

The Gas Industry Award—Exposure Draft was first published on 23 September 2014. subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
30 October 2015	Incorporate changes resulting from [2014] FWCFB 9412	1.2, 2.1, 2.3, 3.6, 5, 6.5(d) (deleted), 14.1, 15.1, 16, 17.1, 18, 31, 20, Schedule F, Schedule G and Schedule H
	Incorporates changes resulting from [2015] FWCFB 3500 , PR566736 , PR566871 and PR568050	10, 11, Schedule B, Schedule D,
	Incorporates changes resulting from [2015] FWCFB 4658	1, 10, 14, Schedule B
	Incorporate changes resulting from [2015] FWCFB 6656	1.4
	Incorporate changes resulting from [2015] FWCFB 7236	6.5, 8.1(a), 8.3(b), 14.7(a)(ii), B.2.2, F.7.1, F.7.2
	Exposure draft	
13 June 2017	Correct errors and proposed amendments agreed by parties (agreed changes marked in red text).	5.2(b), 9.2, 32, B.2.2
	Further changes incorporated resulting from [2014] FWCFB 9412	6.5(c) (deleted)
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579831 , PR581528 and PR579565	10, 11, Schedule B, Schedule C, Schedule D, Schedule F
	Incorporate changes resulting from PR580863	Schedule G
	Incorporate changes resulting from [2016] FWCFB 3953 , PR583008	5.2(f), 14, Schedule I, Schedule J
	Incorporate changes resulting from PR584107	13.4, Schedule K
	Incorporate changes resulting from [2016] FWCFB 5941 , PR584535	11.3 (new clause) variation to Schedule C
	Incorporate changes resulting from PR588741	14
Exposure draft		
13 February 2019	Incorporates changes resulting from [2017] FWCFB 3176 , PR593844	10.7, Schedule D
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 3.1, 3.6, Schedule H

The Gas Industry Award—Exposure Draft was first published on 23 September 2014. subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporate changes resulting from PR598110	Schedule G
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606386 , PR606541 , PR606630	10, 11, Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609379	18A
	Incorporates changes resulting from [2018] FWCFB 4695 , [2018] FWCFB 5846 , PR700567	6.6
	Incorporate changes resulting from [2018] FWCFB 3802 and [2018] FWCFB 5602	9.2, 19.2, B.2.2, Schedule H
	Incorporate changes resulting from PR701683	Schedule G
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701464	4A
	Incorporates changes resulting from [2018] FWCFB 4735 , PR610090	10.4 (deleted), 10A
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610224	4, 19, 21, 22A, 22
	Incorporates changes resulting from [2018] FWCFB 1548	5.2

A text box indicates that the Exposure Draft has been amended.

Changes agreed to by parties appear in red text.

Underlined text indicates new text that is to be included as a result of a technical and drafting decision.

Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.

Changes resulting from a determination are incorporated without any underlined text or strikethrough text.

EXPOSURE DRAFT

Gas Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Gas Industry Award 2010* (the Gas award) as at 29 October 2015. This exposure draft does

not seek to amend any entitlements under the Gas award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/72](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Gas Industry Award 20XX*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

~~This modern award, as varied, commenced operation on 1 January 2010. A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.~~

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

1.4 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. The National Employment Standards and this award

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

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

2.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3. Coverage

3.1 This industry award covers employers throughout Australia in the gas industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.

Definition of **gas industry** retained in coverage clause in accordance with [\[2017\] FWCFB 3433](#) at [339].

3.2 **Gas industry** means the transmission, distribution, wholesaling and retailing of gas to industrial, commercial and domestic consumers.

3.3 This award does not cover:

- (a) the retail, marketing and supply of gas where that activity is incidental or supplementary to the core business of an employer covered by the *Electrical Power Industry Award 20XX*;
- (b) the industry of the manufacture, making, processing, treatment, preparation, extraction, separation and associated storage, transport, distribution, sales and marketing of industrial, medical and special gases;
- (c) the industry of the manufacture, processing, transportation, storage, distribution, marketing and sale of liquefied petroleum (LP) gas;
- (d) employers and employees covered by the *Hydrocarbons Industry (Upstream) Award 20XX*;
- (e) employers and employees covered by the *Road Transport and Distribution Award 20XX*; or
- (f) employees wholly or mainly engaged in professional or managerial positions.

3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.1 are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.6 This award does not cover:

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

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

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

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

4. Individual flexibility arrangements

Clause 4 substituted in accordance with [PR610224](#).

- 4.1** 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.
- 4.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 4.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 4.4** 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.
- 4.5** 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.
- 4.6** 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.

- 4.7** 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.
- 4.8** Except as provided in clause 4.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 4.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 4.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 4.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 4.12** An agreement terminated as mentioned in clause 4.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 4.13** The right to make an agreement under clause 4 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.

4A. Requests for flexible working arrangements

Clause 4A inserted in accordance with [PR701464](#).

4A.1 Employee may request change in working arrangements

Clause 4A 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 4A is an addition to s.65.

4A.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)).

4A.3 What the written response must include if the employer refuses the request

Clause 4A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 4A.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 4A.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.

4A.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 4A.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.

4A.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 4A, can be dealt with under clause 22—Dispute resolution.

5. Facilitative provisions

5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.

Clause 5.2 updated in accordance with [PR583008](#), [\[2018\] FWCFB 1548](#) at [756]

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

- (a) clause 8.1(d)—Ordinary hours and roster cycles;
- (b) clause 8.3(b)—Ordinary hours for continuous shiftworkers;
- (c) clause 8.4—Ordinary hours of work for non-continuous shiftworkers;
- (d) clause 13.4—Time off instead of payment for overtime;
- (e) clause 14.5—Annual leave in advance; ~~and~~
- (f) clause 14.9—Cashing out of annual leave
- (g) clause 17.2—Substitution of public holiday.

Part 2—Types of Employment and Classifications

6. Types of employment

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

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

6.2 At the time of engagement, an employer will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

6.3 Full-time employees

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

6.4 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work an average of less than 38 ordinary hours per week;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- (b) A part-time employee must be engaged for a minimum of four consecutive hours on any shift.

6.5 Casual employees

- (a) A casual employee is an employee who is engaged by the hour and paid as a casual employee.

Casual loading

- (b) For each hour worked, a casual employee must be paid:
 - (i) the minimum hourly rate; and
 - (ii) a loading of 25% of the minimum hourly rate, for the classification in which they are employed.

6.6 Right to request casual conversion

Clause 6.6 inserted in accordance with [PR700567](#).

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
 - (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 22. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
 - (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clauses 6.4(a) and 6.4(b).
 - (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
 - (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
 - (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

7. Classifications

The classification structure is set out at Schedule A—Classification Definitions.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work are an average of up to 38 hours per week.
- (b) Subject to clauses 8.3 and 8.4, ordinary hours are worked between 7.00 am and 6.00 pm, Monday to Friday.
- (c) The ordinary hours of work for a part-time employee will be in accordance with clause 6—Types of employment.
- (d) Subject to clause 22A, the employer and the majority of employees in the work section or sections concerned, may agree to alter:
 - (i) the spread of hours, hours of work and the usual daily commencing and finishing times of ordinary hours of work; and
 - (ii) the days upon which ordinary hours of work may be worked, including Saturdays and Sundays.

8.2 Definitions for the purpose of this clause

- (a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.
- (b) **Continuous shiftworker** means a shiftworker who performs continuous work.
- (c) **Continuous work** means work carried on with consecutive shifts of people throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (d) **Night shift** means any specified or rostered shift finishing after midnight and at or before 8.00 am.

- (e) **Non-continuous shiftworker** means a shiftworker other than a shiftworker who performs continuous work.
- (f) **Rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.

8.3 Ordinary hours for continuous shiftworkers

- (a) The ordinary hours of work for a continuous shiftworker are an average of 38 hours per week and must not exceed 152 hours in 28 consecutive days.
- (b) Where the employer and the majority of employees agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
- (c) Subject to clause 8.3(d), continuous shiftworkers will work at such times as the employer may require.
- (d) If the employer and majority of affected employees in the work section or sections concerned agree, up to 12 ordinary hours per day may be worked subject to:
 - (i) proper health and monitoring procedures being introduced;
 - (ii) suitable roster arrangements being made; and
 - (iii) proper supervision being provided.

8.4 Ordinary hours for non-continuous shiftworkers

- (a) The ordinary hours of work for non-continuous shiftworkers must not exceed:
 - (i) 38 hours within a period not exceeding seven consecutive days;
 - (ii) 76 hours within a period not exceeding 14 consecutive days;
 - (iii) 114 hours within a period not exceeding 21 consecutive days; or
 - (iv) 152 hours within a period not exceeding 28 consecutive days.
- (b) The ordinary hours must be worked continuously, except for meal breaks. An employee must not be required to work for more than five hours without a break for a meal.
- (c) If the employer and majority of affected employees in the work section or sections concerned agree, up to 12 ordinary hours per day may be worked subject to:
 - (i) proper health and monitoring procedures being introduced;
 - (ii) suitable roster arrangements being made; and
 - (iii) proper supervision being provided.
- (d) Subject to clause 22A, the employer and the majority of employees concerned may agree to vary the usual time of commencing and finishing shifts to suit the circumstances of the business.

9. Breaks

9.1 Meal breaks

Clause 9.1 referred to [AM2018/10](#), see [\[2018\] FWCFB 5602](#) at [62].

- (a) A meal break of at least 30 minutes must be allowed to employees within five hours of the start of their shift.
- (b) Employees required to work for more than five hours without a meal break as provided for in clause 9.1(a) must, for all time worked in excess of the five hours before being allowed a meal break, be paid at 200%.
- (c) Employees required to continue work during the meal break must be paid at 150% for all hours worked from the beginning of the scheduled meal break until the full meal break is given.
- (d) Employees required to resume work during the meal break must be paid at 150% for all hours worked from resuming work until the full meal break is given.

Clause 9.2 amended in accordance with [\[2018\] FWCFB 3802](#) at [174].

- 9.2 Breaks ~~during~~ after overtime are to be taken in accordance with clause 13.6.

Part 4—Wages and Allowances

10. Minimum wages

Monetary amounts adjusted as a result of AWR 2018.

Clause 10.1 referred to Plain Language Full Bench, see [\[2018\] FWCFB 3802](#) at [174].

- 10.1 An employer must pay adult employees the following minimum wages for ordinary hours worked:

Gas industry employee	Minimum weekly rate	Minimum hourly rate
	\$	\$
Level 1	746.20	19.64
Level 2	774.80	20.39
Level 3	804.30	21.17
Level 4	837.40	22.04
Level 5	897.20	23.61
Level 6	960.30	25.27
Level 7	1003.00	26.39
Level 8	1048.70	27.60

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

10.2 Apprentices

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

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

- (b) Apprentices who commenced on or after 1 January 2014 will be entitled to the percentage of the minimum weekly rate for a Level 4 employee as set out in the table below:

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

10.3 Adult apprentices

- (a) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship will be:

- (i) 80% of the minimum weekly rate for a Level 4 employee in clause 10.1; or
(ii) the rate prescribed by clause 10.2(b) for the relevant year of the apprenticeship,

whichever is the greater.

- (b) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship will be:

- (i) the rate for the lowest adult classification in clause 10.1; or
(ii) the rate prescribed by clause 10.2(b) for the relevant year of the apprenticeship,

whichever is the greater.

- (c) A person who has been employed by an employer under this award for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to entering into a training agreement as an adult apprentice with the employer, must not suffer a reduction in their minimum wage by virtue of entering into the training agreement. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 10.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

10.4 — Payment of wages

Clause 10.4 moved to clause 10A in accordance with [PR610090](#); clauses 10.5 to 10.7 renumbered accordingly.

~~(a) Wages must be paid either weekly or fortnightly.~~

~~(b) At the option of the employer, the method of payment may be by cash, electronic funds transfer or cheque drawn on an account with a local bank.~~

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

10.4 10.5 Higher duties

An employee required by the employer to continuously perform the duties of a position at a higher classification level for one day or more, must be paid at the rate applicable for that higher level for the time worked at the higher level.

10.5 10.6 Supported wage system

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

10.6 10.7 School-based apprentices

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

10.7 10.8 National training wage

Clause 10.7 substituted per [PR593844](#); varied by [PR606386](#).

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

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

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

10A. Payment of wages

Clause 10.4 renumbered as clause 10A; Note moved; Clause 10A varied in accordance with [PR610090](#)

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

10A.1 Wages must be paid either weekly or fortnightly.

10A.2 At the option of the employer, the method of payment may be by cash, electronic funds transfer or cheque drawn on an account with a local bank.

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

10A.3 Payment on termination of employment

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

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

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

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

11. Allowances

Monetary amounts adjusted as a result of AWR 2018.

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

11.2 Wage related allowances

(a) First aid allowance

A first aid allowance of **\$16.75** per week must be paid where an employee:

- (i) holds a current first aid certificate; and
- (ii) is appointed by the employer as a first aid attendant.

11.3 Availability duty

- (a) Where an employer requires an employee to be on availability duty, the employee will be entitled to be paid an allowance of **\$217.72** per week (or per day on a pro rata basis where an employee is so required for less than a week).
- (b) An employee required to be on availability duty who is unavailable when requested to attend an urgent or emergency situation shall not be paid the availability duty allowance for that day.

11.4 Expense related allowances

(a) Meal allowance

- (i) Where the employee is required to work two hours or more of overtime, a meal allowance of **\$16.49** will be paid.
- (ii) Where the employee is required to work overtime on Saturday, Sunday or a public holiday and such overtime is worked in excess of four hours a meal will be provided or a payment will be made of **\$16.49**.
- (iii) Where overtime continues all additional meals will be provided or an additional payment will be made of **\$16.49** for each additional consecutive four hours worked.

(b) Protective clothing allowance

Where it is necessary that an employee wear protective clothing the employer must reimburse the employee the cost of purchasing the clothing, unless the protective clothing is supplied to the employee at the employer's expense.

12. Superannuation

12.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act*

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

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

12.2 Employer contributions

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

12.3 Voluntary employee contributions

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

12.4 Superannuation fund

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

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

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

Part 5—Penalties and Overtime

13. Overtime and penalty rates

13.1 Overtime

Any hours worked on any one day in excess of the number of ordinary hours of work for that day must be paid at the rate of **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate thereafter.

13.2 Overtime rates not cumulative

If more than one of the provisions in clause 13 apply to an employee, payment is only to be made under the provision which prescribes the higher rate.

13.3 Early start

Where an employee is required to commence work two and a half hours or less before normal starting time on an ordinary working day, it will be regarded as an early start, and the employee will be required to remain at work until normal finishing time. The period of work up to the normal starting time must be paid for at **150%** of the minimum hourly rate for the first two hours and at **200%** of the minimum hourly rate thereafter.

13.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 13.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K. An agreement under clause 13.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 13.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 13.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 13.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 13.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 13.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 13.4.

13.5 Transport

When employees are on overtime duty which terminates at an hour when a reasonable means of transport to their place of residence is not available, the employer must provide and pay for suitable transport.

13.6 Minimum break after overtime

- (a) An employee is entitled to at least 10 hours’ break between finishing overtime and resuming work. The employee will not suffer a reduction in payment for ordinary hours of work during this break.
- (b) Where an employee is directed to resume work before such a break is taken, the employee must be paid at the rate of 200% of the minimum hourly rate for time subsequently worked until a break of at least 10 hours has been taken.

13.7 Work on weekends and public holidays

(a) Ordinary hours on Saturdays

All ordinary hours worked on a Saturday must be paid at **150%** of the minimum hourly rate, with a minimum payment for four hours’ work.

(b) Sundays

- (i) All hours worked on a Sunday must be paid at **200%** of the minimum hourly rate, with a minimum payment for four hours’ work.
- (ii) Payment at **200%** must continue to apply to all continuous work commencing on a Sunday but finishing on the following day, provided the following day is not a public holiday.

(c) Public holidays

- (i) All hours worked on a public holiday must be paid at **250%** of the minimum hourly rate, with a minimum payment for four hours’ work.
- (ii) Payment at **250%** must continue to apply to all continuous work commencing on a public holiday but finishing on the following day.

13.8 Subject to clause 13.2, an employee will be paid overtime and penalty rates for work during the following periods.

Clause 13.8 referred to the Plain Language Full Bench, see [\[2018\] FWCFB 3802](#) at [174].

Hours worked	Rate for full-time and part-time employees	Rate for casual employees (inclusive of casual loading)	Minimum payment
	% of minimum hourly rate		
Afternoon shift	115%	140%	–
Night shift	130%	155%	–
Saturday—ordinary hours	150%	175%	4 hours

Hours worked	Rate for full-time and part-time employees	Rate for casual employees (inclusive of casual loading)	Minimum payment
Sunday—all hours	200%	225%	4 hours
Public holiday—all hours	250%	275%	4 hours
Early start—first 2 hours	150%	175%	—
Early start—after 2 hours	200%	225%	—
Overtime—first 2 hours	150%	175%	—
Overtime—after 2 hours	200%	225%	—

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

The issue of overtime for part-time employees has been referred to [AM2014/196](#) in accordance with para [22] of [\[2015\] FWC FB 7236](#)

Part 6—Leave, Public Holidays and Other NES Entitlements

14. Annual leave

14.1 Annual leave is provided for in Division 6 of the [NES](#). For the purpose of the additional week of annual leave, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays. Annual leave does not apply to casual employees.

14.2 Excessive leave accruals: general provision

Note: Clauses 14.2 to 14.4 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the ~~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 14.1).
- (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 14.3 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 14.4 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 14.2(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 14.2, 14.3 or 14.4 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 14.3(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.

14.4 Excessive leave accruals: request by employee for leave

Clause 14.4 amended in accordance with [PR588741](#).

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 14.2(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 14.3(a) that, when any other paid annual leave arrangements (whether made under

clause 14.2, 14.3 or 14.4 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 14.2, 14.3 or 14.4 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 14.1) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

14.5 Annual leave in advance

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

Note: An example of the type of agreement required by clause 14.5 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

- (c) The employer must keep a copy of any agreement under clause 14.5 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 14.5, 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.

14.6 Close down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.
- (b) Where an employee has been given notice pursuant to clause 14.6(a) and the employee has:
 - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
 - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (c) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

14.7 Annual leave loading

Clause 14.7 referred to the Plain Language Full Bench, see [\[2018\] FWCFB 3802](#) at [174].

- (a) An employee taking annual leave must be paid the greater of:
 - (i) a loading of 17.5% calculated at the employee's ordinary weekly rate including appropriate allowances (excluding shift and weekend penalty rate payments); or
 - (ii) shift allowance and/or Saturday or Sunday penalty rates according to the employee's roster or projected roster.

14.8 Payment of accrued annual leave on termination of employment

Clause 14.8(a) referred to the [AM2014/47](#) Annual Leave Full Bench see [\[2018\] FWCFB 3802](#) at [174].

- (a) The [NES](#) provides for payment of accrued annual leave upon termination. For a full explanation of the [NES](#) entitlement see section 90(2) of the [Act](#).
- (b) Where an employee is paid out accrued annual leave upon termination of employment, the employee will be paid the annual leave loading set out in clause 14.7(a).

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the

employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the [Act](#)).

14.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 14.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 14.9.
- (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 14.9 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 14.9 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 14.9 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 14.9.

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 14.9.

Note 3: An example of the type of agreement required by clause 14.9 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

15. Personal/carer's leave and compassionate leave

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

16. Parental leave and related entitlements

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

17. Public holidays

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

17.2 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.

17.3 Part-day public holidays

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

18. Community service leave

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

18A. Leave to deal with family and domestic violence

Clause 18A inserted in accordance with [PR609379](#).

18A.1 This clause applies to all employees, including casuals.

18A.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 18A.2(a) includes a former spouse or de facto partner.

18A.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.

Note 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.

18A.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.

18A.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.

18A.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 18A. 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 18A 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 18A.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.

18A.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 18A.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 18A 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.

18A.8 Compliance

An employee is not entitled to take leave under clause 18A unless the employee complies with clause 18A.

19. Termination of employment

Clause 19 substituted in accordance with [PR610224](#).

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

19.1 Notice of termination by an employee

- (a) Clause 19.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under 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.

19.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 19.2 is to be taken at times that are convenient to the employee after consultation with the employer.

20. Redundancy

20.1 Redundancy pay is provided for in the [NES](#).

20.2 Transfer to lower paid duties

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

20.3 Employee leaving during notice period

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

20.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 19.2.

Part 7—Consultation and Dispute Resolution

21. Consultation about major workplace change

Clause 21 substituted in accordance with [PR610224](#).

- 21.1 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.
- 21.2 For the purposes of the discussion under clause 21.1(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.
- 21.3 Clause 21.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 21.4 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 21.1(b).
- 21.5 In clause 21 **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.

21.6 Where this award makes provision for alteration of any of the matters defined at clause 21.5, such alteration is taken not to have significant effect.

21A. Consultation about changes to rosters or hours of work

Clause 21A inserted in accordance with [PR610224](#)

- 21A.1** Clause 21A 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.
- 21A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 21A.3** For the purpose of the consultation, the employer must:
 - (a) provide to the employees and representatives mentioned in clause 21A.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.
- 21A.4** The employer must consider any views given under clause 21A.3(b).
- 21A.5** Clause 21A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

22. Dispute resolution

Clause 22 substituted in accordance with [PR610224](#).

- 22.1** Clause 22 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 22.2** 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.

- 22.3** If the dispute is not resolved through discussion as mentioned in clause 22.2, 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.
- 22.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 22.2 and 22.3, a party to the dispute may refer it to the Fair Work Commission.
- 22.5** 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.
- 22.6** 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.
- 22.7** 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 22.
- 22.8** While procedures are being followed under clause 22 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.
- 22.9** Clause 22.8 is subject to any applicable work health and safety legislation.

Schedule A—Classification Definitions

This schedule provides guidelines for the positions covered at the various levels contained in this award.

The appointment of an employee to a position will be dependent upon the person being capable of performing the functions at that level in a competent manner and being required by the employer to perform work at that level.

This requires that the person is not only qualified for the position, but has sufficient experience and level of skills to meet the standards of proficiency necessary to undertake the duties of the position with minimal supervision.

It is understood that entry levels will be provided with training, whether on-the-job, in-house, or by external providers, sufficient to achieve a standard of performance which is deemed to be that of a competent employee for that level, within a period of a few months.

All roles that require an employee to travel to various locations to undertake the employee's duties, the employee must hold a current and relevant drivers licence.

A.1 Gas industry employee—Level 1

A.1.1 Role

An employee of this level works under close direction and undertakes routine activities which require the practical application of basic skills and techniques.

A.1.2 General features

Employees are expected to demonstrate responsibility and accountability for the tasks they are directed to perform whilst working within established routines, methods and procedures. With experience, employees may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

A.1.3 Knowledge

This level is basic entry and the applicant would be expected to have sufficient communication skills to understand instructions, and relay information clearly. Most tasks can be learned fairly quickly because of the routine, simple, or repetitious nature of the work.

A.1.4 Positions included in this level:

(a) Basic administration grade 1

An employee at this level will be required to perform basic administration duties including reception duties. Basic computer skills are required.

(b) General hand/General hand pipelines

An employee at this level will be required to work within established routines, methods and procedures within the gas transmission and distribution sector.

(c) Plant maintenance employee grade 1

An employee at this level will be required to work within established routines, methods and procedures, operating residential type gardening equipment.

A.2 Gas industry employee—Level 2

A.2.1 Role

An employee of this level works under regular direction within clearly defined guidelines and undertakes a range of routine technical/administrative activities requiring the application and continuing development of acquired skills and knowledge.

A.2.2 General features

Employees are expected to demonstrate responsibility and accountability for planning and organising their own work which is performed within established routines, methods and procedures. They will be required to manage their own time and possibly resolve minor work procedural issues in their relevant work area within established constraints. Work is checked on completion.

A.2.3 Knowledge

Entry at this level would require completion of some form of formal education which is equivalent to junior certificate level at high school supplemented by some work experience in a relevant field.

Tasks require knowledge of established work practices, procedures, policies, and regulations relevant to the work area.

A.2.4 Positions included in this level:

(a) Basic administration grade 2

An employee at this level will be required to perform basic administration duties. General computer skills are required.

(b) Meter reader

An employee must be competent to proficiently perform the procedures in relation to reading meters.

(c) Meter repairer grade 1

An employee must be competent to proficiently perform techniques and procedures to dismantle and rebuild simple gas meters. The employee will be required to use relevant testing equipment for the calibration of repaired gas meters.

(d) Plant maintenance employee grade 2

The employee must be competent to proficiently perform basic maintenance tasks and demonstrate the ability to organise resources.

(e) **Storekeeper**

An employee at this level will be required to work within established routines, methods and procedures, involved in the warehouse operations.

(f) **Mains layer assistant**

An employee at this level will be required to work within established routines, methods and procedures involved in the laying of mains.

A.3 Gas industry employee—Level 3

A.3.1 Role

Employees of this level carry out moderately routine work using a more extensive range of appropriate skills and knowledge and receive direction in the application and further development of skills and knowledge appropriate to the work. Procedures, methods and guidelines are well established.

A.3.2 General features

Employees perform tasks or activities of increasing complexity using knowledge, judgment and work organisational skills. They are expected to demonstrate responsibility and accountability for their own work with assistance being available from supervisors. Employees may receive guidance on the broader aspects of their work and may assist other employees and tradespeople with direction and technical knowledge.

Employees are required to plan their own work and may be required to assist in co-ordinating a small work team, undertake some complex operational work and may be involved in planning and co-ordination of activities within the work area. Employees will assist in on-the-job training as is required.

A.3.3 Knowledge

Entry at this level would assume some work experience after completing formal education to junior high school, or an equivalent level of competence obtained through a structured training or a demonstrated competency of suitable skills gained through work experience.

Tasks require a working knowledge of work practices, gas industry codes and regulations relevant to the work area

A.3.4 Positions included in this level are:

(a) **Administration grade 3**

An employee at this level will be required to perform administration duties including the intermediate knowledge of computer applications.

(b) **Overdue account collector**

The employee must be competent in the reading of all types of gas meters, and in the collection of outstanding payment from customers.

(c) Plant maintenance employee grade 3 (leak survey technician)

The employee must be competent in the principles of gas metering, pressure regulation, reading, adjustment, and routine servicing of these instruments. Employees must be able to locate gas leakages and be competent in the care maintenance of the instruments used for this task.

(d) Meter repairer grade 2

The employee must be able to service and repair large gas meters used for industry and gas pressure controlling regulators.

A.4 Gas industry employee—Level 4

A.4.1 Role

Employees work under general direction in functions that require the application and further development of skills and knowledge appropriate to the work. Guidelines and work practices are generally established.

A.4.2 General features

Under broad instruction employees perform activities or functions involving the application of knowledge and skills gained through a structured course and previous experience. Employees will be expected to contribute specialist knowledge on projects in their appropriate work related areas. There is scope for initiative in the application of established work practices. Work roles may involve a range of functions which could contain a limited component of supervision. At this level employees may either broaden their skill base or further develop a skill specialisation. Assistance is readily available for specific problems.

A.4.3 Knowledge

Entry to this level will assume trade qualifications or equivalent received through structured training. Tasks require knowledge of statutory requirements relevant to the work area, and the application of good customer service techniques. Employees are expected to continue to enhance their knowledge and skill base through appropriate structured training.

A.4.4 Positions included in this level are:

(a) Administration grade 4

An employee at this level will be required to perform non routine administration duties including the intermediate knowledge of computer applications.

(b) Main layer grade 1

The employee must hold the relevant licences/trade qualification (Cert III), and experience to lay mains.

(c) Serviceperson grade 1

The employee must hold the relevant gas licences/trade qualification (Cert III), and experience in order to successfully service gas infrastructure.

A.5 Gas industry employee—Level 5

A.5.1 Role

Employees receive general direction from departmental managers and adhere to established work practices however they may be required to exercise initiative and judgment where practices and direction are not clearly defined. Employees working at this level will have highly developed skills in either an extended skill base or in a field of specialisation.

A.5.2 General features

Employees are involved in establishing work programmes. Work roles may include a range of activities or functions and involve the employee in internal and external liaison and communication activities. The employee will have responsibility and accountability for the everyday operation of the function and scope to exercise initiative in the application of established work procedures. Work may also involve specialist knowledge in a more limited number of functions or disciplines. Employees may be required to provide advice and assistance to others in their work group or affiliated department.

A.5.3 Knowledge

Entry to this level will assume post trade training and experience in excess of the requirements of level 4 or an equivalent level of competence obtained through structured training.

Tasks require extensive knowledge of policies, practices, industry codes and regulations gained through qualifications and experience. Employees are expected to continue to enhance their knowledge and skill base through appropriate additional structured training.

A.5.4 Positions included in this level:

(a) Administration grade 5

An employee at this level will be required to perform a wide range of non routine administration, financial, logistical and associated duties including the advanced knowledge of computer skills/applications.

(b) Main layer grade 2

The employee must hold the relevant licence/trade qualification, and extensive experience to lay mains.

(c) Serviceperson grade 2

The employee will hold the relevant gas and electrical licence/trade qualification, and experience in order to successfully service infrastructure.

(d) Plant maintenance employee grade 4

The employee must be competent and qualified in the principles of mechanical engineering or similar trade qualification. These employees will have extensive experience with gas metering, pressure regulation, and in the reading, adjustment, and extensive servicing of these instruments.

A.6 Gas industry employee—Level 6

A.6.1 Role

Employees work under limited direction and undertake a range of functions for which operational policies, work practices and guidelines have been developed.

A.6.2 General features

Employees will apply specialist knowledge based on their qualifications, previous training and experience in areas relevant to their discipline.

Work roles will require responsibility for decision-making in the particular work area and the provision of credible advice. Employees may exercise limited supervisory responsibility for large work projects, work independently as specialists or may be a senior member of a project team.

A.6.3 Knowledge

Tasks require detailed knowledge of activities and work practices relevant to the work area and a strong knowledge of organisation structure and functions.

The employee will be well trained in the systems relevant to the position and perform a wide range of non routine administration, financial, logistical and associated duties including the advanced knowledge of computer skills/applications. The employee will have obtained qualifications through TAFE or equivalent.

A.6.4 Positions included in this level are:

Administration grade 6 (team leader).

A.7 Gas industry employee—Level 7

A.7.1 Role

Employees enter this level after considerable relevant experience subsequent to leaving school. Under broad direction they undertake work which is either specialised, skill based or utilises extended skill based abilities in positions demanding the exercise of independence.

A.7.2 General features

Employees are required to demonstrate proficiency in the application of theoretical or applied approaches and have accountability for their own work as defined. They will liaise with other departments in providing credible technical or administrative support. Work roles will demand responsibility for decision-making and may involve basic diagnostic activities in problem solving and troubleshooting.

A.7.3 Knowledge

Entry to this level assumes trade and post trade qualifications or equivalent and experience in excess of the relevant requirements for levels 4, 5 and 6.

Tasks require detailed knowledge of work practices relevant to the work area and a sound knowledge of equipment, machines and tools utilised in the relevant role.

A.7.4 Positions included in the level are:

(a) Administration grade 7 (team leader)

The employee will be well trained in the systems relevant to the position. The employee will be responsible for the supervision of a team. The employee will have obtained qualifications through TAFE or equivalent.

(b) Gas installer grade 1

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate.

(c) Main layer grade 3

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate.

(d) Plant maintenance employee grade 5

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate.

A.8 Gas industry employee—Level 8

A.8.1 Role

Employees entering this level will be a competent and experienced employee. They undertake work which is either specialised or skill based. They may be required to exercise initiative and judgment where practices are not clearly defined.

A.8.2 General features

Work roles may include a range of activities or functions and may require the supervision of a team. There will be a need to apply specialist knowledge based on qualifications, previous training and experience in areas relevant to their discipline.

A.8.3 Knowledge

Entry to this level would assume qualifications in excess of those required for level 7 together with supervisory responsibilities.

Tasks require detailed knowledge of activities and work practices.

A.8.4 Positions included in this level are:

(a) Main layer grade 3 (team leader)

The employee must hold the relevant licences/trade qualification, and extensive experience to lay mains. The employee will be required to assign work and supervise other employees.

(b) Plant maintenance employee grade 5 (team leader)

These employees must have extensive experience with gas metering and pressure regulation. The employee will be required to assign work and supervise other employees.

(c) Gas installer supervisor

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate. The employee will be required to assign work and supervise other employees.

(d) Service person supervisor

The employee must hold the relevant gas and electrical licence/trade qualification, and experience in order to successfully service infrastructure. The employee will be required to assign work and supervise other employees.

Schedule B—Summary of Hourly Rates of Pay

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

Monetary amounts adjusted as a result of AWR 2018

B.1 Full-time and part-time employees

B.1.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Early start		Afternoon shift	Night shift	Saturday	Sunday	Public holiday
		First 2 hours	After 2 hours					
% of minimum hourly rate								
	100%	150%	200%	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 1	19.64	29.46	39.28	22.59	25.53	29.46	39.28	49.10
Level 2	20.39	30.59	40.78	23.45	26.51	30.59	40.78	50.98
Level 3	21.17	31.76	42.34	24.35	27.52	31.76	42.34	52.93
Level 4	22.04	33.06	44.08	25.35	28.65	33.06	44.08	55.10
Level 5	23.61	35.42	47.22	27.15	30.69	35.42	47.22	59.03
Level 6	25.27	37.91	50.54	29.06	32.85	37.91	50.54	63.18
Level 7	26.39	39.59	52.78	30.35	34.31	39.59	52.78	65.98
Level 8	27.60	41.40	55.20	31.74	35.88	41.40	55.20	69.00

B.1.2 Full-time and part-time employees—overtime rates

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
% of minimum hourly rate				
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	29.46	39.28	39.28	49.10
Level 2	30.59	40.78	40.78	50.98
Level 3	31.76	42.34	42.34	52.93
Level 4	33.06	44.08	44.08	55.10
Level 5	35.42	47.22	47.22	59.03
Level 6	37.91	50.54	50.54	63.18
Level 7	39.59	52.78	52.78	65.98
Level 8	41.40	55.20	55.20	69.00

B.2 Casual employees

B.2.1 Casual employees—ordinary and penalty rates

	Ordinary hours	Early start		Afternoon shift	Night shift	Saturday	Sunday	Public holiday
		First 2 hours	After 2 hours					
% of minimum hourly rate								
	125%	175%	225%	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 1	24.55	34.37	44.19	27.50	30.44	34.37	44.19	54.01
Level 2	25.49	35.68	45.88	28.55	31.60	35.68	45.88	56.07
Level 3	26.46	37.05	47.63	29.64	32.81	37.05	47.63	58.22
Level 4	27.55	38.57	49.59	30.86	34.16	38.57	49.59	60.61
Level 5	29.51	41.32	53.12	33.05	36.60	41.32	53.12	64.93
Level 6	31.59	44.22	56.86	35.38	39.17	44.22	56.86	69.49
Level 7	32.99	46.18	59.38	36.95	40.90	46.18	59.38	72.57
Level 8	34.50	48.30	62.10	38.64	42.78	48.30	62.10	75.90

B.2.2 Casual employees—overtime rates

B.2.2 amended in accordance with [\[2018\] FWCFB 3802](#) [174].

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours 3 hours	After 2 hours 3 hours		
% of minimum hourly rate				
	175%	225%	225%	275%
	\$	\$	\$	\$
Level 1	34.37	44.19	44.19	54.01
Level 2	35.68	45.88	45.88	56.07
Level 3	37.05	47.63	47.63	58.22
Level 4	38.57	49.59	49.59	60.61
Level 5	41.32	53.12	53.12	64.93
Level 6	44.22	56.86	56.86	69.49
Level 7	46.18	59.38	59.38	72.57
Level 8	48.30	62.10	62.10	75.90

Schedule C—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2018

C.1 Wage related allowances

Availability duty allowance inserted in accordance with [PR584535](#)

The wage related allowances in this award are based on the standard rate as defined in Schedule H—Definitions as the minimum weekly wage rate for a Level 4 employee in clause 10.1 = **\$837.40**

Allowance	Clause	% of standard rate \$837.40	\$ per week
First aid allowance	11.2(a)	2.0	16.75
Availability duty	11.3	26	217.72

C.1.1 Adjustment of wage related allowances

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

C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.4:

Allowance	Clause	\$
Meal allowance	11.4(a)	16.49 per meal

C.3 Adjustment of expense related allowances

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.

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

Schedule D—Supported Wage System

Schedule amended in accordance with [PR606630](#)

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than **\$86** per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$86 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—School-based Apprentices

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

Schedule F—National Training Wage

Schedule F deleted in accordance with [PR593844](#)

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Schedule G—Part-day public holidays

Schedule G amended in accordance with [PR701683](#).

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

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

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

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

DRAFT

Schedule H—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

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

afternoon shift means any shift finishing after 6.00 pm and at or before midnight

Definition of **availability duty** from current award inserted in accordance with [\[2018\] FWCFB 3802](#) at [187].

availability duty means that the employee is continuously available outside normal working hours to attend an urgent or emergency situation and when paged or upon receiving a telephone call must respond immediately

continuous shiftworker means a shiftworker who performs continuous work

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

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

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

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

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

Definition of **gas industry** has been changed in accordance with [\[2017\] FWCFB 3433](#) at [339].

gas industry has the meaning given in clause 3.2

~~means the transmission, distribution, wholesaling and retailing of gas to industrial, commercial and domestic consumers~~

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

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

night shift means any specified or rostered shift finishing after midnight and at or before 8.00 am

non-continuous shiftworker means a shiftworker other than a shiftworker who performs continuous work

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

rostered shift means a shift of which the employee concerned has had at least 48 hours' notice

standard rate means the minimum weekly wage for a Level 4 employee referred to in clause 10.1

DRAFT

Schedule I—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___