.5 Standing-by**

Subject to any custom now prevailing under which an employee is required regularly to be available for a call-back, an employee required to be available for work after ordinary hours must, until released, be paid standing-by time at ordinary rates from the time from which the employee is told to be available.

#### **27.6 Transport of employees**

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer must reimburse the employee for the cost of obtaining transport home, or alternatively provide the employee with transport to the employee's home, or pay the employee the current wage for the time reasonably occupied in getting home.

#### **27.7 Time off instead of payment for overtime**

[27.7 substituted by [PR585806](#) ppc 14Dec16]

- (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) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 27.7 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) 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.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 27.7 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.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), 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.



- (f) 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.
- (g) 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 27.7 will apply 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).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 27.7 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 27.7.

## **28. Penalty rates**

[Varied by [PR994481](#), [PR546558](#), [PR701895](#)]

### **28.1 Weekend work**

- (a) For any ordinary time hours worked between midnight on Friday and midnight on Saturday an employee must be paid at the rate of time and a half.
- (b) For any ordinary time hours worked between midnight on Saturday and midnight Sunday an employee must be paid at the rate of double time.
- (c) An employee required to work on a Saturday or Sunday will be paid for a minimum of four hours work.
- (d) All time worked on Sunday will stand alone.

### **28.2 Work on public holidays**

[28.2(a) varied by [PR994481](#) from 01Jan10]

- (a) If Christmas Day falls on a Saturday or Sunday and by force of the NES another day is observed as a public holiday, a full-time or part-time employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid a loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of four hours pay. Such employee will also be entitled to the benefit of the substituted public holiday.

[28.2(b) deleted by [PR701895](#) ppc 12Nov18]

[28.2(c) varied by [PR994481](#); renumbered as 28.2(b) by [PR701895](#) ppc 12Nov18]

- (b) For all time worked by a full-time or part-time employee on a public holiday, payment must be made at the following rates:
  - (i) Good Friday and Christmas Day—double time;
  - (ii) any other public holiday—time and a half; and
  - (iii) in each case the minimum payment will be four hours.

[28.2(d) renumbered as 28.2(c) by [PR701895](#) ppc 12Nov18]

- (c) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.

[28.2(e) renumbered as 28.2(d) by [PR701895](#) ppc 12Nov18]

- (d) Despite clause 28.2(b) an employee required to work on a public holiday other than Good Friday and Christmas Day during hours which, if the day were not a public holiday, would be outside the range of ordinary working time, will be paid for such hours at double time and a half instead of time and a half as otherwise provided in this clause. Provided further that an employee is entitled to be paid treble time for all overtime worked on Good Friday and Christmas Day.

[28.2(f) renumbered as 28.2(e) by [PR701895](#) ppc 12Nov18]

- (e) For all time worked by a casual employee on public holidays, payment will be made at the following rates:
  - (i) on Good Friday and the Christmas Day holiday—treble time;
  - (ii) on any other holiday—double time and a half.

[28.2(g) substituted by [PR546558](#); renumbered as 28.2(f) by [PR701895](#) ppc 12Nov18]

- (f) A casual employee will receive a minimum payment for four hours. The payment prescribed in this subclause will be in addition to the casual loading in clause 12.5(c).

## **28A. Requests for flexible working arrangements**

[28A inserted by [PR701438](#) ppc 01Dec18]

### **28A.1 Employee may request change in working arrangements**

Clause 28A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

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

Note 3: Clause 28A is an addition to s.65.

## **28A.2 Responding to the request**

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

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

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

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

## **28A.3 What the written response must include if the employer refuses the request**

Clause 28A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 28A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 28A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

## **28A.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 28A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **28A.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 28A, can be dealt with under clause 10—Dispute resolution.

## **Part 6—Leave and Public Holidays**

### **29. Annual leave**

[Varied by [PR992121](#), [PR540979](#), [PR567246](#), [PR583070](#)]

[29.1 substituted by [PR567246](#) ppc 27May15]

#### **29.1**

- (a) Annual leave is provided for in the NES. Annual leave does not apply to casual employees
- (b) For the purposes of the additional week of annual leave provided for in the NES a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

[29.2 substituted by [PR540979](#) ppc 02Sep13]

**29.2** During a period of annual leave an employee will receive a loading calculated on the minimum wage rate in clause 15 of this award. Annual leave loading payment is payable on annual leave accrued and taken and on annual leave paid out on termination.

The loading is as follows:

#### **(a) Day work**

Employees who would have worked on day work only had they not been on annual leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.

#### **(b) Shiftwork**

Employees who would have worked on shiftwork had they not been on annual leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both

### **29.3 Annual leave in advance**

[29.3 renamed and substituted by [PR583070](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which 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 29.3 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 29.3 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 29.3, 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.

#### **29.4 Excessive leave accruals: general provision**

[29.4 renamed and substituted by [PR583070](#) ppc 29Jul16]

Note: Clauses 29.4 to 29.6 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 29.1(b)).
- (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 29.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 29.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### **29.5 Excessive leave accruals: direction by employer that leave be taken**

[New 29.5 inserted by [PR583070](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 29.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.4, 29.5 or 29.6 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 29.5(b)(i).

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

## **29.6 Excessive leave accruals: request by employee for leave**

[29.6 inserted by [PR583070](#); substituted by [PR583070](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 29.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 29.5(a) that, when any other paid annual leave arrangements (whether made under clause 29.4, 29.5 or 29.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under paragraph (a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.4, 29.5 or 29.6 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 29.1(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## **29.7 Annual close-down**

[29.5 renumbered as 29.7 by [PR583070](#) ppc 29Jul16]

An employer may close down an enterprise or part of the enterprise for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than one month's notice of its intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close down pursuant to this clause also counts as service by the employee with their employer.

## **29.8 Cashing out of annual leave**

[29.8 inserted by [PR583070](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 29.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 29.8.

- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 29.8 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 29.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 29.8 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 29.8.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.8.

Note 3: An example of the type of agreement required by clause 29.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H

### **30. Personal/carer's leave and compassionate leave**

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

### **31. Community service leave**

Community service leave is provided for in the NES.

### **32. Public holidays**

**32.1** Public holidays are provided for in the NES. These provisions are in addition to those provided for in the NES.



**32.2 Substitution of certain public holidays by agreement at the enterprise**

- (a) An employer and their employees may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (b) An agreement pursuant to clause 32.2 must be recorded in writing and be available to every affected employee.

**33. Leave to deal with Family and Domestic Violence**

[33 inserted by [PR609355](#) ppc 01Aug18]

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

**33.2 Definitions**

- (a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 33.2(a) includes a former spouse or de facto partner.

**33.3 Entitlement to unpaid leave**

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

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### **33.4 Taking unpaid leave**

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

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **33.5 Service and continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

### **33.6 Notice and evidence requirements**

#### **(a) Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 33. The notice:

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

#### **(b) Evidence**

An employee who has given their employer notice of the taking of leave under clause 33 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 33.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

### **33.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 33.6 is treated confidentially, as far as it is reasonably practicable to do so.

- (b) Nothing in clause 33 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

### **33.8 Compliance**

An employee is not entitled to take leave under clause 33 unless the employee complies with clause 33.

## **Schedule A—Transitional Provisions**

[Varied by [PR988393](#), [PR994481](#), [PR503651](#)]

### **A.1 General**

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

[A.1.2 substituted by [PR994481](#) from 01Jan10]

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

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### **A.2 Minimum wages – existing minimum wage lower**

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

- (a) was obliged,

[A.2.1(b) substituted by [PR994481](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

**A.2.2** In this clause minimum wage includes:

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

(c) any applicable industry allowance.

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

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

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

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

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

**A.3 Minimum wages – existing minimum wage higher**

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

(a) was obliged,

[A.3.1(b) substituted by [PR994481](#) from 01Jan10]

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

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

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

**A.3.2** In this clause minimum wage includes:

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

(b) a piecework rate; and

(c) any applicable industry allowance.

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

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

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

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

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

**A.4 Loadings and penalty rates**

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

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

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

[A.5.1 substituted by [PR994481](#) from 01Jan10]

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

[A.5.2 substituted by [PR994481](#) from 01Jan10]

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

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

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

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

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

[A.6.1 substituted by [PR994481](#) from 01Jan10]

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

[A.6.2 substituted by [PR994481](#) from 01Jan10]

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

[A.6.3 substituted by [PR994481](#) from 01Jan10]

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

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

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

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

[A.7.1 substituted by [PR994481](#) from 01Jan10]

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

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

[A.7.3 substituted by [PR994481](#) from 01Jan10]

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

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

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

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503651](#) ppc 01Jan11]

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



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- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## **Schedule B—Classification Definitions for Distribution Facility Employees**

[Varied by [PR988393](#), [PR546558](#)]

### **B.1 Distribution facility employee level 1**

#### **B.1.1 Skills/Duties**

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Must be competent to perform one or more of the following tasks/duties:
  - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
  - (ii) preparation and receipt of appropriate documentation including liaison with suppliers;
  - (iii) allocating and retrieving goods from specific warehouse areas;
  - (iv) basic visual display unit (VDU) operation;
  - (v) periodic housekeeping and stock-checks; or
  - (vi) operating company small delivery vehicle.

### **B.2 Distribution facility employee level 2**

#### **B.2.1 Skills/Duties**

- (a) Able to work from complex instructions and procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for the quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Must be competent to perform one or more of the following tasks/duties:
  - (i) inventory and distribution facility control, including:
    - licensed operation of all appropriate materials handling equipment;
    - use of tools and equipment within the warehouse (basic non-trades maintenance);
  - (ii) VDU operation; or

(iii) operates three to six tonne truck.

(f) In addition to the above, may possess a duly recognised first aid certificate.

### **B.3 Distribution facility employee level 3**

#### **B.3.1 Skills/Duties**

(a) Understands and is responsible for quality control standards.

(b) Possesses an advanced level of interpersonal and communication skills.

(c) Competent keyboard skills.

(d) Sound working knowledge of all distribution facility duties performed at levels below this grade, exercises discretion within scope of this grade.

(e) May perform work requiring minimal supervision either individually or in a team environment.

(f) Must be competent to perform one or more of the following tasks/duties:

(i) use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc;

(ii) operation of all materials handling equipment under license, where required;

(iii) development and refinement of a distribution facility layout including proper location of goods and their receipt and dispatch; or

[Sched B.3.1(f)(iv) varied by [PR546558](#) ppc 07Jan14]

(iv) operates truck with a capacity in excess of six tonnes up to and including 13.9 tonnes GVM.

(g) In addition to the above, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.

### **B.4 Distribution facility employee level 4**

#### **B.4.1 Skills/Duties**

(a) Implements quality control techniques and procedures.

(b) Understands and is responsible for a distribution facility or a large section of a distribution facility.

(c) Highly developed level of interpersonal and communication skills.

(d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.

(e) Exercises discretion within the scope of this level.

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- (f)** Exercises skills attained through the successful completion of an appropriate certificate and must be competent to perform one or more of the following tasks or combination:
  - (i)** liaising with management, suppliers and customers with respect to distribution facility operations;
  - (ii)** detailing and co-ordinating activities of other distribution facility workers; or
  - (iii)** maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc.

## Schedule C—Classification Structure and Minimum Rates of Pay

[Varied by [PR988393](#) from 01Jan10, [PR998147](#) ppc 01Jul10, [PR546558](#) ppc 07Jan14]

### Transport Classification worker grade

- |   |   |
|---|---|
| 1 | General hand:<br>greaser and cleaner, yardperson, vehicle washer and detailer, motor driver's assistant/furniture removers' assistant<br><br>Loader—other than freight forwarder<br>Courier—foot or bicycle   |
| 2 | Loader—freight forwarder<br>Tow motor driver<br>Driver of a rigid vehicle (including a motor cycle) not exceeding 4.5 tonnes gross vehicle mass (GVM)   |
| 3 | Driver of a fork-lift up to and including five tonnes lifting capacity<br><br>Driver of a two—axle rigid vehicle on any other rigid vehicle exceeding 4.5 tonnes, but not exceeding 13.9 tonnes gross vehicle mass (GVM) unless by special permit or registration such vehicle may be up to 15 tonnes gross vehicle mass (GVM)<br><br>Driver of a concrete mixer up to and including two cubic metre bowl<br><br>Distribution facility employee level 1 |
| 4 | Driver of a three—axle rigid vehicle exceeding 13.9 tonnes gross vehicle mass (GVM)<br><br>Driver oil tractor<br><br>Radio operator<br><br>Driver of fork-lift with a lifting capacity in excess of five tonnes and up to and including 10 tonnes<br><br>Weighbridge attendant<br><br>Driver of a straddle truck  |

## Road Transport and Distribution Award 2010

### Transport worker grade Classification

- |   |   |
|---|---|
| 5 | <p>Driver of a concrete mixer over two cubic metre bowl and up to 4.9 cubic metre bowl</p> <p>Crane chaser/dogger</p> <p>Distribution facility employee level 2</p>   |
| 6 | <p>Driver of a fork-lift with a lifting capacity in excess of 10 tonnes and up to 34 tonnes</p> <p>Driver of a rigid vehicle with four or more axles and a GVM exceeding 13.9 tonnes</p> <p>Driver of a rigid vehicle and heavy trailer combination with three axles and a GCM of 22.4 tonnes or less</p> <p>Driver of an articulated vehicle with three axles and a GCM of 22.4 tonnes or less</p> <p>Driver of a concrete mixer with five cubic metre bowl and over</p>                                     |
| 7 | <p>Driver of a rigid vehicle and a heavy trailer combination with more than three axles and a GCM greater than 22.4 tonnes up to and including 53.4 tonnes</p> <p>Driver of a mobile crane lifting up to and including 25 tonnes</p> <p>Driver of an articulated vehicle with more than three axles and a GCM greater than 22.4 tonnes</p> <p>Driver of a low loader with a GCM up to and including 43 tonnes</p> <p>Driver of a fork-lift with a lifting capacity over 34 tonnes</p> <p>Transport rigger</p> |
| 8 | <p>Driver of a double articulated vehicle up to and including 53.4 tonnes GCM—including B—Doubles</p> <p>Driver of a low loader with a GCM exceeding 43 tonnes</p> <p>When driving a low loader for each additional complete tonne over 43 tonnes GCM an extra 0.18% of the <a href="#">standard rate</a> (as part of the weekly rate for all</p>   |

## Road Transport and Distribution Award 2010

### Transport worker grade Classification

purposes) will be payable

Provide that no load will exceed the limit prescribed by or under any State or Territory Act

Distribution facility employee level 3

8 Driver of a mobile crane with a lifting capacity in excess of 25 tonnes and up to 50 tonnes

Driver of a rigid vehicle and trailer(s) or double articulated vehicle exceeding 53.4 tonnes GCM including B—Doubles

Driver of multi-axle platform trailing equipment with a carrying capacity up to and including 70 tonnes capacity

9 Driver of a mobile crane with a lifting capacity in excess of 50 tonnes

Driver of a gantry crane

Driver of a rigid vehicle with trailer combinations or articulated vehicle with trailer combinations exceeding 94 tonnes GCM

Distribution facility employee level 4

Aerodrome attendant

10 Driver of a multi-axle platform trailing equipment with a carrying capacity in excess of 70 tonnes and up to and including 100 tonnes or each additional 10 tonnes or part thereof in excess of 100 tonnes an extra 2.18% of the [standard rate](#) (as part of the weekly wage rate for all purposes) up to 150 tonnes will be payable

For each additional 10 tonnes or part thereof in excess of 150 tonnes an extra 2.09% of the [standard rate](#) (as part of the weekly wage rate for all purposes) up to 200 tonnes will be payable

For work performed in excess of 200 tonnes and up to 300 tonnes an additional payment of 2.04% of the [standard rate](#) (as part of the weekly wage rate for all purposes) to be added to the 200 tonnes rate

## **Schedule D—National Training Wage**

[Varied by [PR988393](#); substituted by [PR994481](#) ppc 01Jan10; varied by [PR997918](#), [PR509069](#), [PR522900](#), [PR536703](#), [PR545787](#), [PR551626](#), [PR566709](#), [PR579803](#); deleted by [PR593828](#) ppc 01Jul17]



## Schedule E—Supported Wage System

[Varied by [PR988393](#), [PR994481](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542158](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

**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 varied by [PR568050](#) ppc 01Jul15]

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

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

### **E.3 Eligibility criteria**

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

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

## **E.4 Supported wage rates**

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

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

[E.4.2 varied by [PR994481](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

## **E.5 Assessment of capacity**

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

- 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 varied by [PR994481](#), [PR542158](#) ppc 04Dec13]

- 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 varied by [PR994481](#), [PR542158](#) ppc 04Dec13]

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

## **E.7 Review of assessment**

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

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

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

## **E.9 Workplace adjustment**

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

## **E.10 Trial period**

**E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four 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 varied by [PR994481](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

**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—Part-day Public Holidays

[Sched F inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- F.1** Where a part-day public holiday is declared or prescribed between 7.00pm 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 7.00pm 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 7.00pm 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 7.00pm 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 7.00pm 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 F.1(f) applies, where an employee works any hours between 7.00pm 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 7.00pm and midnight.

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- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

## Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR583070](#) ppc 29Jul16]

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR583070](#) ppc 29Jul16]

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_