



# DRAFT DETERMINATION

*Fair Work Act 2009*

s.156—4 yearly review of modern awards

## **4 yearly review of modern awards**

(AM2014/208)

## **PASSENGER VEHICLE TRANSPORTATION AWARD 2010**

[MA000063]

Passenger vehicle transport (non rail) industry

JUSTICE ROSS, PRESIDENT  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

*4 yearly review of modern awards – Passenger Vehicle Transportation Award 2010 – modern award varied.*

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Passenger Vehicle Transportation Award 2010* is varied as follows:

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

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

PRESIDENT

Printed by authority of the Commonwealth Government Printer

# Passenger Vehicle Transportation Award 20XX

## Table of Contents

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

Passenger Vehicle Transportation Award 20XX

24. Community service leave.....25

25. Unpaid family and domestic violence leave .....25

26. Public holidays.....26

**Part 7— Consultation and Dispute Resolution .....26**

27. Consultation about major workplace change.....26

28. Consultation about changes to rosters or hours of work.....27

29. Dispute resolution .....28

**Part 8— Termination of Employment and Redundancy .....29**

30. Termination of employment .....29

31. Redundancy .....30

**Schedule A —Classifications.....32**

**Schedule B —Summary of Hourly Rates of Pay .....35**

**Schedule C —Summary of Monetary Allowances .....38**

**Schedule D —Supported Wage System .....40**

**Schedule E —Agreement for Time Off Instead of Payment for Overtime.....43**

**Schedule F —Agreement to Take Annual Leave in Advance .....44**

**Schedule G —Agreement to Cash Out Annual Leave.....45**

**Schedule H —Part-day public holidays .....46**

## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Passenger Vehicle Transportation Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

In this award, unless the contrary intention appears:

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

**broken shift** means a shift with a spread of hours permitted under the relevant State or Territory driving hours legislation and with an unpaid break of greater than 60 minutes between the 2 portions of work

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

**early or late work** means work performed before 6.00 am and after 7.00 pm

**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)

**motor vehicle** means any motorised vehicle capable of carrying less than 8 persons and used for hire, charter or reward

**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](#)

**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

**passenger vehicle** includes motor vehicle, limousine, hire car, bus, coach, electric tramway, monorail and light rail

**Passenger vehicle transportation industry** has the meaning given in clause 4.2

**rostered day off** means an authorised day's leave derived from the implementation of a working pattern under clause 13.1(c)(i)

**specified route service** means any route service on which a passenger vehicle operates, excluding a dedicated school bus service, for which the employer is obliged to run, including operations under a contract with the Federal or any State Government or any instrumentality

**standard rate** means the minimum weekly rate for a Grade 3 employee in clause 15.1

**two-driver operation** means any express, charter or tour operation upon which a driver is employed with another driver in a two-driver team and required to share the driving and associated duties for the whole or substantial part of that operation (but will not include a related feeder or shuttle service driven by another driver)

**waiting time** means time, excluding meal breaks, in which no demand for work is made upon the driver and the driver is placed under no restraint as to their movements and is not otherwise on-call by the employer

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

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

### 4. Coverage

- 4.1 This industry award covers employers throughout Australia in the passenger vehicle transportation industry and their employees in the classifications listed in clause 15—Minimum rates to the exclusion of any other modern award.
- 4.2 **Passenger vehicle transportation industry** means the transport of passengers by:
  - (a) motor vehicle, limousine or hire car;
  - (b) bus or coach; and
  - (c) electric tramway, monorail or light rail.
- 4.3 This award covers any employer which supplies labour on an on-hire basis in the passenger vehicle transportation industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in

the performance of work for a business in that industry. Clause 4.3 operates subject to the exclusions from coverage in this award.

**4.4** This award covers employers which provide group training services for trainees engaged in the passenger vehicle transportation industry and/or parts of that industry and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 4.1 are being performed. Clause 4.4 operates subject to the exclusions from coverage in this award.

**4.5** This award does not cover:

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

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

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

## **5. Individual flexibility arrangements**

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

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

**5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**5.4** An employer who wishes to initiate the making of an agreement must:

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

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

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

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

**5.7** An agreement must be:

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

**5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

**5.11** An agreement may be terminated:

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

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

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

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

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

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

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

### **6.2 Responding to the request**

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

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

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

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

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

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.



- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

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

**6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 29—Dispute resolution.

**7. Facilitative provisions**

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

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

Clause	Provision	Agreement between an employer and:
13.1(c)	Accumulation of rostered days off	An individual
13.2(c)	Ordinary hours of work and rostering—changes to roster	An individual
19.3	Time off instead of payment for overtime	An individual
21.4	Annual leave in advance	An individual
21.8	Cashing out of annual leave	An individual
26.3	Substitution of public holidays by agreement	An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

8.1 Employees will be employed in one of the following categories:

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

8.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual. This decision will then be recorded in a time and wages record.

### 9. Full-time employees

9.1 A full-time employee:

- (a) is engaged to work an average of 38 ordinary hours per week; and
- (b) must receive a minimum payment of 4 hours for each shift/day engaged.

### 10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work less than 38 ordinary hours per week; and
- (b) has reasonably predictable hours of work.

10.2 The terms of this award must apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

10.3 Before commencing part-time employment, the employee and employer must agree upon:

- (a) the usual hours to be worked by the employee;
- (b) the days upon which they will be worked;
- (c) the expected commencing and finishing times for the work; and
- (d) the classification applying to the work to be performed.

10.4 The terms of the agreement in clause 10.3 may be varied by consent.

10.5 The terms of the agreement or any variation to it must be in writing and retained by the employer. The employer must provide a copy of the agreement, and any variation to it, to the employee.

10.6 Additional hours to those specified in clause 10.3(a) to 10.3(c) may be offered and worked by agreement. Where a part-time employee agrees to work additional time

then that time will stand alone and count towards the ordinary hours of duty for that week.

- 10.7** Except as otherwise provided in this award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 10.3(a) to 10.3(c) and clause 10.6 at the minimum hourly rate for the employee's classification.
- 10.8** A part-time employee must receive a minimum payment of 3 hours for each day they are engaged.
- 10.9** All time worked in excess of the agreed hours referred to in clause 10.3(a) to 10.3(c) and clause 10.6 will be paid at the appropriate overtime rate.

## **11. Casual employees**

- 11.1** A casual employee is an employee who is engaged as a casual employee and paid by the hour.
- 11.2** An employer must, wherever practicable, notify a casual employee if their services are not required the next working day.

### **11.3 Casual loading**

- (a) For each ordinary 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.

### **11.4 Minimum engagement for a casual employee**

- (a) A casual employee must receive:
- (i) a minimum payment of 3 hours for each shift; or
  - (ii) where solely engaged for the purpose of transportation of school children to and from school, a casual employee may be rostered to perform one engagement or 2 separate engagements per day, with a minimum payment of 2 hours for each separate engagement.

### **11.5 Right to request casual conversion**

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

**Passenger Vehicle Transportation Award 20XX**

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.5(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 29—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.5, the employer and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
  - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.5.
  - (o) Nothing in clause 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
  - (p) Nothing in clause 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
  - (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.5 by 1 January 2019.
  - (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.5(q).

## **12. Classifications**

The classification definitions of employees are set out in Schedule A—Classifications.

## **Part 3—Hours of Work**

### **13. Ordinary hours of work and rostering**

#### **13.1 Ordinary hours and roster cycles**

- (a) The ordinary hours of work for a full-time employee will be an average of 38 hours per week.
- (b) The ordinary hours of work for a full-time employee may be worked on any day of the week averaged as follows:

## Passenger Vehicle Transportation Award 20XX

- (i) 38 hours on up to 5 days within a work cycle not exceeding 7 consecutive days;
  - (ii) 76 hours on up to 10 days within a work cycle not exceeding 14 consecutive days;
  - (iii) 114 hours on up to 15 days within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours on up to 20 days within a work cycle not exceeding 28 consecutive days.
- (c) Ordinary hours for a full-time employee may be worked by:
- (i) providing for one accrued rostered day off (8 hours) and 19 days of work over a continuous 4 week period. Provided that, by agreement between the employer and employee, accrued rostered days off may be accumulated to a maximum of 10 such days over a 40 week period; or
  - (ii) in accordance with clause 13.1(b).
- (d) The ordinary hours of work for a part-time employee will be determined in accordance with clause 10.1(a), 10.3, 10.4, 10.5 and 10.6.
- (e) The ordinary hours of work for a casual employee will be up to 38 hours per week.
- (f) Ordinary hours, exclusive of meal breaks, must not exceed 10 hours on any one day.

### 13.2 Notice requirements

- (a) All known rostered duty, which may include broken shifts and days off, must be displayed at least 7 days before the start of the rostered duty.
- (b) Changes to the roster, including alterations to days off, must be displayed at least 24 hours in advance and the employee must be notified.
- (c) Any changes for which less than 24 hours' notice has been given must be agreed to by the employee.

### 13.3 Coach/bus driver employees on single day charters

- (a) An employee engaged as a coach driver or a bus driver on a single day charter may have a rostered shift divided into 2 working periods with no requirement to return to the depot during a rostered shift.
- (b) The coach/bus driver will be paid waiting time at the rate of **50%** of the minimum hourly rate plus any applicable penalty or loading.
- (c) Paid waiting time will not be taken into account when calculating overtime.

**14. Breaks**

- 14.1 An employee may be rostered for an unpaid meal break of between 30 minutes and one hour to be taken at the depot or any other reasonable location.
- 14.2 An employee must not be required to work for more than 5 and a half hours without a break for a meal.
- 14.3 Where a rostered meal break cannot be provided, an employee will be provided with a paid crib break of between 15 and 30 minutes to be taken at any reasonable location.

**Part 4—Wages and Allowances**

**15. Minimum rates**

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

Employee classification	Minimum weekly rate (full-time employee) \$	Minimum hourly rate \$
Grade 1	799.10	21.03
Grade 2	818.50	21.54
Grade 3	865.40	22.77
Grade 4	895.70	23.57
Grade 5	945.10	24.87
Grade 6	986.80	25.97

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

**15.2 Junior rates**

- (a) Junior employees will be entitled to a percentage of the applicable adult rate for their classification as follows:

Age	% of applicable adult rate
Under 19 years	70
19 years	80
20 years	100

- (b) Where a junior employee aged 18 years or more is required to drive a passenger vehicle and is in sole charge of that vehicle, the employee must be paid the adult rate assigned to the class of driving work that the employee is required to perform.

### 15.3 Higher duties

An employee required by the employer to perform the duties of a higher grade for at least 2 hours on any shift or day, must be paid the higher rate for all work done on that day or shift.

### 15.4 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.

### 15.5 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX* is to be read as referring to the *Passenger Vehicle Transportation Award 20XX* and not the *Miscellaneous Award 20XX*.

## 16. Payment of wages

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

- 16.1 All earnings, including overtime, must be paid either weekly or fortnightly in the employer’s time on a day to be fixed by the employer. Payment will be no later than Thursday in the pay period.
- 16.2 Once fixed, the pay day must not be altered more than once in 3 months.
- 16.3 All earnings, including overtime, must be paid within 2 days of the expiration of the pay period in which they accrue.
- 16.4 Notwithstanding anything contained in clause 16, the employer must pay to an employee who leaves or is dismissed all money due to the employee within 2 working days.
- 16.5 The employer may pay an employee by electronic funds transfer to a bank account nominated by an employee.

## 17. Allowances

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



**17.1** Employers must pay to an employee the allowances the employee is entitled to under clause 17. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

**17.2 Wage-related allowances**

**(a) First aid allowance**

An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body must be paid a weekly allowance of **\$16.44** if appointed by the employer as a first aid officer.

**(b) Articulated bus allowance**

An employee required to drive an articulated bus will be paid an additional **\$13.50** for that shift.

**17.3 Expense-related allowances and reimbursements**

**(a) Meal allowance**

A meal allowance of **\$13.36** will be paid to employees who work more than 2 hours' overtime beyond their ordinary finishing time.

**(b) Log book/work diary allowance**

An employee who is required to purchase a log book/work diary for the purpose of recording driving hours will be reimbursed by the employer for the cost of the log book/work diary.

**(c) Uniform allowance**

An employee required to wear a uniform (including boots or other required footwear) will be reimbursed for all reasonable and necessary costs incurred in purchasing that uniform if the uniform is not provided by the employer.

**(d) Living away from home allowance**

**(i)** An employee whose employment necessitates absence from home and who is unable to conveniently return home will be paid a minimum of 8 hours per day Monday to Friday and a minimum of 8 hours per day on Saturdays or Sundays plus penalty rates for actual time worked on any such day in accordance with Part 5—Overtime and Penalty Rates.

**(ii)** The employer will either reimburse the employee for reasonable costs incurred by the employee when living away from home or provide accommodation and all meals.

**(e) Fares and travelling time**

**(i)** An employee starting or finishing work at a place, other than the ordinary starting or finishing place, will be paid at ordinary rates for travelling time in excess of that normally spent in travelling to and from home.

## Passenger Vehicle Transportation Award 20XX

- (ii) Travelling time will not be taken into account when calculating overtime.
- (iii) The employer will reimburse an employee for any reasonable travelling expenses incurred in connection with the provisions of clause 17.3(e).

### (f) Vehicle allowance

- (i) An employee will be paid an allowance of **\$0.78** per kilometre where no form of public transport is available and the employee is required to use a personal vehicle for transportation between:
  - the ordinary starting and finishing place; and
  - any other place of work decided by the employer.
- (ii) An allowance of **\$0.78** per kilometre will be paid to an employee who by agreement with their employer uses the employee's own vehicle in the course of their work.

### (g) Medical examination allowance

- (i) An employer may require an employee, and the employee will agree, to submit to a medical examination upon engagement, and periodically after that at the discretion of the employer provided that the medical is limited to ensuring that the employee is capable of performing the inherent requirements of the job.
- (ii) All medical evidence will be made available to the employer/employee on request, provided that the medical evidence is limited to ensuring that the employee is capable of performing the inherent requirements of the job.
- (iii) Where the employer requires an employee to undertake a medical examination the employer will pay the employee an allowance equal to the difference between the cost of the examination and the Medicare rebate.
- (iv) An employee required to undertake a medical examination for the purposes of obtaining a relevant licence will be paid an allowance in accordance with clause 17.3(g)(iii), provided that the employer determines the certified medical practitioner who is to perform the examination.

## 18. Superannuation

### 18.1 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.

## 18.2 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.

## 18.3 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 18.2.
- (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 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

## 18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or 18.3(b) to one of the following superannuation funds or its successor:

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

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

## Part 5—Overtime and Penalty Rates

### 19. Overtime

#### 19.1 Definition of overtime

- (a) Overtime is any time worked in excess of:
  - (i) the hours in clauses 13.1(a) and 13.1(b); or
  - (ii) the rostered ordinary hours on any day.

**19.2** Overtime as defined in clause 19.1 must be paid for at **150%** of the minimum hourly rate for the first 3 hours and **200%** of the minimum hourly rate after 3 hours.

#### 19.3 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 19.3.
- (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 19.3(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 19.3 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 19.3 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 19.3 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 19.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.3(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 19.3 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 19.3 will apply, including the requirement for separate written agreements under clause 19.3(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 19.3 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 19.3.

**19.4** Overtime rates and penalty rates (as set out in clauses 19—Overtime and 20—Penalty rates) are not cumulative. Where the employee is entitled to overtime and penalty rates the employee will be paid the applicable rate that is higher.

**20. Penalty rates**

**20.1 Employees other than employees on two-driver operations**

- (a) An employee other than an employee on two-driver operations will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

<b>Time worked</b>	<b>Penalty rate</b>	<b>Casual penalty rate (inclusive of 25% loading)</b>
	<b>% of minimum hourly rate</b>	
Early or late work <sup>1</sup>	115	140
Saturday all hours	150	175
Sunday all hours	200	225
Public holiday all hours	250	275

<sup>1</sup>Early or late work means work before 6.00 am or after 7.00 pm.

- (b) Penalty rates and overtime rates (as set out in clauses 19—Overtime and 20—Penalty rates) are not cumulative. Where an employee is entitled to overtime and penalty rates the employee will be paid the applicable rate that is higher.

**20.2 Employees on two-driver operations**

An employee on two-driver operations will be paid the following rates for all ordinary hours worked by the employee during the following periods:

<b>Time worked</b>	<b>Rate</b>	<b>Casual rate (inclusive of 25% loading)</b>
	<b>% of minimum hourly rate</b>	
Monday to Friday—all hours	100%	125%
Saturday—all hours	125%	150%
Sunday—all hours	150%	175%
Public holiday other than Good Friday and Christmas day	100% plus an additional 8 hours at ordinary time	125% plus an additional 8 hours at ordinary time
Good Friday and Christmas Day	125% plus an additional 8 hours at ordinary time	150% plus an additional 8 hours at ordinary time

**Part 6—Leave and Public Holidays**

**21. Annual leave**

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

**21.2** For the purposes of section 87(1)(b) of the [Act](#), a **shiftworker** means an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

**21.3 Payment for annual leave**

During each period of annual leave a full-time employee must be paid a loading of **17.5%** on the minimum wage rate prescribed for their classification under this award. The loading does not apply to proportionate leave on termination of employment.

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

**21.4 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 21.4 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 21.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

**21.5 Excessive leave accruals: general provision**

NOTE: Clauses 21.5 to 21.7 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 21.2).

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**21.6 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 21.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 21.6(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 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 21.6(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 21.6(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 21.6(d) may result in the direction ceasing to have effect. See clause 21.6(b)(i).

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

**21.7 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.



- (b) However, an employee may only give a notice to the employer under clause 21.7(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 21.6(a) that, when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 21.7(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 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 21.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 21.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 21.7(a).

## **21.8 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.8.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 21.8 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.

- (e) An agreement under clause 21.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 21.8 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.8.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.8.

NOTE 3: An example of the type of agreement required by clause 21.8 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

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

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

## **23. Parental leave and related entitlements**

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

## **24. Community service leave**

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

## **25. Unpaid family and domestic violence leave**

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

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

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document

issued by the police service, a court or family violence support service, or a statutory declaration.

## **26. Public holidays**

**26.1** Public holiday entitlements are provided for in the [NES](#).

**26.2** Where an employee works on a public holiday they will be paid in accordance with clauses 19—Overtime or 20—Penalty rates

### **26.3 Substitution of public holidays by agreement**

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

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

### **26.4 Part-day public holidays**

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

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

### **27. Consultation about major workplace change**

**27.1** 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.

**27.2** For the purposes of the discussion under clause 27.1(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.

**27.3** Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**27.4** 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 27.1(b).

**27.5** In clause 27 **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.

**27.6** Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

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

**28.1** Clause 28 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.

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

**28.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 28.2 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.

**28.4** The employer must consider any views given under clause 28.3(b).

**28.5** Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **29. Dispute resolution**

**29.1** Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**29.2** 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.

**29.3** If the dispute is not resolved through discussion as mentioned in clause 29.2, 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.

**29.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.

**29.5** 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.

**29.6** 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.

**29.7** 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 29.

**29.8** While procedures are being followed under clause 29 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.

**29.9** Clause 29.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 30. Termination of employment

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

#### 30.1 Notice of termination by an employee

- (a) Clause 30.1 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**

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

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

- (c) In clause 30.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 30.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 30.1(b), then no deduction can be made under clause 30.1(d).
- (f) Any deduction made under clause 30.1(d) must not be unreasonable in the circumstances.

#### 30.2 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 30.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 31. Redundancy

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

### 31.1 Transfer to lower paid duties on redundancy

- (a) Clause 31.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 31.1(c).
- (c) If the employer acts as mentioned in clause 31.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### 31.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 31 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### 31.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

**Passenger Vehicle Transportation Award 20XX**

- (b) If an employee is allowed time off without loss of pay of more than one day under clause 31.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 31.3(b).
- (d) An employee who fails to produce proof when required under clause 31.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 30.2.

DRAFT



## Schedule A—Classifications

### A.1 Grade 1

#### A.1.1 Grade 1 employees are:

- (a) employees engaged in various activities not involving the driving of passenger vehicles, whilst carrying passengers, and includes yard and vehicle cleaning/washing, oil and greasing, refuelling, changing tyres, assisting in tyre repairs and supervision of school children on passenger vehicles; and
- (b) coach attendants employed to travel on a passenger vehicle undertaking long tours and performing other duties incidental and associated with such work.

### A.2 Grade 2

#### A.2.1 Grade 2 employees are employees with skills in excess of Grade 1 and includes:

- (a) employees engaged in duties associated with effective ticketing, conducting and customer relations service in all contact with passengers and the general public. Duties include operating and issuing tickets; ensuring correct revenue is collected; balancing and accounting for all tickets to ensure correct money has been received; pre-departure checks of passenger vehicles; driver monitoring and reporting vehicle defects; liaising and communicating with passengers and the general public to provide information and directions and performing various administrative procedures associated with Grade 2 duties;
- (b) a driver of a passenger vehicle with a carrying capacity of less than 25 school children to and/or from school; and
- (c) a driver of a motor vehicle, limousine or hire car capable of carrying less than 8 persons and used for hire or reward but excluding motor vehicles used for private purposes.

### A.3 Grade 3

#### A.3.1 Grade 3 employees are:

- (a) employees with skills in excess of Grade 2 and includes all employees engaged in driving a passenger vehicle with a carrying capacity of 25 or more school children to and/or from school;
- (b) employees engaged in driving a passenger vehicle with a carrying capacity of less than 25 passengers on a specified route service which operates regularly between fixed terminals;
- (c) a coach driver of a passenger vehicle which undertakes charter, single day tours or which operates regularly between fixed terminals with a return distance of less than 650 km; and
- (d) a bus driver of a passenger vehicle who undertakes charter, single day tours which operates regularly between fixed terminals with a return distance of less

than 650 km and who is not otherwise classified at the grade 4 by virtue of the specified route work normally performed or the carrying capacity of the bus.

#### **A.4 Grade 4**

**A.4.1** Grade 4 employees are employees with skills in excess of Grade 3 who efficiently operate passenger vehicles and issue tickets; balance and account for tickets and revenue; practice basic customer relations when providing information to passengers and the general public; inspect and monitor general conditions of the passenger vehicle; perform basic mechanical support duties; report and record information and includes:

- (a) employees engaged in driving a passenger vehicle with a carrying capacity of 25 or more passengers on a specified route which operates regularly between fixed terminals; and
- (b) a coach driver driving a passenger vehicle with a carrying capacity of 25 or more passengers on extended trip/tour with a return distance of 650 km or more and who may be required to deliver descriptive commentary and/or be absent overnight from their place of residence.

#### **A.5 Grade 5**

**A.5.1** Grade 5 employees are employees with skills in excess of Grade 4. An employee at this level:

- (a) performs the duties of driver with a sound understanding of operational work practices and procedures;
- (b) performs activities of increasing complexity with some scope to exercise initiative in the application of established work procedures;
- (c) may instruct other employees including on-the-job training; operates special services with a sound knowledge of the routes of other depots;
- (d) instructs new drivers in route and passenger vehicle operations;
- (e) inducts new drivers to aspects of depot operations and information;
- (f) communicates with all types of customers with an advanced degree of courtesy and accuracy of information; and
- (g) carries out duties associated with passenger surveys and service monitoring.

#### **A.6 Grade 6**

**A.6.1** Grade 6 employees are employees with skills in excess of Grade 5 who are classified as supervisors and/or trainers who perform more complex activities, which may require the exercise of knowledge and initiative in the application and establishment of work procedures.

**A.6.2** An employee at this level:

- (a) performs the duties of driver plus, as required, provides training, supervision and inducting and monitoring of trainee drivers;
- (b) drives routes in other depots to cover vehicle schedules and assists in preparing rosters and amendments;
- (c) is required:
  - (i) to have a customer service focus; and
  - (ii) to provide support to operations officers at special events including supervision and co-ordination of transport movements; and is responsible for routine probationary service monitoring and assessment of new drivers;
- (d) provides support to operations officers at special events including supervision and co-ordination of transport movements; and
- (e) is responsible for routine probationary service monitoring and assessment of new drivers.

DRAFT

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

**B.1 Full-time and part-time employees**

**B.1.1 Full-time and part-time employees other than two-driver operations—ordinary and penalty rates**

	Ordinary hours	Early or late work <sup>1</sup>	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>115%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 1	21.03	24.18	31.55	42.06	52.58
Grade 2	21.54	24.77	32.31	43.08	53.85
Grade 3	22.77	26.19	34.16	45.54	56.93
Grade 4	23.57	27.11	35.36	47.14	58.93
Grade 5	24.87	28.60	37.31	49.74	62.18
Grade 6	25.97	29.87	38.96	51.94	64.93

<sup>1</sup> Early or late work means work before 6.00 am or after 7.00 pm.

**B.1.2 Full-time and part-time employees on two-driver operations—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday	Public holiday	Good Friday or Christmas day
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>125%</b>	<b>150%</b>	<b>N/A</b>	<b>N/A</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ per shift<sup>1</sup></b>	<b>\$ per shift<sup>2</sup></b>
Grade 1	21.03	26.29	31.55	168.24	168.24
Grade 2	21.54	26.93	32.31	172.32	172.32
Grade 3	22.77	28.46	34.16	182.16	182.16
Grade 4	23.57	29.46	35.36	188.56	188.56

**Passenger Vehicle Transportation Award 20XX**

	<b>Ordinary hours</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>	<b>Good Friday or Christmas day</b>
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>125%</b>	<b>150%</b>	<b>N/A</b>	<b>N/A</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ per shift<sup>1</sup></b>	<b>\$ per shift<sup>2</sup></b>
Grade 5	24.87	31.09	37.31	198.96	198.96
Grade 6	25.97	32.46	38.96	207.76	207.76

<sup>1</sup> This amount is payable in addition to 100% of the minimum hourly rate for hours worked (see clause 15.1).

<sup>2</sup> This amount is payable in addition to 125% of the minimum hourly rate for hours worked (see clause 15.1).

**B.1.3 Full-time and part-time employees—overtime**

	<b>In excess of ordinary hours</b>		<b>Public holiday</b>
	<b>First 3 hours</b>	<b>After 3 hours</b>	
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 1	31.55	42.06	52.58
Grade 2	32.31	43.08	53.85
Grade 3	34.16	45.54	56.93
Grade 4	35.36	47.14	58.93
Grade 5	37.31	49.74	62.18
Grade 6	38.96	51.94	64.93

**B.2 Casual employees**

**B.2.1 Casual employees other than two-driver operations—ordinary and penalty rates**

	<b>Ordinary hours</b>	<b>Early or late work<sup>1</sup></b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>140%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 1	26.29	29.44	36.80	47.32	57.83
Grade 2	26.93	30.16	37.70	48.47	59.24
Grade 3	28.46	31.88	39.85	51.23	62.62

**Passenger Vehicle Transportation Award 20XX**

	<b>Ordinary hours</b>	<b>Early or late work<sup>1</sup></b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>140%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 4	29.46	33.00	41.25	53.03	64.82
Grade 5	31.09	34.82	43.52	55.96	68.39
Grade 6	32.46	36.36	45.45	58.43	71.42

<sup>1</sup> **Early or late work** means work before 6.00 am or after 7.00 pm.

**B.2.2 Casual employees on two-driver operations—ordinary and penalty rates**

	<b>Ordinary hours</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>	<b>Good Friday or Christmas day</b>
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>125%</b>	<b>150%</b>	<b>N/A</b>	<b>N/A</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ per shift<sup>1</sup></b>	<b>\$ per shift<sup>2</sup></b>
Grade 1	21.03	26.29	31.55	168.24	168.24
Grade 2	21.54	26.93	32.31	172.32	172.32
Grade 3	22.77	28.46	34.16	182.16	182.16
Grade 4	23.57	29.46	35.36	188.56	188.56
Grade 5	24.87	31.09	37.31	198.96	198.96
Grade 6	25.97	32.46	38.96	207.76	207.76

<sup>1</sup> This amount is payable in addition to the minimum hourly rate for hours worked (see clause 15.1).

<sup>2</sup> This amount is payable in addition to 125% of the minimum hourly rate for hours worked (see clause 15.1).

## Schedule C—Summary of Monetary Allowances

See clause 17—Allowances for full details of allowances payable under this award.

### C.1 Wage-related allowances

**C.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly rate for a Grade 3 employee in clause 15.1 = **\$865.40**

Allowance	Clause	% of <a href="#">standard rate</a>	\$	Payable
First aid allowance	17.2(a)	1.90	16.44	per week
Articulated bus allowance	17.2(b)	1.56	13.50	per shift

### C.1.2 Adjustment of wage-related allowances

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

### C.2 Expense-related allowances

**C.2.1** The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	Payable
Meal allowance—more than 2 hours' overtime beyond ordinary finishing time	17.3(a)	13.36	per occasion
Vehicle allowance—use of own vehicle between starting and finishing place	17.3(f)(i)	0.78	per km
Vehicle allowance—use of own vehicle in the course of work	17.3(f)(ii)	0.78	per km

### C.2.2 Adjustment of expense-related allowances

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

**Passenger Vehicle Transportation Award 20XX**

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Vehicle/fares and travelling time allowance	Private motoring sub-group

DRAFT



## Schedule D—Supported Wage System

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

**D.2** In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of 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:

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

**D.4.2** Provided that the minimum amount payable must be not less than \$87 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 SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**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 SWS.

## **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 4 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 \$87 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—Agreement for Time Off Instead of Payment for Overtime

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

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

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

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

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

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

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

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

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

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

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

**Schedule F—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 G—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 H—Part-day public holidays

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- H.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

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

DRAFT