

The Vehicle Repair, Services and Retail Award—Exposure Draft was first published on 15 October 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
13 February 2019	Incorporate changes as a result of [2017] FWCFB 3438, PR594163	24.3
	Incorporates changes as a result of [2018] FWCFB 3802	Parties agreed changes from 27 June 2018 exposure draft adopted as per para [5]
	Incorporate changes as a result of [2018] FWCFB 3936, PR609415	32
	Incorporates changes as a result of [2018] FWCFB 4695, PR700688	11.3
	Incorporate changes resulting from [2018] FWCFB 4704, PR610255	5, 35, 36, 37, 38
	Incorporate changes as a result of PR701683	Schedule H (relocated)
	Incorporates changes resulting from [2018] FWCFB 6863, PR701492	6
	Parties' agreed changes	1.1, 3.4 (deleted), 3.5 (deleted), 4.5, 7.2, 7.3, 7.4, 9, 11.4(b), 12.2(d) (deleted), 13.5, 16.9, 16.10, 17.3(d), 22, 22.2, 22.1, 24.3, 24.5, 25.1(b(ii)), 25.4(b), 26.13, 29.2, A.1.5, B.1.4(b), B.1.5, B.1.6, B.1.5(b), B.1.6, B.2.3(a), B.3.1, B.3.4, B.3.4(a), B.3.4(b), B.3.5, B.3.6(a), B.3.6(b), B.3.6(c), B.3.6, B.3.6(b), B.3.6(c), B.5 (deleted), B.7 (deleted), 2 (relocated)
	Omitted text inserted in clause 24 (highlighted)	24.3
	Administrative changes by Modern Awards team	17
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14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	18, 19
	Incorporate changes resulting from [2017] FWCFB 3433	4.2, 2 (relocated)
	Incorporating changes resulting from [2019] FWCFB 1255 at [41]	A.1
	Incorporates changes resulting from [2019] FWCFB 2548, PR707048	39

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The Vehicle Repair, Services and Retail Award—Exposure Draft was first published on 15 October 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	1.3 (deleted) C.1.1, C.2.1
	Incorporating changes resulting from [2019] FWCFB 3500 , PR707502 , PR707730 , PR709080	27, 28, 16, 18, 19, Schedule B, Schedule C, Schedule E
	Incorporating changes resulting from [2019] FWCFB 5144	33
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712283	7, 34, Schedule H
	Incorporating changes resulting from [2019] FWCFB 5409	4.5, 4.6, 16, Schedule B
	Parties' agreed changes	2, 4.4, 11.4, 13.2(l), 16.6(b), 27.3, 28.5, 28.6, 29.12, B.3.2, B.3.3, B.3.4(b), B.7.2
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 1.3, 2, 7, 9, 10, 11, 10, 12, 13, 22, 16.12, 16.13, 20, Part 4—, Part 3—, Part 5—, 29.4, 29.5, 29.6, 29.7, 29.13, Part 7—, 32, 38, 39, Schedule C, Schedule D, Schedule F—National Training Wage (deleted), Schedule H—Definitions (moved), Schedule H
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6,36
	Administrative change by Modern Awards team to clause B.2.3(a) to correct error	B.2.3(a)
	Administrative changes by Modern Awards team for consistency.	B.2.4(a), B.3.4(a), B.3.6(a), B.5, B.6, B.7
	Administrative changes made by Modern Awards team in response to submissions from the parties	27.1, 27.3

EXPOSURE DRAFT

Vehicle Repair, Services and Retail Award 20XX

This exposure draft is based on the *Vehicle Manufacturing, Repair, Services and Retail Award 2010* (the Vehicle award) as at 16 November 2015 and incorporates award updates up to 20 September 2019. Sections of the award relating to manufacturing have been removed where parties have agreed. These provisions are proposed to be incorporated into the *Manufacturing and Associated Industries Award 20XX*. This draft has been amended to take into account the positions put by the parties, formatting and wording suggestions and recent Full Bench conclusions

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/93](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have not been deleted as a result of decisions made during the review.

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

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

New clause 1.3 inserted and previous clause 1.3 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

- 1.1** This award is the *Vehicle Repair, Services and Retail Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- ~~**1.3** A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.~~
- ~~**1.3** Schedule H—Definitions sets out definitions that apply in this award.~~

2. Definitions

In this award, unless the contrary intention appears:

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

adult roadhouse attendant means an employee of 20 years of age or over employed in a roadhouse, snack bar, kiosk or restaurant being part of or operated as an integral part of an establishment falling within the area of this award

agricultural vehicle salesperson means an employee employed in the sale of agricultural motor vehicles and self-propelled farming implements or units for which the agricultural motor vehicle or self-propelled farming implement provides the motive power

apprenticeship authority means a State or Territory training authority with the responsibility for the apprenticeship

automotive instrument mechanic means a tradesperson required to repair and service all makes and types of automotive instruments

automotive engine reconditioner means a tradesperson employed in a workshop principally concerned in the reconditioning of miscellaneous makes of used internal combustion engines where the engine and parts do not lose their identity and who, as part of their normal duties:

- is required to set up or set up and operate one or more of the following machines: crankshaft grinder, camshaft grinder, internal grinder, surface grinder, cylinder borer, line borer, con rod borer, honing machine, pin fitting machine, valve seat grinding and inserting machines, and including the machines enumerated in Machinist (metal)—1st class;

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- in the course of such work is responsible for determining sizes and tolerances of a precision nature in accordance with prepared technical data;
- uses in a tradesperson's capacity the same precision tools and measuring instruments as are used by engineering tradespersons; and
- possesses and uses the knowledge of automotive theory and practice obtained through satisfactorily completing an apprenticeship as an automotive engine reconditioner.

automotive parts interpreter—specialist means an adult employee who:

- has completed a formal course of technical school training in the automotive parts distribution industry;
- is regulated by an apprenticeship authority or apprenticeship board constituted under this award and who is required by their employer to perform the duties related to automotive parts sales and distribution;
- is required in the performance of such duties to have and utilise a detailed knowledge of the workings of a wide range of vehicles and uses such knowledge to interpret the proper application of all component parts as required;
- has had at least 7 years' experience in the automotive parts distribution industry and who is required by their employer to perform the duties related to automotive parts sales and distribution; and
- is required in the performance of such duties to have and utilise a detailed knowledge of the workings of a wide range of vehicles and uses such knowledge to interpret the proper application of all component parts as required

automotive parts salesperson (experienced) means an employee who has had ~~three~~ 3 or more years' adult experience in the automotive parts distribution industry and who is required by their employer to perform the duties related to automotive parts sales and distribution and who in the performance of such duties is required to utilise knowledge of the workings of vehicles and the component parts thereof

automotive serviceperson and/or checker means an employee, not being a tradesperson, engaged in checking and adjusting in the processes of pre-delivery or after-sales service in accordance with manufacturers' periodic service procedures, excluding any function requiring a tradesperson's skill and knowledge

bodymaker—1st class means a tradesperson engaged in the building, rebuilding, altering, without the aid of jigs, repairing or customising of passenger and/or commercial vehicle bodies, trailers and other vehicle bodies or chassis in wood/metal and other substitute material

bodymaker—2nd class means an employee engaged in the building of bodies constructed with the aid of jigs

brake mechanic means a tradesperson required to diagnose faults in, repair and install all types of brake systems of motor vehicles including cars, commercial vehicles and heavy equipment

brake service person means an employee (not being a tradesperson) who does not diagnose faults or road test vehicles but who is required to install and replace brake components under supervision and/or is engaged in the reconditioning of brake components other than the checking and assembly of hydraulic assemblies

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

detailer means an employee (not being a tradesperson) whose work includes that of a paintshop assistant and/or polisher and/or cutter using buff or wet and dry rubber and/or painter—brush and/or spray on mechanical and/or chassis components, in addition to the cleaning and polishing of new and/or used vehicles

dismantler means an employee engaged in the dismantling of engine assemblies including gear box, in the reconditioning of engines (other than aero engines) by specialised methods

driver handling money means an employee covered by clause 16.2 or 16.3 including a junior employee employed in either class of work and who collects and/or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out

driver tow truck means drivers of the following classes of vehicles, including:

- **class 1**—small conventional unit: a tow truck with a load capacity of not less than 1270 kilograms equipped with a crane with a safe working load of not less than 1020 kilograms;
- **class 2**—larger conventional unit: a tow truck with a load capacity of not less than 3040 kilograms equipped with a crane with a safe working load of not less than 2540 kilograms;
- **class 3**—light salvage unit: a tow truck with a load capacity of not less than 6130 kilograms and equipped with a crane having a safe working load of more than 5080 kilograms; or
- **class 4**—heavy salvage unit: a tow truck with gross train weight of 25 400 kilograms minimum, tandem drive, power operated crane with a safe working load of 50 580 kilograms minimum, power operated winch, power and vacuum brake take off

electrical fitter means a tradesperson fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances and who in the course of their work applies electrical knowledge

electrician—special class means an electrical tradesperson required to apply the additional knowledge as defined to that required of Electrical fitter and/or mechanic as defined in this award and who has been for a period of at least ~~six~~ 6 months mainly engaged in the manufacture and/or installation and/or maintenance of machines and/or equipment incorporating electronic equipment and will include any electrical tradespersons who by agreement with the employer is classified as Electrician—special class

(a) For the purpose of this definition **additional knowledge** means:

- (i) that acquired after ~~six~~ 6 months' experience; and
- (ii) that acquired in obtaining a fifth year trade certificate including the subject Industrial Electronics I from the Electrical Trades School of South Australia or its equivalent or the satisfactory completion of the first year of one of the following courses, including:
- Post-Trade Industrial Electronics Course of the New South Wales Department of Technical Education;
 - The Industrial Electronics Course as approved by the Education Department of Victoria;
 - CN311 Electrical Course "C" of the Department of Education, Queensland; and
 - The Industrial Electronics Course of the Technical Education Department of Tasmania; or
- (iii) sufficient knowledge of hydraulics and pneumatics to enable the tradesperson to fault find in the said machines and/or equipment.

electroplater—1st class means an employee who maintains the solutions used and is responsible for the electroplating of ware

electroplater—2nd class means an employee not responsible for the solutions used and mainly engaged on electroplating

electroplater—3rd class means an employee engaged on the barrel plating system

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

employee representative means an employee elected or appointed by the employees in a workplace, which will include an employee appointed as shop steward in the area or department in which the employee is employed, for the purpose of representing the employees in matters arising from the application of provisions in this award. In the case of a shop steward being appointed, the responsible officer of the union concerned will provide written notification to the employer. Upon such notification, the employee will be recognised as the accredited representative of the union to which they belong

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)

exhaust repairer means a person who repairs and/or replaces exhaust systems on motor vehicles, but does not include the repair, removal or replacement of any mechanical, electrical system or circuit or any electronic device associated with a motor vehicle, nor any component of the engine or any other skill which falls into a trade classification

garage attendant means an employee employed in a motor building or chassis assembling establishment engaged in the cleaning, dusting, washing or greasing of motor vehicles; and/or the servicing thereof with petrols, oils and water; and/or

attending to tyre changing, tyre inflations, and patching of tubes; and/or other like duties and/or the driving of such vehicles in and about the employer's premises in connection with any of the foregoing operations

machinist (metal)—1st class means a tradesperson partly or wholly engaged in setting up and operating the following machines: lathe; boring machine; milling machine; planning machine; shaping machine; slotting machine; precision grinding machine and a drilling machine where the operator uses the same precision tools as fitters or turners

machinist (metal)—2nd class means an employee not engaged as a tradesperson who is not required to work from drawings or prints or to do precision work, but who is engaged in operating or in setting up and operating all machines, other than a drilling machine, enumerated in the definition of Machinist (metal)—1st class

machinist (metal)—3rd class means an employee other than a process worker who operates any power driven machine for which a rate is not elsewhere prescribed in this award and without limiting the scope of the foregoing includes such an employee operating any of the following: nut; bolt; rivet or dog spike making machines; tapping machines; and drilling machines on work other than that specified in the definition of Machinist (metal)—1st class

motor mechanic/automotive technician means a tradesperson engaged in making or under jobbing conditions, repairing, altering or assembling (except in the production of new vehicles) or testing the mechanical and/or electrical parts of the engine and/or transmission, and/or fuel system, and/or induction systems, and/or exhaust system, and/or steering mechanism, and/or suspension system and/or braking system, of motor vehicles but does not include:

- (a) an employee engaged only in making minor adjustments; or
- (b) an employee engaged in the reconditioning of engines by specialised methods except so much of the work which calls for the application for general trade experience as a motor mechanic/automotive technician.

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 *Fair Work Act 2009* (Cth)

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

packer means an employee responsible for the selection of parts or accessories according to requisitions or for the packing and method of packing for dispatch

paint shop assistant means an employee generally assisting in paint shop work including stopping up, rubbing down, masking, cleaning up and/or applying other than finish coats

painter—tradesperson means a tradesperson required to mix, match and apply paint and apply general trade experience

panel beater means a tradesperson who repairs structural components, frames or panel work of motor vehicles constructed in whole or part from metal, metal alloys or substituted material and includes the formation of panels by hand/or process

plant mechanic means a tradesperson engaged in repairing and/or overhauling wheeled, track or tractor type mobile equipment associated with construction equipment, earthmoving equipment, prime movers, or agricultural and industrial mobile equipment such as petrol, LPG and/or diesel engines, transmissions, hydraulics, electrical systems and ancillary equipment

precision measurements means measurements of a finer accuracy than is possible with the naked eye from calliper, measuring scale or rule

process worker means an employee engaged:

- on repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jigs, gauges or other tools rendering operations mechanical (and in connection with which the employee is not responsible for the setting up of the machine nor for the dimensions of the products other than by checking with gauges which are unadjustable or, if adjustable, will not be set by the operator);
- in the assembling of parts or mechanical appliances or other articles so made in which no fitting or adjustment requiring skill is required; or
- in specialised processes not requiring use of hand tools except hammers, pliers, screwdrivers, spanners and files and such tools as are necessary for deburring or removing rags or edging

radiator repairer—1st class means a tradesperson working to prints or drawings or measurements applying general trade experience or knowledge to the repair or recore of radiators, heating or cooling equipment and the repair or fuel tanks and the custom building of special radiators and fuel tanks

spring service worker means an employee employed on the removal and/or replacement of springs, luggage carriers and/or bumper bars, and/or the dismantling and/or reassembling of finished parts of motor car and truck chassis

standard rate means the weekly or hourly rate for Level R6—Vehicle RS&R industry employee Level I

storeperson means an employee in a store who is responsible for checking inward goods against packing slips, sorting goods into bins, selecting goods for issue and the issuing of goods against requisitions and includes a tool storeman

tradesperson means an employee who, in the course of their employment, works from drawings or prints required to be scaled, and/or measured from drawings or prints, or makes precision measurements, or applies general trade experience and includes a locksmith and Machinist (Metal)—1st class

tradesperson's assistant means an employee directly assisting a tradesperson

trailerable boats means boats sold by a business primarily for recreational purposes, towed by a driver with an unendorsed licence using a registered trailer where the

towing vehicle is under the Gross Vehicle Mass prescribed in the Australian Design Rules.

trimmer sectional means an employee (other than a tradesperson trimmer) engaged on any trimming work for which a specific rate is not otherwise prescribed by the award

trimmer, tradesperson means a tradesperson required to perform developmental work and/or work on used vehicles and/or work on custom built units and/or each and every function or production trim operations as directed by the employer

tyre fitter means an employee fitting tyres and/or tubes to rims and/or wheels, including, without limiting the generality of the foregoing, wheel balancing and all operations associated with the removal and/or replacement of rims and/or wheels from or onto vehicles and/or wheeled equipment, including operations involving the use of the employee of compressing, mechanical and/or power operated apparatus

tyre repairing and retreading processes includes functions/operations of warming mill, extruder, detreading, buffing, gouging, pulling sleeves or patches, repairing, building up and/or retreading and/or recapping used tyres including aeroplane tyres, relugging earthmover, grader or tractor tyres by hand, moulding or curing of retreaded, rebuilt, recapped or relugged tyres in unit heater and autoclaves

vehicle industry RS&R employee means an employee classified appropriate to the employee's skills, the duties required by the employer to be performed and the skill level definitions detailed at ~~Schedule B—Summary of Hourly Rates of Pay~~ Schedule A—Vehicle Industry RS&R—Skill Level Definitions

Definition of **vehicle, repair, services and retail industry** inserted in definitions clause in accordance with [\[2017\] FWCFB 3433](#) at [339].

~~**vehicle repair, services and retail industry** has the meaning given in clause 4.2~~

vehicle salesperson means an employee employed in the sale of road and industrial vehicles, motorcycles, caravans, trailers and/or boats

welder—tradesperson means a tradesperson using electric arc, acetylene blowpipe or coal gas cutting plant on work other than filling castings, cutting scrap metal or using jigs and includes re-welding by hand processes

wheel builder and/or repairer means a tradesperson required to build and/or repair motor vehicle wheels including cutting out and replacing wheel centres, marking out and drilling, machining, welding and truing

wrecker automotive means an employee not being a tradesperson who is required to recognise and identify parts and components and/or to assess their condition and marketability and who would as required oxy-cut panels and other components in addition to dismantling vehicles and components

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

Clause 4.2 inserted in accordance with [\[2017\] FWCFCB 3433](#) at [339].

Clauses 4.5 and 4.6 amended in accordance with [\[2019\] FWCFCB 5409](#) at [118].

4.1 This award covers employers throughout Australia of employees engaged in [the vehicle repair, services and retail industry](#), ~~as defined in this clause~~ to the exclusion of any other modern award and where the employer's establishment, plant or undertaking is principally connected or concerned with [the vehicle repair, services and retail industry](#).

4.2 In this award the [vehicle repair, services and retail industry](#) means an establishment, plant or undertaking principally connected or concerned with:

- (a) the selling, distributing, dismantling/wrecking/restoring, recycling, preparing for sale including by assembling, storage, repairing, maintaining, towing, servicing, customisation, modifying and/or parking of motor vehicles of all kinds, including motor cars, trucks, caravans, motorcycles, trailerable boats, agricultural machinery, trailers, or the like and equipment or parts or components or accessories thereof including the establishments concerned for such vehicles and the like;
- (b) operations or allied businesses concerned with selling, distributing or supplying running requirements for vehicles (including motor fuels, gas and oils);
- (c) the selling and/or handling and/or retreading and/or storing/distribution and/or fitting and/or repairing of tyres or the like made of any material;
- (d) the repair and servicing of motor vehicles in the establishment of an employer not falling within clauses 4.2(a), ~~(b)~~4.2(b) and ~~(c)~~4.2(c) but who is engaged in the motor vehicle rental business;
- (e) the repairing of carriages, carts, wagons, bodies, railway cars, tram cars, side-cars or other vehicles or parts or components or accessories in wood, metal and/or other materials;
- (f) installing, servicing, maintaining, reconditioning or repairing of engines or vehicle servicing equipment and agricultural machinery or implements or the like;
- (g) any operation concerned with roadside/mobile service; or
- (h) driving school instruction.

4.24.3 For the purposes of coverage of this award employees engaged in vehicle repair, services and retail industry means employees covered by the classifications in Schedule A—Vehicle Industry RS&R—Skill Level Definitions.

4.34.4 Exclusions

This award does not cover:

- (a) an employee in a car park where the ~~employee's~~employer's undertaking does not provide repairs and service and/or servicing facilities of motor vehicles other than supplying petrol and oil;
- (b) employees excluded from award coverage by the [Act](#);
- (c) 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
- (d) 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.

4.44.5 Subject to the exclusions in clause 4.4, this award covers any employer which supplies labour on an on-hire basis in the vehicle repair, services and retail industry ~~set out in clause 4.14.2~~ 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.

4.54.6 Subject to the exclusions in clause 4.4, this award covers employers which provide group training services for apprentices and/or trainees engaged in the vehicle repair, services and retail industry and/or parts of that industry ~~set out at clause 4.14.2~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed.

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

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

5. Individual flexibility arrangements

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

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

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

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

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

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

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

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

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 37—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712283](#)

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

7.2 The following facilitative provisions can be utilised by agreement between an employer and an individual employee:

Clause	Provision
5	Individual flexibility arrangements
11.6	Full-time or part-time conversion
11.6(j)	Variation of casual conversion six-month eligibility period.
17.6(a)	Make-up time after stand-down

Clause	Provision
22.2(e)	Ordinary hours of work and rostering
24.6(b)	Time off instead of overtime payment
24.9(c)	Call-back (breakdowns etc.)
26.3(d)	Overtime crib breaks
28.1(a)	Special provisions—persons employed principally to sell vehicles— <u>Ordinary hours of work and rostering—(full-time employees)</u>
29.7	<u>Annual leave in advance</u>
29.12(c)	Cashing out of annual leave
34.2	<u>Substitution of public holidays</u>

7.3 The following facilitative provisions can be utilised by agreement between an employer and a majority of employees:

Clause	Provision
17.1	Payment of wages—frequency
22.5(a)	Shifts in excess of 10 hours
26.1(d)	Meal and rest breaks
29.6	<u>Annual close down</u>

7.4 The following facilitative provisions can be utilised by agreement between an employer and an individual employee or a majority of employees:

Clause	Provision
11.6(e)(i) 11.6(j)	Variation of casual conversion 6-month eligibility period
17.2	Payment of wages – other than cash
34.2	<u>Substitution of public holidays by agreement</u>

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

8.2 The employer shall specify whether an employee is engaged on a full-time, part-time or casual basis at the commencement of employment.

- 8.3 An employee who does not attend for duty will not be paid for the non-attendance, except as provided for elsewhere in this award.

9. Full-time employees

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

10. Part-time employees

- 10.1 A part-time employee may be employed in any classification in this award. ~~This~~ ~~clause~~ 10 does not apply to a person principally employed as a vehicle salesperson.
- 10.2 A part-time employee:
- (a) is engaged to work less than 38 ordinary hours per week;
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 10.3 At the time of engagement, the employer and the part-time employee will agree in writing on the following:
- (a) the hours worked each day;
 - (b) which days of the week the employee will work;
 - (c) the actual starting and finishing times each day;
 - (d) that any variation must be in writing;
 - (e) all time worked in excess of agreed hours is paid at overtime rates; and
 - (f) the times of taking and the duration of meal breaks.
- 10.4 Any agreed variation to the hours of work will be recorded in writing.
- 10.5 All time worked in excess of the hours agreed under clause 10.3 or varied under clause 10.4 will be paid as overtime.
- 10.6 For each ordinary hour worked, a part-time employee must be paid the minimum hourly rate for the class of work performed and is entitled, on a pro-rata basis, to shift premiums where applicable.
- 10.7 Award provisions applicable to full time employees also apply to part-time employees except that a part-time employee is entitled to payment in respect of annual leave, public holidays, personal/carer's leave and jury service, arising from this award on a proportionate basis calculated on the normal, ordinary hours the employee would have worked.
- 10.8 No part-time employee may be employed on more than ~~five~~5 days per week other than at the request in writing of the employee concerned.

11. Casual employees

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

11.2 At the time of engagement, an employer will inform the employee that they are employed as a casual, stating the identity of the employer, the employee’s classification level and rate of pay and the likely number of hours required to be worked.

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

11.4 Casual loading

NOTE: The loadings for overtime in clause 11.4(a) apply for any hours worked in excess of 10 hours on any day or an average of 38 hours per week.

(a) Casual employees, except for casual employees referred to in clause 11.5 will be paid at the appropriate minimum hourly rate prescribed by this award for the work they perform plus a loading as set out in the following table:

Day or time worked	% loading
Monday to Friday between 6.00 am and 6.00 pm	25%
Monday to Friday between 6.00 pm and 6.00 am	50%
Saturdays at any time	75%
Sundays at any time	125%
Public holidays at any time	175%
First 3 hours	75%
After 3 hours	125%

(b) The loadings prescribed above in clause 11.4(a) will not be cumulative and will operate to the exclusion of any other loading in respect of hours of work within this award. Where more than one loading is as prescribed above applies, the employee will be entitled to the highest applicable rates.

(c) For the purpose of clause 11.4, the relevant minimum hourly rates are set out in clauses 16.2, 16.3, 16.6(a) and ~~19.6(b)~~16.6(b) (unapprenticed junior rates) and 16.7.

(d) Minimum hourly rates are set out in this award at clause 16.2.

11.5 Clause 11.4 does not apply to casual employees employed as follows:

(a) driveway attendant, console operator, roadhouse attendant (for casuals doing this type of work see clause 27.3); or

(b) those principally employed to perform vehicle sales related duties (for casuals doing this type of work see clause 28.2).

11.6 Casual conversion to full-time or part-time employment

Casual conversion clause referred to Plain Language Full Bench, see [\[2018\] FWCFB 5602](#) at [20].

The Full Bench in [AM2019/17](#) has expressed the *provisional* view that the current casual conversion clause be inserted pending the resolution of issues associated with the drafting of the term – see [\[2019\] FWCFB 6894](#) at [81].

~~(a) Eligible casual employee~~

~~An eligible casual employee is a casual employee:~~

- ~~(i) who works on a regular and systematic basis;~~
- ~~(ii) who is employed for a sequence of periods of six 6 months; and~~
- ~~(iii) whose employment is to continue beyond the period of six 6 months.~~

~~An eligible casual employee has the right, after six 6 months, to elect to have their contract of employment converted to full-time or part-time employment.~~

~~(b) Notice and election of casual conversion~~

- ~~(i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 11.6 within four 4 weeks of the employee having reached the six 6 month period.~~
- ~~(ii) The eligible casual employee retains their right of election under clause 11.6 if the employer fails to comply with clause 11.6(b)(i).~~
- ~~(iii) An eligible casual employee may give four 4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment either:
 - upon receiving notice under clause 11.6(b)(i); or
 - after the expiry of the time for giving notice.~~
- ~~(iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment within four 4 weeks of receiving written notice is deemed to have elected against any conversion.~~

~~(c) Full-time or part-time conversion~~

- ~~(i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment.~~
- ~~(ii) An eligible casual employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked.~~
- ~~(iii) However, the employer and the employee may agree on an alternative arrangement.~~

~~(iv) If an eligible casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 11.6(b)(iii), the employer and employee must, subject to clause 11.6(d), discuss and agree on:~~

- ~~• which form of employment the employee will convert to, being full-time or part-time; and~~
- ~~• if the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10.3.~~

~~(v) Following agreement being reached, the employee converts to full-time or part-time employment.~~

~~**(d) Employer consent or refusal to casual conversion**~~

~~(i) The employer must consent or refuse the election within four 4 weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.~~

~~(ii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.~~

~~(iii) After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.~~

~~**(e) Variation of the casual conversion six-month eligibility period**~~

~~(i) Clause 11.6(a) may be varied as if the reference to six 6 months is a reference to 12 months by agreement between the employer and:~~

- ~~• the majority of the employees in the workplace;~~
- ~~• the majority of the employees in a section or sections of the workplace;~~
- ~~or~~
- ~~• the casual employee concerned.~~

~~(ii) An agreement to vary the six 6 month period with an individual employee must be reached within the two 2 months before the period of six 6 months referred to in clause 11.6(a).~~

~~(iii) The employer may only make an agreement with an individual employee or group of employees who are currently engaged.~~

~~(iv) Any agreement reached must be kept by the employer as a time and wages record.~~

~~(f) An employee must not be dismissed or ceased to be engaged and re-engaged to avoid any obligation under this award.~~

~~**(a) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment**~~

under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

- (b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 11.6 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 11.6(a) if the employer fails to comply with clause 11.6(b).
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 11.6(a), on receiving notice under clause 11.6(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 11.6(d), the employer and employee must, subject to clause 11.6(d), discuss and agree on:

 - (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10—Part-time employees.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 11.6(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) Subject to agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 11.6(a) as if the reference

to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 11.6(a).

(k) For the purposes of clause 11.6, an **irregular casual employee** is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.

11.7 An employee must not be engaged and re-engaged to avoid any obligation under this award.

12. Juniors employees

12.1 Except as provided for in clause 12.2, unapprenticed juniors may be employed in any occupation covered by this award.

12.2 Prohibited work

- (a) An unapprenticed junior employee (other than a probationer for apprenticeship) will not be employed in any apprenticeship trade listed in Federal, State or Territory training legislation.
- (b) However minors other than apprentices or probationers for apprenticeship may be employed in all aspects of the work described in the definition of automotive parts interpreter in this award.
- (c) A junior employee under the age of 16 years will not be employed on oil or gas burners or fires used for heating of small articles, or using electric arc or oxy acetylene blow pipe.
- (d) A junior employee under the age of 18 years will not work unsupervised between the hours of 7.00 pm and 9.00 pm and must not be employed between the hours of 9.00 pm and 6.30 am.
- (e) No employee under the age of 16 years will be required or permitted to work on afternoon or night shift.

12.3 Proof of age

If an employer has reasonable grounds for suspecting that an employee is under the age of 21 years, the employee will, if required, provide evidence of the employee's age by means of a birth certificate, other proof satisfactory to the employer or a statutory declaration by the employee's parent or guardian. The employer will be entitled to rely on such proof.

13. Apprentices (including adult and school-based apprentices) and trainees

13.1 The terms of this award will apply to apprentices whether full-time or part-time, including adult apprentices, school-based apprentices and trainees, subject to the

provisions of the applicable contract of apprenticeship or training contract operating under Federal, State or Territory apprenticeship or training legislation.

13.2 The following will be the apprenticeship trades for the purposes of this award:

- (a) Automotive electrician
- (b) Automotive engine reconditioner
- (c) Automotive parts interpreter (specialist)
- (d) Bodymaker—1st class and/or wheelmaker and wheel-right in wood and/or metal and/or substitutes
- (e) Brake mechanic
- (f) Electrical fitter and/or armature winder (auto)
- (g) Electroplater—1st class
- (h) Electrical mechanic
- (i) Fitter and/or turner
- (j) Machinist (metal)—1st class
- (k) Motorcycle or motor scooter mechanic
- (l) Motor mechanic/automotive technician
- (m) Painter—tradesperson
- (n) Panel beater
- (o) Plant mechanic
- (p) Signwriter
- (q) Smith, including coachsmith, springmaker and spring fitter, wheelwright smith and general smith
- (r) Trimmer—tradesperson
- (s) Welder—tradesperson
- (t) Wheel aligner-
- (u) Wood machinist—1st class.

13.3 Training fees—apprentices and trainees

- (a) Any costs associated with all fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the apprentice

commencing training with the registered training organisation (RTO), whichever is the later, unless there is unsatisfactory progress;

- (b) Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 13.3(a) above.

13.4 Travel costs—apprentices and trainees

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs in attending such training. Provided that ~~this~~ clause 13.4 will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (b) For the purposes of ~~this~~ clause 13.4, excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- (c) Excess travel costs payable under ~~this~~ clause 13.4 may be offset by any amount the apprentice is eligible to receive for travel costs under a Government apprentice assistance scheme. Provided that an offset only applies where the employer has confirmed in writing to the apprentice their eligibility to claim the assistance under a specified scheme/s within one month before the apprentice attends the block release training.

13.5 Minimum wages

The minimum wages applying to junior and adult apprentices are dealt with in clauses 16.9 and 16.10 of ~~the~~ this Award.

13.6 No payment by results

An apprentice will not work under any system of payment by results. This does not preclude an apprentice receiving an above award bonus payment.

13.7 Overtime and shiftwork

No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training contract.

13.8 Recognition of training and conditions of employment

- (a) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (b) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for

the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. ~~This clause~~ 13.8 operates subject to the provisions of Schedule D—School-based Apprentices.

- (c) The notice of termination provisions of the [NES](#) apply to apprentices. The redundancy provisions of the [NES](#) do not apply to apprentices.

14. School-based apprentices

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

15. Classifications

- 15.1 All adult employees (other than adult apprentices) covered by this award must be classified according to the structure set out in clause 16.2 or 16.3, as applicable, to carry out the principal employment function as determined by the employer.
- 15.2 Employers must advise each employee in writing of their classification and of any subsequent changes in their classification.
- 15.3 Employees must perform all work within their skill and competence consistent with the relevant Skill Level Definitions in Schedule A—Vehicle Industry RS&R—Skill Level Definitions and the Driver classifications in clause 16.3, including work which is incidental or peripheral to their main tasks or functions, provided that such duties are not designed to promote de-skilling.

Part 3—Wages and Allowances

16. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
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Minimum rates table amended in accordance with [2019] FWCFB 5409 at [114].
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- 16.1 Minimum ~~rates wages~~ for employees covered by this award are set out in ~~this~~ clause 16, except that:
 - (a) the minimum hourly rates for casual driveway attendants, console operators and roadhouse attendants are set out in clause 27.3;
 - (b) additional provisions concerning minimum ~~rates wages~~ for persons employed principally to sell vehicles are set out in clauses 28.4 and 28.5.
- 16.2 An adult employee in the classification (wage group level) specified in the table below will be paid the following rates for ordinary hours worked by the employee:

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Employee classification	Wage group level	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
		\$	\$
Vehicle RS&R industry employee—Level 1	R1	740.80	19.49
Vehicle RS&R industry employee—Level 2	R2	762.10	20.06
Vehicle RS&R industry employee—Level 3	R3	791.30	20.82
Vehicle RS&R industry employee—Level 4	R4	818.50	21.54
Vehicle RS&R industry employee—Level 5	R5	838.70	22.07
Vehicle RS&R industry employee—tradesperson or equivalent Level I	R6	862.50	22.70
Vehicle RS&R industry employee—tradesperson or equivalent Level II	R7	943.60	24.83

16.3 Driver classifications—minimum wages

	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Driver—forklift:		
Lifting capacity up to 4500 kg	818.40	21.54
Lifting capacity in excess of 4500kg	818.40	21.54
Driver—mobile crane:		
Lifting capacity up to 10 tonnes	818.40	21.54
Lifting capacity in excess of 10 tonnes	818.40	21.54
Driver—commercial vehicle used in the course of the employer’s business:		
Makers capacity of 3 tonnes or less	818.40	21.54
Makers capacity of over 3 tonnes but under 8 tonnes	818.40	21.54
Driver—articulated vehicle		

	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Makers capacity up to and including 10 tonnes	849.80	22.36
Driver—tow truck		
Class 1	818.40	21.54
Class 2 and 3	818.40	21.54
Class 4	862.50	22.70

NOTE: Class definitions for tow-truck drivers are set out in Clause 2—Definitions.

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including casual loadings.

16.4 Driver Classifications—Wage-related allowances

(a) Driver—commercial vehicle used in the course of the employer’s business

The following allowances are payable to a driver of a commercial vehicle used in the course of the employer’s business:

- (i) for each additional complete tonne over 8 tonnes an allowance of **\$1.64** per week;
- (ii) employees engaged in driving a motor vehicle drawing an empty trailer will be paid an additional **\$2.12** per day;
- (iii) employees engaged in driving a motor vehicle drawing a loaded trailer will be paid an additional **\$3.84** per day.

(b) Driver—articulated vehicle

An allowance of **\$1.55** per week is payable for each additional complete tonne over 10 tonnes to a driver who is required to drive an articulated vehicle in the course of the employer’s business.

(c) Driver—tow truck

An allowance of **\$21.74** per week is payable to a driver who is required to drive a tow truck. This allowance will stand alone and is not subject to penalty additions.

16.5 Higher duties

- (a) An employee required by the employer to perform duties carrying a higher rate than the employee’s ordinary classification for more than ~~two~~2 hours on one day or shift, will be paid the higher rate for such day or shift.

- (b) If the work at the higher rate is for ~~two~~2 hours or less on one day or shift, the employee will be paid the higher rate for the actual time worked at the higher level.

16.6 Vehicle industry RS&R—unapprenticed juniors

- (a) The minimum weekly rate for a junior employed in the classifications as set out in clause 16.6(b), will be the following:

Age	% of Level 1 rate	\$ per week <u>(full-time employee)</u>	\$ per hour
16 years and under	47.5	351.88	9.26
17 years	50.0	370.40	9.75
18 years	62.5	463.00	12.18
19 years	75.0	555.60	14.62
20 years	87.5	648.20	17.06

- (b) For the purpose of 11.6(a), the following classifications apply:
- Battery repairer
 - Car cleaner and/or washer
 - Car polisher—by hand
 - Detailer
 - Driver—courtesy vehicle in relation to sales or sales promotion or in the course of registration or collection from or delivery to customer
 - Driveway attendant
 - Electroplater—2nd class
 - Grinder and/or buffer metal using portable machine
 - Lubritorium attendant
 - Machinist (metal)—2nd class
 - Office cleaner
 - Painter—brush and/or spray on mechanical and/or chassis components
 - Painter’s wet rubber
 - Parking attendant
 - Process worker
 - Roadhouse attendant, required to cook takeaway foods
 - Salesperson, first ~~six~~6 months’ experience

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- Service receptionist (not being a tradesperson)
- Sewing machinist
- Spring service worker, spring coiling machinist and spring maker
- Steam cleaner and/or proof coater
- Store person – first 12 months’ experience
- Tradesperson’s assistant
- Tyre fitter
- Vehicle salesperson and/or agricultural vehicle salesperson—up to ~~six~~6 months’ experience
- Welder—electric spot and buff

(c) The minimum weekly rate for a junior employed in the classifications set out in clause 16.6(d), will be the following:

Age	% of Level 4 rate	\$ per week <u>(full-time employee)</u>	\$ per hour
16 years and under	47.5	388.79	10.23
17 years	50.0	409.25	10.77
18 years	62.5	511.56	13.46
19 years	75.0	613.88	16.15
20 years	87.5	716.19	18.85

(d) For the purposes of clause 16.6(c), the following classifications apply:

The inclusion of ‘driver of commercial vehicle under 8 tonnes’ below conflicts with tables at clauses B.1.6 and B.2.4, which calculate the rates for junior drivers of commercial vehicles under 8 tonnes in accordance with clause 16.7. Parties are asked to make submissions on the accuracy of including this classification of drivers in clause 16.6(d) in accordance with the timetable issued in [\[2019\] FWCFB 6077](#) at [36].

- Air hammer operator
- Assembler—accessories
- Assembler—body shop
- Assembler and/or wirer
- Automotive serviceperson and/or checker
- Bodymaker—2nd class
- Brake serviceperson
- Console operator

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- Dent knocker
- Driver of commercial vehicle under 8 tonnes
- Driver of courtesy car or vehicle in relation to sales or sales in the course of registration, collection from or delivery to customer—vehicle with maker’s capacity over ~~three~~ 3 tonnes
- Exhaust repairer
- Fork-lift driver and mobile crane driver
- Motorcycle assembler
- Radiator repairer, as defined
- Roadhouse attendant, if engaged primarily to cook other than takeaway foods
- Salesperson, other
- Spotter and/or toucher up
- Storeperson—more than 12 months’ experience
- Storeperson and packer
- Trimmer sectional
- Vehicle salesperson and/or agricultural vehicle salesperson, after ~~six~~ 6 months experience
- Welder other than trade using oxy, etc.
- Wheel aligner, other than a tradesperson
- Wheel builder and/or repairer
- Windscreen fitter and/or repairer
- Wrecker—automotive

16.7 Junior drivers

For drivers not covered by clause 16.6, the minimum weekly rate to be paid to junior drivers of commercial vehicles and/or tow trucks of this award is as follows:

Age	% of relevant adult driver rate
Under 19 years	70%
19 years	80%
20 years and over	100%

16.8 Apprentice wage rates and progression

A junior or adult apprentice undertaking a full-time or part-time course can advance through an apprenticeship either by completing each stage of the required competencies in accordance with an agreed training plan entered into by an

employer, an employee and the required training provider and consistent with the regulations of the relevant State or Territory Apprenticeship training Authority, or by completing each year of service of an apprenticeship.

16.9 Junior apprentices

- (a) A junior apprentice is an apprentice who is under 21 years of age.
- (b) ~~Minimum wage rates~~ The minimum wages for junior apprentices are as follows:

Year of apprenticeship	Has not completed year 12 (% of Level R6 rate)	Has completed year 12 (% of Level R6 rate)
Stage 1 or 1st year	50%	55%
Stage 2 or 2nd year	60%	65%
Stage 3 or 3rd year	75%	75%
Stage 4 or 4th year	88%	88%

16.10 Adult apprentices

- (a) An adult apprentice is an apprentice who is over 21 years of age when commencing an apprenticeship.
- (b) ~~Minimum wage rates~~ The minimum wages for adult apprentices are as follows:

Year of apprenticeship	Award reference	Weekly wage \$
Stage 1 or 1st year	80% of Vehicle industry RS&R employee—tradesperson or equivalent—Level R6	690.00
Stage 2 or 2nd year	Vehicle industry RS&R employee—Level 1	740.80
Stage 3 or 3rd year	Vehicle industry RS&R employee—Level 2	762.10
Stage 4 or 4th year	Vehicle industry RS&R employee—Level 3	791.30
Thereafter	Vehicle industry RS&R employee—tradesperson or equivalent—Level R6	862.50

- (c) Where a person was employed by an employer in the vehicle industry immediately prior to becoming an adult apprentice with that employer such person will not suffer a reduction in their rate of pay by virtue of becoming indentured.

16.11 School-based apprentices

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

16.12 Supported wage system

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

16.13 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX+0* 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+0* as at 1 July ~~2019~~2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX+0* is to be read as referring to the *Vehicle Repair Services and Retail Award 20XX+0* and not the *Miscellaneous Award 20XX+0*.

17. Payment of wages

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

- 17.1** Wages will be paid weekly, or with the agreement of the majority of employees in a workplace working under the terms of this award, fortnightly or monthly.
- 17.2** Wages will be paid in cash, or with the agreement of the majority of employees or an individual employee working under the terms of this award, by cheque or direct bank transfer into an account at a bank or financial institution nominated by the employee. Where wages are paid by direct transfer, the employer will pay any bank or other charges associated with that method of payment.
- 17.3** Wages will be paid as follows:
 - (a) In the case of an employee whose ordinary hours of work are arranged so that the employee works up to 38 ordinary hours per week, wages will be paid weekly, fortnightly or monthly according to the actual ordinary hours worked each week.
 - (b) In the case of an employee whose ordinary hours of work are so that the employee works up to an average of 38 ordinary hours each week during a work cycle, wages will be paid weekly, fortnightly or monthly according to a weekly average of ordinary hours worked even though more or less than 38 may be worked in a work cycle.
 - (c) An established pay day and/or pay period will not be changed except by no less than ~~four~~4 weeks’ notice by the employer to their employees.
 - (d) Wages will be paid in the employer’s time not later than Thursday in any pay cycle. However in a week in which a public holiday falls on the established pay day, wages will be paid if possible on the day prior to the public holiday.
 - (e) On or prior to pay day an employer will state to each employee in writing the total amount of wages to which the employee is entitled, the amount of

overtime included, details of any deductions made and the net amount being paid.

Payment of wages on termination is being considered in matter [AM2016/8](#).

17.4 Payment of wages on termination of employment

- (a) Upon termination of employment, the employer will pay wages due to an employee:
 - (i) on the day of termination;
 - (ii) by forwarding such wages to the employee on the next working day; or
 - (iii) at the employer's place of business on a stated day not later than ~~seven~~7 days after such termination. If the employer requires the employee to visit such place of business to collect wages then, in addition to the amount of moneys due, the employer will pay the employee an additional ~~four~~4 hours' ordinary pay.
- (b) Except that where an employee abandons his or her employment or the employee's employment is terminated without notice for serious and wilful misconduct the employer will pay the wages due to the employee within ~~two~~2 business days (not including a Saturday, Sunday or public holiday) of the termination.
- (c) An employer may deduct from monies due to an employee such amount as is authorised in writing by the employee for a lawful purpose specified in the authority.
- (d) Clause 28.4 deals with additional requirements for Vehicle Salespersons.

17.5 Make-up time

An employee on day work or shiftwork may elect, with the consent of their employer, to work make-up time, where the employee takes time off during ordinary hours and works those at a later time, at the rate which would have been applicable to the hours taken off.

17.6 Make-up time after stand-down

- (a) In the event of a stand-down situation arising, an employer and employee(s) may agree that each employee may work make-up time, up to the number of hours of work lost as a result of the stand-down, at the rate which would have been applicable to the hours lost. Such make-up time must be worked within ~~seven~~7 days of the end of the stand-down period or during the stand-down period if such hours are worked by agreement outside normal hours of work.
- (b) For the purpose of this provision the hours of work may be worked at such time as is agreed despite any other provisions of this award.
- (c) No employee may be required by an employer to agree to work such make-up time and, in the absence of an agreement by an employee to do so the usual overtime and penalty rates applicable under this award will apply to work required to be performed by such employees.

- (d) Provided that an employee who is required to attend for work on any day but for whom, for the reason abovementioned, no work is provided will be entitled to ~~two~~2 hours' pay. Provided further that where an employee commences work, the employee will be entitled to be provided with ~~four~~4 hours' employment or be entitled to be paid as for ~~four~~4 hours' work.

18. Wage-related allowances

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

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

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

18.1 Allowances and special rates

- (a) Employers must pay to an employee the allowances and special rates the employee is entitled to under ~~this~~ clause 18. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.
- (b) The allowances and special rates prescribed by ~~this~~ clause 18 will be paid irrespective of the times at which the work is performed and will not be subject to any premium or penalty additions.

18.2 Leading hand's allowance

In addition to the rates prescribed elsewhere, a leading hand's allowance will be paid to leading hands as follows:

In charge of	\$ per week
Not less than 3 and not more than 10 employees	37.43
More than 10 and not more than 20 employees	56.41
More than 20 employees	71.67

18.3 First aid allowance

A first aid allowance of **\$17.25** per week is payable to an employee holding first aid qualifications and appointed by the employer to perform first aid duty.

18.4 Driver handling money allowance

- (a) **Driver handling money** means an employee covered by clause 16.2 or clause 16.3 including a junior employee employed in either class of work and who collects and/or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out.
- (b) The following amounts are payable to a driver handling money:

Amount handled	\$ per week
Up to \$20	1.75

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Amount handled	\$ per week
Over \$20 but not exceeding \$200	3.19
Over \$200 but not exceeding \$600	6.05
Over \$600 but not exceeding \$1000	7.67
Over \$1000	10.85

18.5 Confined spaces

- (a) A confined space allowance of **\$0.84** per hour is payable to an employee working a confined space, i.e. a compartment, space or place, the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation.
- (b) Clause 18.5 applies to work on the inside of tanks or tanker type vehicles such as those used in carrying petrol, milk, flour, cement and the like, but will not apply to other work on vehicles.

18.6 Dirty work

- (a) A dirty work allowance of **\$0.65** per hour is payable to an employee doing work which a foreperson and the employee agree is of an unusually dirty or offensive nature.
- (b) A minimum payment of **\$2.54** per day or shift applies to dirty work, provided that this amount will not be paid in respect of a specific job when other higher special rates are payable for that job on the same day or shift, and those higher rates exceed **\$2.54** on the particular day or shift.
- (c) Where there is a disagreement between the foreperson and the employee, the employee or a shop steward on the employee's behalf is entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer (if there is one), or otherwise by the employer or executive officer responsible for management or superintendence of the plant concerned. A decision will be made within 48 hours of the decision being requested (unless that time expires on a non-working day, in which case it will be given during the next working day), or the allowance will be paid.
- (d) Where a union alleges that an employer or the employer's representative is unreasonable or capricious in relation to such a claim, it can refer the question via the steps within the dispute resolution procedure at clause 37—Dispute resolution.

18.7 Hot places

- (a) An employee working for more than one hour in the shade will be paid as follows:
 - (i) an allowance of **\$0.65** per hour in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius; or
 - (ii) an allowance of **\$0.84** per hour in places where the temperature exceeds 54 degrees Celsius.

- (b) Where work continues for more than ~~two~~2 hours in temperatures exceeding 54 degrees Celsius, an employee will also be entitled to a paid 20 minute rest break after every ~~two~~2 hours' work.
- (c) The temperature will be decided by the foreperson after consultation with the employee who claims the allowance.

18.8 Wet places

- (a) A wet places allowance of **\$0.58** per hour is payable to an employee who is required to work in any place where the employee's boots or clothing become saturated, whether by water, oil or otherwise, for the part of the day or shift when required to work in wet clothing or boots.
- (b) The wet places allowance is not payable to an employee supplied with protective clothing in accordance with clauses 19.7(f) and 19.13.

18.9 Glass or slag wool

An allowance of **\$0.84** per hour is payable to an employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise.

18.10 Handling garbage

An allowance **\$0.65** per hour is payable to an employee employed as a driver or driver's assistant on a vehicle handling garbage.

18.11 Livestock transport

An allowance of **\$0.65** per hour is payable to an employee working on the underside or the body of the stock compartment of a vehicle which has been regularly used in the carriage of livestock and which has not been cleaned down immediately before service.

18.12 Slicking with carbon black and hand spraying tyres

An allowance of **\$0.97** per day is payable to an employee principally employed to fit tyres (as defined in [clause 2](#)—Definitions), and/or employed in tyre repairing and retreading processes as defined who is:

- (a) engaged in slicking and carbon black based slick or hand spraying motor and/or motorcycle tyres or earthmover tyres or tractor tyres or truck tyres; or
- (b) actually working on acid vats in reclaiming.

18.13 Large tyre fitting—offsite

An allowance of **\$0.96** per day is payable to an employee required to fit earthmover, grader, truck or tractor tyres away from the employer's place of business.

18.14 Fork-lifts or cranes

An allowance of **\$2.50** per day is payable to the drivers of a fork-lift or crane, where ~~two~~2 or more fork-lifts or cranes are involved in any one lift.

18.15 Combined disabilities

Where ~~two~~ 2 or more disabilities for which special rates prescribed in ~~this~~ clause 18 occur at the same time such rates will accumulate except as to combinations of dirty work, handling garbage and livestock transport in which case the highest rate will be payable.

18.16 Tyre fitting or tyre repairing and retreading—Thursday and Friday work

A weekly employee, principally employed to fit tyres as defined, and or employed in tyre repairing and retreading process as defined in tyre retailing establishments working ordinary hours between the hours of 8.00 pm and 9.30 pm on a Thursday and/or Friday will receive an additional amount per hour calculated at one quarter of the minimum hourly rate based on the minimum weekly rate.

19. Expense-related allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
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Note inserted in accordance with [2015] FWCFB 4658 at [57].

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

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

19.2 Meal allowance

This sub-clause 19.2 does not apply to a person principally employed to perform vehicle sales related duties.

- (a) A meal allowance of **\$14.34** per meal is payable to an employee who is required to work overtime for more than one and a half hours and was not notified of the requirement to work overtime on the previous day or earlier.
- (b) The meal allowance is not payable if the employer supplies the employee with a meal, or if the employee lives in the same locality as the workplace and can reasonably return home for meals.
- (c) Unless an employer advises an employee on the previous day or earlier that the amount of overtime will include more than one meal, the employer will provide a second meal and/or subsequent meal or pay a meal allowance to the employee for the second and/or subsequent meal.
- (d) If an employee has been notified that they will be working overtime and has provided a meal or meals but is not required to work overtime or is required to work less overtime than the amount advised, the employee will still be paid the meal allowance.

- (e) Clause 19.2 will not apply to an employee working overtime on a Sunday or a public holiday, unless the employee is rostered to work any of their ordinary hours on that day.

19.3 Travelling time

- (a) This sub-clause does not apply to a person principally employed to perform vehicle sales related duties.
- (b) Where an employee is required on any day to perform ordinary work away from a location where the employee normally works, the employee will:
 - (i) if required to work normal working hours be paid at the minimum hourly rate for extra time spent when travelling, except on Saturdays, Sundays and public holidays which will be paid at **150%** of the minimum hourly rate;
 - (ii) if travelling in the employer's business time, do so without loss of wages;
 - (iii) if using their own means of transport with the approval of the employer for travelling to or from outside jobs or venues, be paid the amount of excess fares which the employee would have incurred using public transport unless there has been an arrangement with the employer for a regular allowance; and
 - (iv) if required by an employer to use their own vehicle on the employer's business, be paid an allowance of **\$0.78** per kilometre travelled.
- (c) The maximum travelling time to be paid will be 12 hours out of any period of 24 hours, or when a sleeping berth is provided by the employer for all night travel, ~~eight~~ **8** hours out of every 24 hours.

19.4 Transfer of employment

An employee, other than a person principally employed to perform vehicles sales related duties, who is:

- (a) engaged in one locality to work in another; or
- (b) sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,

will be paid for time spent travelling between such localities and expenses for a period not exceeding ~~three~~ **3** months, provided that the payment of expenses will cease after the employee has taken up permanent residence or found alternative accommodation at the new location.

19.5 Accommodation and meals

- (a) Where an employee, other than a person principally employed to perform vehicles sales related duties, is required to travel in circumstances requiring the employee to stay away from home overnight the employee, except to the extent that arrangements may be made for expenses to be charged to the employer,

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will be reimbursed for expenses reasonably incurred for accommodation and meals.

- (b) Expenses for the purpose of ~~this~~ clause 19.5 means:
- (i) All reasonable fares and expenses incurred whilst travelling including a meal allowance of **\$14.34** per meal.
 - (ii) A reasonable allowance to cover the cost incurred for board and lodging.

19.6 Tool allowance—tradespersons and apprentices

- (a) A tool allowance of **\$11.84** per week is payable to a tradesperson employed in any of the RS&R classifications who is required by an employer to provide their own hand tools, for supplying and maintaining tools ordinary required in the performance of their work as a tradesperson.
- (b) A tool allowance is payable to apprentices employed under the classifications referred to in clause 8.2 where the apprentice is required by an employer to provide their own tools as follows:

Year of apprenticeship	\$ per week
Level 1 or 1st year	5.03
Level 2 or 2nd year	6.48
Level 3 or 3rd year	8.94
Level 4 or 4th year	10.38

- (c) Notwithstanding anything else contained in this award, the tool allowance is not subject to overtime, shift premium or other penalty additions or annual leave loading.

19.7 Clothing, equipment and tools—tyre fitting and retreading

Clause 19.7 will apply solely to persons employed principally to fit tyres as defined and/or a person employed in tyre retreading processes as defined.

(a) Provision of tools

Where the employer requires persons who are employed either principally to fit tyres and/or in the tyre repairing and retreading process to use tools in the performance of their work, the employer will reimburse the employee for the cost of purchasing such tools.

- (b) Employees will be paid a tool allowance in accordance with clause 19.6 where required by the employer to supply and maintain tools of trade necessary for the performance of their duties.
- (c) The tool allowance under clause 19.7 will not apply where the tools are supplied to the employee at the employer's expense.
- (d) An employer may require any employee to sign a receipt for any tools issued to an employee by the employer.

- (e) An employee who has been provided by the employer with facilities to lock up tools at the end of each shift will be held responsible for the safe custody of the tools issued and will replace or pay for any tools so provided if lost through the employee's negligence.

(f) Protective clothing

Where an employer requires an employee to work on acid vats or reclaiming or washing raw rubber or in wet places the employer will reimburse an employee for the cost of purchasing an apron or overalls and rubber or other suitable boots.

- (g) Clause 19.7(f) will not apply where protective clothing is supplied to the employee by the employer.

19.8 Clothing, equipment and tools—other than tyre fitting and retreading

Clause 19.8 will apply to other employees, where applicable, not covered under clause 19.7.

(a) Provision of tools

Tradespersons or apprentices will be paid a tool allowance specified in clause 19.6 where they are required by the employer to supply and maintain tools necessary for the performance of their duties.

- (b) Notwithstanding the payment of a tool allowance under clause 19.8(a) where the employer requires an employee, in the performance of their work, to use tools as set out in this sub-clause, the employer must reimburse the employee for the cost of purchasing all necessary power tools, special purpose tools, precision measuring instruments and snips used in the cutting of stainless steel and similar hard metals.
- (c) Tradespersons or their apprentices will replace or pay for any tools so supplied by their employer if lost through the employee's negligence.

19.9 Damage to clothing and tools

- (a) The employer must reimburse an employee of the cost of replacing the employee's tools or work clothing where:
 - (i) the employee is required to use their own tools or wear their own work clothing in the course of employment; and
 - (ii) the clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- (b) Clause 19.9(a) does not apply where:
 - (i) the employee uses tools that are not ordinarily required in the performance of the employee's duties; or
 - (ii) the work clothing and tools are supplied to the employee at the employer's expense.

19.10 Gloves

- (a) The employer will reimburse the employee for the cost of purchasing suitable canvas or leather gloves where the employee is required to use such gloves in the performance of their duties.
- (b) Reimbursement for the cost of suitable gloves will apply to operating a pneumatic percussion tool used for chiselling, hammering or riveting or where by reason of the material or tackle being used it is necessary for slingers to wear leather gloves.
- (c) Clause 19.10 does not apply where the gloves are supplied to the employee at the employer's expense. Where such gloves are supplied without cost to the employee they will remain the property of the employer.

19.11 Goggles

- (a) The employer will reimburse the employee for the cost of purchasing goggles where the employee is required to wear suitable mica or other goggles when using an emery wheel or rotary wire brushes.
- (b) Clause 19.11(a) does not apply where protective equipment is fitted to a machine or where the goggles are supplied to the employee at the employer's expense.
- (c) Where such goggles are supplied without cost to the employee, they will remain the property of the employer.

19.12 Protective clothing

- (a) The employer will reimburse an employee for the cost of purchasing protective clothing such as boots, rubber aprons and rubber boots where the employee is required to wear adequate protective clothing when working with acids or other substances of a like nature, engaged in wet rubbing or when working in the rain, car laundry, washing bay or in steam cleaning or proof coating operations.
- (b) The employer will not be required to reimburse the employee where such suitable protective clothing is supplied to the employee at the employer's expense.
- (c) Where protective clothing is supplied without cost to the employee, it will remain the property of the employer.

19.13 Protective equipment—welding

- (a) The employer will reimburse an employee for the cost of purchasing protective equipment when the employee is either required to wear suitable, sufficient and adequate protection when performing welding operations and, where necessary, for employees when working in close proximity to such operations.
- (b) Clause 19.13(a) does not apply where the protective equipment is supplied to the employee at the employer's expense.
- (c) Where protective equipment is supplied without cost to the employee, it will remain the property of the employer.

19.14 Uniforms

- (a) Where an employer requires an employee to wear a special uniform as a condition of employment, the employer must reimburse the employee for the cost of purchasing and cleaning the uniform.
- (b) Clause 19.14(a) does not apply where the uniform is supplied and cleaned free of cost by the employer.
- (c) Where the uniform is supplied by the employer without cost and cleaned free of cost to the employee, the uniform will remain the property of the employer.

20. Accident pay

20.1 Definitions

For the purpose of ~~this~~ clause 20, the following definitions will apply.

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

20.2 Entitlement to accident pay

- (a) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation.
- (b) An employee will only be entitled to payment under ~~this~~ clause 20 while the employee remains in employment of the employer. However, an employer must not terminate the employment of the employee to avoid any payment under ~~this~~ clause 20.

20.3 Notice of injury

When an employee receives an injury for which the employee claims to be entitled to payment under ~~this~~ clause 20, the employee shall give notice in writing of the injury to the employer as soon as reasonably practicable after receiving the injury. Notice can be given by a representative of the employee.

20.4 Maximum period

The maximum period or aggregate of periods of accident pay to be made by an employer shall be 26 weeks for any one injury. The 26 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury.

20.5 Pro rata payments

For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

20.6 Return to work

If an employee entitled to accident pay under ~~this clause 20~~ returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

20.7 When not entitled to payment

- (a) An employee will not be entitled to any payment under ~~this clause 20~~ in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (b) An employee will not be entitled to any payment under ~~this clause 20~~ in respect of any injury during the first ~~five 5~~ normal working days of incapacity.
- (c) An employee will not be entitled to any payment under ~~this clause 20~~ for any incapacity occurring during the first ~~three 3~~ weeks of employment, unless such incapacity continues beyond the first ~~three 3~~ weeks of employment. If the incapacity continues beyond the first ~~three 3~~ weeks of employment then the provisions of ~~this clause 20 (clause 23)~~ will apply to the period of incapacity after the first ~~three 3~~ weeks.
- (d) An employee will not be entitled to any payment under ~~this clause 20~~ for industrial diseases contracted by gradual process, or injuries subject to recurrence, aggravation or acceleration unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

20.8 Medical examination

- (a) In order to receive accident pay an employee shall conform to the requirements of the applicable workers' compensation legislation relating to medical examination.
- (b) If:
 - (i) a medical referee gives a certificate in accordance with the applicable workers' compensation legislation as to the condition of the employee and fitness for work, or specifies work for which the employee is fit; and
 - (ii) this work is made available by the employer; and
 - (iii) the employee refuses the work or fails to commence the work;

the provisions of ~~this clause 20 (clause 23)~~ will cease to apply to the employee from the date of refusal or failure to commence the work.

20.9 Redemptions

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

20.10 Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under ~~this~~ clause 20 and the employee will not be entitled to any further accident pay thereafter.

20.11 When payments cease

All rights to payment under ~~this~~ clause 20 will cease on the death of an employee.

20.12 Changes to rates in workers' compensation legislation

The amount of accident pay payable under ~~this~~ clause 20 shall not increase in the event that there are any changes to compensation rates under the applicable workers' compensation legislation.

20.13 Engagement of employee

Upon commencement of employment, an employee may be required to declare all workers' compensation claims made in the previous ~~five~~ 5 years. In the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit entitlement to payment under ~~this~~ clause 20.

20.14 Casual employees

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

20.15 No obligation to take out insurance

Nothing in ~~this~~ clause 20 requires an employer to insure against liability for the payment of benefits under ~~this~~ clause 20.

21. Superannuation

21.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the

superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

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

21.4 Superannuation fund

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

- (a) MTAA Superannuation Fund;
- (b) AustralianSuper;
- (c) Labour Union Cooperative Retirement Fund;
- (d) TWUSUPER;
- (e) CareSuper;
- (f) Statewide Superannuation Trust;
- (g) Tasplan Ltd;

- (h) Retail Employees Superannuation Trust (REST);
- (i) 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
- (j) a superannuation fund or scheme which the employee is a defined benefit member of.

21.5 Absence from work

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

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

Part 4—Hours of Work, Overtime and Penalty Rates

22. Ordinary hours of work and rostering

22.1 Clause 22 will not apply to a person principally employed to perform vehicle sales related duties.

22.2 Subject to the other provisions of clause 22, ordinary hours of work of an employee will be an average of 38 hours per week (pro-rata for part-time employees under clause 10—Part-time employees), worked on not more than ~~five~~ 5 days in any week, calculated on the following basis:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days;
- (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
- (e) Any other work cycle during which a weekly average of 38 ordinary hours (pro-rata for part-time employees under clause 10—Part-time employees) is worked or may be determined by agreement between the employer and an employee or employees.

- 22.3** Employees may be required to work up to a maximum of 10 ordinary hours per day.
- 22.4** The commencing time of any permanent employee's daily hours once fixed may vary from day to day in a week but not by more than ~~two~~ 2 hours.
- 22.5 Shifts in excess of 10 hours**
- (a) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise, arrangements involving the working of days or shifts in excess of 10 hours and up to 12 hours per day may be introduced subject to:
- (i) proper health monitoring procedures being introduced;
 - (ii) suitable roster arrangement being made;
 - (iii) proper supervision being provided;
 - (iv) adequate breaks being provided; and
 - (v) a trial or review process being jointly implemented by the employer and the employees or their representatives.
- (b) At any enterprise or section of an enterprise where 12 hour days or shifts were rostered on a regular basis prior to [date of variation], 12 hour days or shifts may continue to be worked notwithstanding clauses 22.3 and 22.5(a)

23. Saturday, Sunday and public holiday work

- 23.1** Clause 23 does not apply to any of the following employees who work any of their rostered hours on a Saturday or Sunday or a Public Holiday:
- (a) casual employees, including casuals principally employed to perform duties of a driveway attendant, console operator or a roadhouse attendant (see clause 27—Special provisions—driveway attendant, console operator and roadhouse attendant); or
 - (b) a person engaged as a permanent to perform duties of a driveway attendant, console operator or roadhouse attendant (see clause 27—Special provisions—driveway attendant, console operator and roadhouse attendant).
 - (c) a person principally employed to perform vehicle sales related duties (see clause 28—Special provisions—persons employed principally to sell vehicles);
- 23.2** An employee who works any of their ordinary hours on a Saturday, Sunday or public holiday will be paid at the following rates:
- (a) Saturday—**150%** of the minimum hourly rate;
 - (b) Sunday—**200%** of the minimum hourly rate; or
 - (c) Public holiday—**250%** of the minimum hourly rate.
- 23.3** An employee who works outside rostered hours on a Saturday, Sunday or public holiday will be paid at the overtime rates prescribed by clause 24—Overtime.

23.4 Payments for Saturday, Sunday or public holiday work will stand alone and will not be included for any other purpose of this award.

24. Overtime

24.1 Clause 24 does not apply to:

- (a) a person principally employed to perform vehicle sales related duties; or
- (b) permanent and casual employees employed as driveway attendants, roadhouse attendants and console operators working in fuel retailing establishments (for overtime rates, see clause 27.5); and
- (c) other casual employees (see clause 11—Casual employees).

24.2 Definition of overtime

- (a) For a full-time employee, overtime is any time worked outside the ordinary hours prescribed by clause 22—Ordinary hours of work and rostering.
- (b) For a part-time employee, hours worked in excess the employee's ordinary hours (agreed in accordance with clauses 10.3 and 10.4) will be paid at the appropriate overtime rate.

24.3 Overtime rates

An employee required to work outside the ordinary hours as prescribed by the award will be paid as follows:

- (a) on a Sunday—at the rate of **200%** of the minimum hourly rate;
- (b) on a public holiday—at the rate of **250%** of the minimum hourly rate; and
- (c) on any other day:
 - (i) **150%** of the minimum hourly rate for the first 3 hours; and
 - (ii) **200%** of the minimum hourly rate after 3 hours.
 - (iii) Payment at **200%** of the minimum hourly rate is to continue until the completion of the overtime work.
- (d) Clause 24.3 will not apply when the time is worked:
 - (i) by arrangement between the employees themselves;
 - (ii) for the purposes of effecting the customary rotation of shifts; or
 - (iii) in accordance with clause 17.5—Make-up time.

24.4 Extra rates not cumulative

The extra rates prescribed by clause 24.3 are in substitution for and not cumulative upon the shiftwork allowance prescribed by clause 25.2.

24.5 Minimum overtime payment on a Sunday or public holiday

- (a) An employee required to work overtime on a Sunday or public holiday in connection with maintaining the continuity of electric light or power, will be paid for:
 - (i) a minimum of one hour at the appropriate rate; and
 - (ii) time reasonably occupied getting to and from work, which will be counted as time worked, except where the work occupies more than 2 hours.
- (b) For work other than that referred to in clause 24.9, an employee required to work overtime on a Sunday or a public holiday must be provided with at least 4 hours' work, or paid for 4 hours at the appropriate rate.
- (c) Clause 24.5 does not apply where work is continuous with overtime or work commenced on the previous day or completed on the following day.

24.6 Time off instead of overtime payment

- (a) An employee may elect to take time off instead of payment for overtime with the consent of the employer.
- (b) Time off instead of payment for overtime must be taken at a mutually convenient time within 4 weeks of the overtime being worked. However, with the agreement of the employer, an employee may elect to bank up to 8 hours of time off instead of overtime to be taken no later than 8 weeks after the overtime was worked.
- (c) An agreement reached in accordance with clause 24.6(b) should be placed in writing and recorded with the employee's wage records and for file. Any hours banked and cleared must be recorded in the employee's wage record.
- (d) Time off instead of payment for overtime must equate to the overtime rate, i.e. if the employee works one hour of overtime at the rate of **150%** and elects to claim time off instead of payment the time off would be equal to one and a half hours.
- (e) Provided that where an employee's employment is terminated or the employee resigns or the entitlement has not been taken, the entitlement will be paid out at the rate at which it was accrued.

24.7 Standing by

- (a) Subject to clause 24.7(b) where an employee is required regularly to hold themselves in readiness for a call-back, an employee directed by an employer to hold themselves in readiness to work outside their ordinary working hours will for this period be paid standing by time at their ordinary time rate of pay commencing from the time an employee is required to hold themselves in readiness for a call-back.
- (b) Clause 24.7 will not apply to an employee in a garage and/or to an employee engaged as the driver of a tow and/or repair vehicle and/or to the assistant to such a driver.

24.8 Call-back (general)

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours' work at the appropriate rate for each time recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full 3 hours if the employee was recalled to perform work which is completed within a shorter period.
- (b) Clause 24.8 will not apply where:
 - (i) it is customary for an employee to return to an employer's premises for periods not exceeding 30 minutes each to perform a specific job outside the ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time recalled; or
 - (ii) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
- (c) Where the actual time worked is less than 3 hours on such recall or each of such recalls, overtime worked in the circumstances specified in clause 24.8 will not be regarded as overtime for the purposes of clause 26.4(a).
- (d) Clause 24.8 will not apply to an employee in a garage and/or to an employee engaged as the driver of a tow and/or repair vehicle and/or to the assistant to such a driver.

24.9 Call-back (breakdowns etc.)

- (a) An employee in a garage and/or an employee engaged as the driver of a tow and/or repair vehicle and/or the assistant to such a driver recalled outside normal working hours for breakdown, accident or other emergency work will be paid at the rate of **200%** of the minimum hourly rate for the period of time recalled.
- (b) The calculation of the period of time of duty will include only the time reasonably occupied in travel or work between the time of the employee's departure from the normal place of residence and the time of return to such place after the performance of the work provided that:
 - (i) in the case of the first call-back in any one day an employee will be paid as for at least a period of 2 hours at **200%** of the minimum hourly rate; and
 - (ii) in the case of each subsequent call-back in the same day as for at least a period of one hour at **200%** of the minimum hourly rate whether occurring within 2 hours of the first call-back or not.
- (c) Notwithstanding clause 24.9(a) where by mutual agreement, evidence of which will be recorded and maintained at the employer's premises, an employee who is rostered to make themselves available outside normal working hours to be called upon for breakdown, accident or roadside service work will be paid at the rate of **200%** of the minimum hourly rate for the period so recalled

provided that in the case of each call-back the employee will be paid for at least a period of one hour at **200%** of the minimum hourly rate.

- (i) The calculation of the period of work will include only the time reasonably occupied in travel or work between the time of the employee’s departure from the normal place of residence or other starting point and the time of return to the employee’s residence.
- (ii) An employee entitled to payment under clause 24.9 will make and tender to the employer on their next ordinary working day a record of work performed showing starting and finishing times.
- (d) Where the actual time worked is less than 3 hours for a recall or on each of the recalls, overtime worked in the circumstances specified in clause 24.9 will not be regarded as overtime for the purposes of clause 26.4(a).

24.10 Transport of employees

Where an employee normally uses public transport and is required to commence and/or conclude overtime or shiftwork between 8.30 pm and 6.00 am at a time when public transport is not available, the employer will provide the employee with a conveyance to and/or from the employee’s residence, or pay the employee’s current wage for the time reasonably occupied in travelling to and/or from the residence.

24.11 Breaks during and after overtime

An employee is entitled to breaks during and after overtime in accordance with clauses 26.3 and 26.4.

25. Shiftwork penalties

25.1 Shiftwork penalties in clause 25 are not payable to:

- (a) a casual employee employed to perform duties of a driveway attendant, console operator, or a roadhouse attendant (see clause 27.3);
- (b) other casuals (see clause 11—Casual employees); or
- (c) a person employed principally to perform vehicle sales related duties.

25.2 An employee working on afternoon or night shift will except on a Saturday, Sunday or a public holiday be paid an amount equal to the following relevant percentage of the appropriate minimum hourly rate:

Shift	% of minimum hourly rate
Night shift only	130
Afternoon shift only	118
Alternating afternoon and night shifts	120
Alternating day and night shifts—rate for the night shift	112.5
Alternating day, afternoon and night shifts—rate for the	112.5

Shift	% of minimum hourly rate
afternoon and night shift	
Alternating day and afternoon shifts—rate for the afternoon shift	112.5

25.3 An employee engaged on an afternoon or night shift which does not continue for at least 5 successive working days or such shorter work cycle as may be worked pursuant to clause 22—Ordinary hours of work and rostering will be paid at **150%** of the minimum hourly rate for each such shift.

25.4 Except at regular changeover of shift, an employee will not be required to work more than one shift in each 24 hours.

25.5 For the purposes of clause 25:

(a) **afternoon shift** means a shift commencing after noon and not later than 6.00 pm

(b) **night shift** means a shift commencing after 6.00 pm and not later than 4.00 am

25.6 Payments prescribed by clause 25 will stand alone and will not be included for any other purpose of this award.

25.7 Daylight saving

For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

26. Breaks

26.1 Meal and rest breaks

(a) Clause 26.1 will not apply to a person principally employed to perform vehicle sales related duties, or to employees on continuous shiftwork.

(b) Unpaid meal breaks will be not less than 30 minutes and not more than 60 minutes.

(c) Subject to the exceptions below, in clause 26.1(d), an employee will not be required to work for more than ~~five~~5 hours without a meal break.

(d) The employer and the majority of employees in an establishment may agree that all employees in the establishment can be required to work up to ~~six~~6 hours without a meal break.

(e) In addition to a meal break, an employer may provide to an employee either a morning or afternoon tea break not exceeding 15 minutes. Where a break is unpaid it must not exceed 15 minutes duration. Where both a morning and an afternoon tea break are provided on the same day or shift, at least one of these breaks must be paid.

- (f) An employer may in appropriate circumstances reasonably require an employee to change the timing of a scheduled meal break or rest break to meet operational requirements.

26.2 Working during or without a meal break

- (a) Subject to clause 26.2(b), an employee who works:
 - (i) beyond ~~five~~ 5 hours without a meal break (or beyond ~~six~~ 6 hours where agreed in accordance with clause 26.1(d)); or
 - (ii) during a meal break,will be paid at **150%** of the minimum hourly rate for the time worked until a meal break is allowed.
- (b) Where an employer directs an employee to perform regular maintenance for the purposes of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle, the employee will be paid at the minimum hourly rate for any such work performed during a meal break.

26.3 Overtime crib breaks

- (a) An employee required to work overtime for more than one and a half hours after working ordinary hours will be allowed a crib break of 20 minutes before starting such overtime. The crib break will be paid at the minimum hourly rate.
- (b) An employee required to work overtime will be allowed a crib break of 20 minutes without deduction of pay after each ~~four~~ 4 hours of overtime worked provided work continues after the crib break.
- (c) Where a day worker is required to work overtime on a Saturday, the first prescribed crib break if occurring between 10.00 am and 1.00 pm will be paid at the minimum hourly rate.
- (d) An employer and employee may agree to any variation of clause 26.3 to meet the circumstances of the work in hand, provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (e) Clause 26.3 will not apply to an employee working overtime on a Sunday or public holiday unless the employee is rostered to work any of their ordinary hours on that day.

26.4 Minimum break between shifts

- (a) When overtime work, including work on a rostered day off or work on a Sunday or a public holiday is necessary, it will wherever reasonably practicable be arranged so that an employee works not more than 14 hours in any period of 24 consecutive hours and so that each employee may have at least 10 consecutive hours off duty in each such 24 consecutive hours.
- (b) Subject to the exceptions referred to in clauses 24.8 and 24.9, on the completion of a period of work an employee is required to have a period of

10 consecutive hours off duty from their ordinary working time without loss of pay until recommencing work.

- (c) If on the direction of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at **200%** of the minimum hourly rate until released from duty. The employee will then be entitled to be absent for 10 consecutive hours off duty without loss of pay for any ordinary working time occurring during such absence.

27. Special provisions—driveway attendant, console operator and roadhouse attendant

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

27.1 Hours of work

- (a) Ordinary hours of work for driveway attendants, console operators and roadhouse attendants as prescribed by clause 19 will be worked at the option of the employer in either of the following ways provided the time worked on any day has exceeded 5 hours:
 - (i) continuously, on a daily basis, except for meal and morning or afternoon tea breaks taken at times determined at the employer's discretion in accordance with clause 26.1; or
 - (ii) continuously, on a daily basis, with 20 minutes during such hours each day or shift for crib, whilst maintaining customer service. The 20 minute crib break will be counted as time worked.
- (b) A driveway attendant or console operator who is working alone is entitled to close and secure the work site so as to attend the toilet.

27.2 Prohibited employees for certain junior employees

A junior employee under the age of 18 years will not work unsupervised between the hours of 7.00 pm and 9.00 pm and must not be employed between the hours of 9.00 pm and 6.30 am.

27.3 Casual rates

Note inserted, monetary figures amended to reflect current award rates and new clause 27.3(c) inserted in response to submissions. Parties are asked to confirm these changes in accordance with the timetable issued in [\[2019\] FWCFB 6077](#) at [36].

NOTE: The monetary figures in clause 27.3 reflect the rates prescribed by the Vehicle Manufacturing, Repair, Services and Retail Award 2010. These figures do not accurately reflect the percentages provided but are the correct entitlement until adjusted in the Annual Wage Review 2020.

A casual employed as a driveway attendant, roadhouse attendant, console operator or roadhouse attendant engaged primarily to cook other than takeaway meals will be paid ~~by the hour~~ in accordance with the casual rates prescribed below:

(a) **Adult employee**

An adult, including a 20 year old and over, employed on a casual basis principally to perform the following duties will be paid as follows:

	Monday to Friday		Saturdays, Sundays and public holidays		Overtime—additional payment ¹	
	% of relevant rate	\$	% of relevant rate	\$	% of relevant rate	\$
Duties of a driveway attendant	131.75% R1	25.68	171.87% R1	33.50 ±	73.40% R1	14.32 ±
Duties of a roadhouse attendant required to cook takeaway foods	131.75% R2	26.43 ±	171.87% R2	34.47	73.40% R2	14.71 ±
Duties of a console operator, or roadhouse attendant if engaged to primarily cook other than takeaway meals	131.75% R4	28.38	171.87% R4	37.03 ±	73.40% R4	15.81

¹ Overtime is payable for any hours worked in excess of 10 hours per day or an average of 38 hours per week and is paid in addition to the appropriate rate

(b) **Junior employees**

(i) A person employed on a casual basis principally to perform the duties of a driveway attendant, will be paid as follows:

	19 years	18 years	17 years	16 years & under
Percentage of adult casual rate	75%	62.5%	50%	47.5%
	\$	\$	\$	\$
Monday to Friday	19.26	16.05	12.84	12.20
Saturdays, Sundays and public holidays	25.13	20.94	16.75 ±	15.91 ±

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	19 years	18 years	17 years	16 years & under
Percentage of adult casual rate	75%	62.5%	50%	47.5%
	\$	\$	\$	\$
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	10.7 43	8.9 54	7.16	6.80

- (ii) A person employed on a casual basis principally to perform the duties of a roadhouse attendant (except as in clause 24.3(b)(iii)) will be paid as follows:

	19 years	18 years	17 years	16 years & under
Percentage of adult casual rate	75%	62.5%	50%	47.5%
	\$	\$	\$	\$
Monday to Friday	19.82	16.5 21	13.2 21	12.55
Saturdays, Sundays and public holidays	25.85	21.54	17.24	16.37
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	11.0 34	9.1 920	7.36	6.99

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- (iii) A person employed on a casual basis principally to perform duties of a console operator, or roadhouse attendant if engaged to primarily cook other than takeaway meals will be paid as follows:

	19 years	18 years	17 years	16 years & under
Percentage of adult casual rate	75%	62.5%	50%	47.5%
	\$	\$	\$	\$
Monday to Friday	21.29	17.74	14.19	13.48
Saturdays, Sundays and public holidays	27.77	23.14	18.5 2 ⁴	17.5 9 ⁸
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	11.86	9.88	7.91	7.51

- (c) A casual employed as a driveway attendant, roadhouse attendant or console operator is entitled to the minimum engagement period provided in clause 11.3.

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

27.4 Ordinary hours on Saturdays, Sundays and public holidays

- (a) A permanent employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:
- (i) Saturday work until noon—**100%** of the minimum hourly rate;
 - (ii) Saturday work after noon—**150%** of the minimum hourly rate;
 - (iii) Sunday work—**150%** of the minimum hourly rate; and
 - (iv) public holidays—**200%** of the minimum hourly rate.
- (b) Payments prescribed by clause 27.4 will stand alone and will not be included for any other purpose of this award.
- (c) Despite the provisions of clause 27.4(a), where an employee covered by this sub-clause works a night shift which finishes on Saturday morning, the relevant night shift penalty in clause 25.2 will continue to apply for that portion of the shift falling on Saturday morning. If that Saturday is a public holiday then the public holiday rate in clause 27.4(a)(iv) will apply instead of the relevant night

shift penalty rate in clause 25.2 for that portion of the shift falling on the public holiday.

27.5 Overtime

(a) Definition of overtime

For a permanent employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant, overtime is any time worked outside their ordinary hours.

(b) Overtime rates—permanent employees

A permanent employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant who works overtime must be paid the overtime rates as follows:

For overtime worked on	% of minimum hourly rate
Monday to Saturday—first 3 hours	150
Monday to Saturday—after 3 hours	200
Sunday all day	200
Public holiday all day	200

(c) Minimum payment for overtime on a Sunday or a public holiday

- (i) A permanent employee required to work overtime on a Sunday or on a public holiday must be paid for a minimum of 3 hours' work at the appropriate rate.
- (ii) The extra rates in clause 27.5(b) are in substitution for and not cumulative upon the shiftwork allowances prescribed in clause 25—Shiftwork penalties.

(d) Overtime rates—casual employees

A casual employee principally engaged to perform duties of a driveway attendant, console operator or a roadhouse attendant who works in excess of 10 hours per day or 38 hours per week will be paid in accordance with the relevant overtime rates as set out in clause 27.3.

28. Special provisions—persons employed principally to sell vehicles

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

28.1 Ordinary hours of work and rostering

(a) Full-time employees

A full-time vehicle salesperson will be allowed one and a half days free of duty per week or, by mutual agreement, 3 full days per fortnight.

(b) Part-time employees

- (i) A part-time vehicle salesperson:
- will work a regular number of days not less than 2 per week; and
 - will be paid a proportion of the weekly wage on a pro-rata basis.
- (ii) A part-time vehicle salesperson will be entitled to the same pro rata entitlements as a full-time salesperson in respect of annual leave, public holidays, personal/carer's leave, and accident ~~make-up~~ pay on a proportionate basis calculated on the number of hours worked.

28.2 Casual employees

- (a) An adult casual vehicle salesperson will be paid the appropriate minimum hourly rate in clause 16.2 plus a **25%** casual loading.
- (b) A junior casual vehicle salesperson will be paid the appropriate minimum hourly rate in clause 16.6 plus a **25%** casual loading.
- (c) Work performed on a Sunday will be paid at **200%** of the appropriate minimum hourly rate per hour.
- (d) Work on a public holiday will be paid at **275%** of the appropriate minimum hourly rate per hour.

28.3 Penalty rates

(a) Payment for work on days off

All work done by a vehicle salesperson on the instruction of an employer on a nominated rostered day or half-day off will be paid for at the rate of double time.

double time will mean:

- (i) if more than half a day is worked, 2 fifths of the salesperson's minimum weekly rate prescribed in clause 16.2 (adult rates) or clause 16.6 (junior rates); and
- (ii) if half a day or less is worked, one fifth of the salesperson's minimum weekly rate prescribed in clauses 16.2 and 16.6.

(b) Payment for work on public holidays

- (i) All work done by a vehicle salesperson on the instruction of an employer on a public holiday will be paid for at the rate of double time and a half.
- (ii) For the purpose of clause 28.3(b), **double time and a half** will mean:
- if more than half a day is worked, half of the salesperson's minimum weekly rate prescribed by clauses 16.2 and 16.6 of this award; and

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- if half a day or less is worked, one quarter of the salesperson's minimum weekly rate prescribed by clauses 16.2 and 16.6 of this award.

(c) Payment for work on a Sunday

A vehicle salesperson required by an employer to work on a Sunday, other than a Sunday which is the normal rostered day off or a public holiday, will be paid the following amounts in addition to the minimum weekly rate:

- (i) if more than half a day is worked—**\$172.50 (20%** of the standard weekly rate); or
- (ii) half a day or less is worked—**\$86.25 (10%** of the standard weekly rate).

28.4 Payment of commission

Any commission payments negotiated between a vehicle salesperson and his or her employer are subject to the following provisions:

- (a) the basis on which commission will be paid will be committed to writing and a copy given to a vehicle salesperson within 21 days of them commencing employment and such basis will not be altered except by mutual consent or by a week's notice in writing from the employer to a salesperson;
- (b) an employer will within 21 days after the last day of each month provide a vehicle salesperson with all relevant details of vehicles delivered and commission earned during the preceding month, and then this commission or any commission outstanding will be payable;
- (c) the commission will be deemed to accrue upon the delivery of a vehicle to the customer;
- (d) where a sale is effected as a result of the efforts of 2 or more vehicle salespersons, the commission payable in respect of such sale will be divided between them in such proportion as they may mutually agree;
- (e) where the employment of a vehicle salesperson terminates prior to the delivery of a vehicle for which they would otherwise be entitled to commission, provided the vehicle is delivered within 3 months of the termination they will be paid 2 thirds of the commission they would otherwise have received;
- (f) where the employment of a vehicle salesperson terminates, the commission to which the vehicle salesperson is entitled in respect of vehicles which have already been delivered will be paid to them within 14 days of such termination; and
- (g) any sum payable under an agreement made pursuant to clause 28.4 will be deemed to be payable under this award.

28.5 Minimum remuneration ~~and calculation of wages~~

- (a) A vehicle salesperson will be entitled to be paid the minimum hourly rate under clause 16.2 or clause 16.6, as applicable, and any applicable casual loading, for all hours required by the employer to be worked up to and

exceeding 38 hours per week ("minimum remuneration"). A vehicle salesperson will also be entitled, where applicable, to:

- (i) any penalties payable under clauses 28.3(a) (Payment for work on days off) and 28.3(b) (Payment for work on public holidays), or in the case of casual employees clauses 28.2(c) and 28.2(d), instead of the applicable minimum hourly rate; and
 - (ii) any penalties payable under clause 28.3(c) (Payment for work on a Sunday), in addition to the minimum hourly rate, for employees other than casual employees,
- (b) In respect of a vehicle salesperson who is paid commission in accordance with clause 28.4:
- (i) an employer's obligation to pay a vehicle salesperson in respect of hours required to be worked in excess of 38 in any week may be met by the payment to the employee of any commission negotiated under clause 28.4; and
 - (ii) an employer will at least every 3 months ensure compliance with clause 28.5(a) above and make any necessary additional payments within 21 days after the last day of the relevant month.

28.6 **Calculation of wages**Minimum hourly rate

For the purpose only of determining payment for personal leave, compassionate leave, deduction for unauthorised absences, wage calculation on termination of employment and casual rates, the hourly rate will be either the adult or junior minimum hourly rate, as the case may be.

28.7 **Expense-related allowances**

Employers must pay to an employee the allowances the employee is entitled to under clause 28.7. See Schedule C—Summary of Monetary Allowances.

(a) **Travelling expenses**

A vehicle salesperson whose duties require them to stay overnight away from their usual residence will be reimbursed expenses reasonably incurred in performing duties associated with the role.

(b) **Meal allowance**

- (i) A meal allowance of **\$17.01** per meal is payable to a vehicle salesperson:
 - required to be on duty at a motor show, agricultural show or similar exhibition over the evening meal period;
 - required to be on duty at a motor show, agricultural show or similar exhibition on a public holiday over the evening meal period or for the midday meal;

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- required to work at a showroom or car yard for more than 2 hours after 6.00 pm on any day without being notified on the previous day or earlier that they would be required to work.
- (ii) The meal allowance is not payable if:
- the employee is supplied with a meal by the employer; or
 - the employee lives in the same locality as their workplace and can reasonably return home for meals.
- (c) **Use of motor vehicles**
- (i) Where a vehicle salesperson is provided with a motor vehicle for use in the performance of duties associated with the role, the employer cannot deduct any amount from the employee's minimum wages on account of such use.
- (ii) A vehicle salesperson engaged on terms which require use of their own vehicle will be reimbursed on a basis not less favourable to the salesperson as follows:
- for motor vehicles up to and including 20 hp an overhead cost allowance of **\$173.51** per week, plus a weekly amount calculated at the rate of **\$0.20** per kilometre for the actual distance travelled by the employee's car each week in connection with their employment;
 - for motor vehicles over 20 hp an overhead cost allowance of **\$192.81** per week, plus a weekly amount calculated at the rate of **\$0.23** per kilometre for the actual distance travelled by the employee's car each week in connection with their employment,
- (iii) For the purpose of calculating the per km allowance in clause 28.7(c)(ii), distance travelled to and from the place where the vehicle is customarily housed will be included.
- (iv) The weekly vehicle allowance in clause 28.7(c)(ii) is payable each week of the calendar year except in respect of periods:
- when a vehicle salesperson is absent from duty without the consent of the employer;
 - in excess of 3 consecutive weeks when the vehicle is unavailable due to accident or mechanical defect; or
 - in excess of a total of 3 complete weeks in any one year due to personal illness or incapacity of the salesperson, provided that any such claim for any period of less than one week will not be taken into account for the purpose of clause 28.7(c).
- (v) Other than in cases of termination of employment, 4 weeks' notice will be given to a salesperson by the employer that the salesperson is no longer required to provide their own vehicle.

- (vi) In the cases of casual use by any vehicle salesperson of their own vehicle in the course of their duties and by agreement with their employer, the salesperson will be reimbursed at the rate of not less than \$0.78 per kilometre.

Part 5—Leave and Public Holidays

29. Annual leave

- 29.1 Annual leave is provided for in the [NES](#). Annual leave does not apply to a casual employee.
- 29.2 An employee for each year of service with an employer and subject to clauses 29.3 and 29.11, is entitled to ~~four~~4 weeks of paid annual leave
- 29.3 An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- 29.4 **Payment for annual leave**

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

- (a) Instead of the base rate of pay as referred to in [section 90\(1\)](#) of the [Act](#), an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period. During a period of annual leave an employee will also receive a loading as follows:
 - (i) **Day workers**
Employees who would have worked on day work only had they not been on leave—17.5% loading.
 - (ii) **Shiftworkers**
Employees who would have worked on shiftwork had they not been on leave—17.5% loading or the shift loading, whichever is the greater but not both.
- (b) Subject to clause 29.4(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including first aid allowance and any other wages payable under the employee's contract of employment including any over award payment.
- (c) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

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](#)).

29.5 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 29, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

29.6 Annual close down

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

Where an employer closes down a plant, or a section or sections of the plant, for the purpose of allowing annual leave to all or the bulk of the employees in the workplace or section or sections of the workplace, the following provisions apply:

- (a) An employer may by giving not less than ~~four~~4 weeks' notice of their intention to do so, stand off for the duration of the close down all employees in the workplace or section or sections of the workplace. In such event the employer may allow to those who are not qualified for the full entitlement to annual leave for the total close down period paid leave up to the total amount of leave accrued as at the commencement of the close down. Such leave will be at the appropriate wage rate as prescribed in clause 29.4. The balance of the close down for which the employee does not have sufficient accrued leave to cover such period will be leave without pay.
- (b) An employee who has accrued enough leave for the close down period must be allowed the leave and be paid at the appropriate wage rate in clause 29.4.
- (c) An employer may close down for one or ~~two~~2 separate periods for the purpose of granting annual leave in accordance with ~~this subclause~~clause 29.6. If the employer closes down in ~~two~~2 separate periods one of those periods must be for a period of at least 21 consecutive days.
- (d) Where the majority of the employees in the workplace or section or sections of the workplace agree, the employer may close down in accordance with ~~this subclause~~clause 29.6 in ~~two~~2 separate periods neither of which is of at least 21 consecutive days or in ~~three~~3 separate periods. In such cases the employer must advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

29.7 Annual leave in advance

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

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- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 29.7 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 29.7 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 29.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

29.8 Excessive leave accruals: general provision

NOTE: Clauses 29.8 to 29.10 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 29.11).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 29.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 29.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

29.9 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 29.8 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) clause~~ 29.9(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.8, 29.9 or 29.10 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) clause~~ 29.9(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 29.9(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) clause~~ 29.9(d) may result in the direction ceasing to have effect. See clause 29.9(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.

29.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 29.8(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) clause~~ 29.10(a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 29.9(a) that, when any other paid annual leave arrangements (whether made under clause 29.8, 29.9 or 29.10 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) clause~~ 29.10(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 29.8, 29.9 or 29.10 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) clause~~ 29.10(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 29.11) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 29.10(a).

29.11 Seven day shiftworkers

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

~~29.12 Annual leave in advance~~

~~29.13 Payment for annual leave~~

~~29.14 Electronic funds transfer (EFT) payment of annual leave~~

~~29.15 Untaken leave on termination~~

~~29.16~~29.12 **Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 29.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 29.12.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 29.12 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 29.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

- (i) The employer must keep a copy of any agreement under clause 29.12 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 29.12.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.12.

NOTE 3: An example of the type of agreement required by clause 29.12 is set out at ~~Schedule I~~Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at ~~Schedule I~~Schedule G—Agreement to Cash Out Annual Leave.

29.13 Untaken leave on termination

Subject to clause 29.7(d) an employee who has outstanding or untaken paid annual leave due when the employment contract ends must be paid the amount that would have been payable to the employee under clause 29.4(a). Payment of either leave loading or the higher shift loading payment instead of leave loading prescribed in clause 29.4(a) will not apply to the pay out of untaken leave.

30. Personal/carer's leave and compassionate leave

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

31. Parental leave and related entitlements

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

32. Community service leave

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

33. Unpaid family and domestic violence leave

Clause 33 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

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

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

34. Public holidays

Clause 34.2 amended in accordance with [\[2019\] FWCFCB 5145](#) at [50] and [PR712283](#)

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

~~Substitution of public holidays by agreement~~

~~By agreement between the employer and the majority of employees in a particular workplace in an enterprise, or between the employer and an individual employee, another day may be substituted for a public holiday.~~

34.2 **Substitution of public holidays**

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

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

34.3 **Rostered day off or accumulated time off falling on a public holiday**

Where an employee whose ordinary hours of work are arranged in a way that the employee is entitled to a rostered day off, the weekday to be taken off will not coincide with a public holiday. In the event that a public holiday is prescribed after a roster is arranged the employer will allow the employee to take an alternative weekday off instead of the public holiday.

34.4 **Part-day public holidays**

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

Part 6—Consultation and Dispute Resolution

35. **Consultation about major workplace change**

35.1 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.
- 35.2** For the purposes of the discussion under clause 35.1(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.
- 35.3** Clause 35.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 35.4** 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 35.1(b).
- 35.5** In clause 35 **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.
- 35.6** Where this award makes provision for alteration of any of the matters defined at clause 35.5, such alteration is taken not to have significant effect.
- 36. Consultation about changes to rosters or hours of work**
- 36.1** Clause 36 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.
- 36.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 36.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 36.2 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.

36.4 The employer must consider any views given under clause 36.3(b).

36.5 Clause 36 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

37. Dispute resolution

37.1 Clause 37 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

37.2 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.

37.3 If the dispute is not resolved through discussion as mentioned in clause 37.2, 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.

37.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 37.2 and 37.3, a party to the dispute may refer it to the Fair Work Commission.

37.5 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.

37.6 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.

37.7 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 37.

37.8 While procedures are being followed under clause 37 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.

37.9 Clause 37.8 is subject to any applicable work health and safety legislation.

Part 7—Termination of Employment and Redundancy

38. Termination of employment

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

38.1 Notice of termination by an employee

- (a) Clause 38.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In clause 38.1(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 38.1(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 38.1(b), then no deduction can be made under clause 38.1(d).
- (f) Any deduction made under clause 38.1(d) must not be unreasonable in the circumstances.

38.2 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 38.2 is to be taken at times that are convenient to the employee after consultation with the employer.

39. Redundancy

Clause 39 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR707048](#).

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

39.1 Transfer to lower paid duties on redundancy

- (a) Clause 39.1 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 39.1(c).
- (c) If the employer acts as mentioned in clause 39.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

39.2 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 39 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.

39.3 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.

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- (b) If an employee is allowed time off without loss of pay of more than one day under clause 39.3(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 39.3(b).
- (d) An employee who fails to produce proof when required under clause 39.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 38.2.

DRAFT

Schedule A—Vehicle Industry RS&R—Skill Level Definitions

A.1 Vehicle industry RS&R—employee—Level 1 R1 (entry)

Clause A.1 amended in accordance with [\[2019\] FWCFCB 1255](#) at [41].

An employee at Level 1 is an employee who has undertaken little or no formal or informal training. A Level 1 employee may be undertaking up to 38 hours of induction training. The induction training may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, ~~occupational-work~~ health and safety, equal employment opportunity and quality control/assurance.

An employee at this level would acquire/possess skills relevant to the performance of routine duties essentially of a manual nature and to the level of their training:

- performs general labouring and/or cleaning duties;
- has basic numeracy skills;
- exercises minimal judgment;
- works to defined procedures and under direct supervision; and
- may be undertaking structured training so as to enable the employee to progress to a higher level.

Classifications contained within Level 1 R1

- Car cleaner/washer
- Workshop cleaner
- Car polisher—by hand
- Detailer—other
- Driveway attendant
- Office cleaner
- Parking attendant
- Process worker
- Tradesperson's assistant (see also Level 2)
- Employee not elsewhere prescribed

A.1.1 Vehicle industry RS&R—employee—Level 2 R2

An employee at Level 2 is an employee who has completed up to ~~three-3~~ months structured training to enable an employee to attain/possess job skills relevant to tasks performed at this level and to the level of their training:

- works under direct supervision either individually or in a team environment;

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- has some oral and written communication skills;
- can distinguish where a minor fault/error is made and undertake basic quality control of own work;
- is responsible for the quality of own work subject to routine supervision;
- has some input to job planning;
- can work from simple instructions;
- has some basic customer service skills;
- performs basic maintenance tasks;
- has basic knowledge of the range of services offered by the business;
- has simple numerical equipment skills; and
- may use selected hand tools.

Classifications contained within Level 2 R2

- Battery repairer
- Brake servicer—first ~~six~~ 6 months
- Driver of courtesy car or vehicle in relation to sales or sales promotion or in the course of registration, collection from or delivery to customer—vehicles up to and including maker's capacity of ~~three~~ 3 tonnes
- Exhaust repairers—first ~~six~~ 6 months
- Grinder and/or buffer metal—using a portable machine
- Lubritorium attendant
- Operator on warming mill
- Operator detreading, buffing, gouging, etc.
- Roadhouse attendant, when required to cook take away meals only
- Spring service worker
- Tradesperson's assistant (see also Level I)
- Tyre fitter

A.1.2 Vehicle industry RS&R—employee—Level 3 R3

An employee at this level has completed ~~eight~~ 8 modules of a nationally accredited RS&R Certificate or equivalent training and uses skills above that of an employee at Level R2.

A Level R3 employee would be expected to have the job skills relevant to the tasks performed and would work with only general supervision of daily duties and to the level of their training:

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- where appropriate use a variety of power and hand tools and/or other equipment necessary to carry out the relevant tasks;
- possesses good oral and/or written communication skills;
- is responsible for quality of own work subject to routine supervision;
- plans own work in consultation with supervisor;
- requires only general job instruction;
- possesses customer service skills;
- performs basic maintenance tasks;
- acquires multiple manual skills;
- may use various materials handling equipment;
- has fault finding skills;
- maintains simple numerical records from computer equipment;
- can assist with on-the-job instruction in conjunction with general supervision;
- uses some basic negotiation skills in service areas;
- basic inventory controls; and
- receiving, despatching, distributing, sorting, checking, packing, (other than repetitive packing in a standard container or containers in which such goods are customarily sold), documenting and recording of goods, materials and components.

Classifications contained within Level 3 R3

- Assembler—accessories
- Assembler—body shop
- Detailer (as defined)
- Machinist (metal)—2nd class
- Operator in charge of extruder
- Operator mainly engaged examining tyres prior to repairing, retreading, recapping or lugging
- Operator repairing and/or building up and/or retreading and/or recapping used in:
 - aeroplane tyres (for re-use on aeroplanes); and
 - tyres other than as referred to above
- Operator relugging earth mover and/or grader and/or tractor tyres by hand
- Operator engaged in moulding or curing of retreaded, rebuilt, recapped or relugged tyres in:

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- unit heaters
- autoclaves
- Painter—brush and/or spray on mechanical chassis components
- Paint shop assistant
- Polisher/cutter using buff or wet and dry rubber
- Service receptionist—not being a tradesperson
- Steam cleaner and/or proof coater
- Storeperson—first 12 months
- Wheel aligner—not being a tradesperson but having up to ~~six~~ 6 months experience
- Wheel builder and/or repairer—not being a tradesperson—first ~~six~~ 6 months' experience
- Wrecker—automotive

A.1.3 Vehicle industry RS&R—employee—Level 4 R4

An employee at this level performs work above and beyond the skills of an employee at Level R3 and would normally have completed 16 modules of a nationally accredited RS&R Certificate or equivalent training.

A retail employee will be qualified to perform work within the duties and functions of an automotive parts salesperson other; motor vehicle and/or agricultural vehicle salesperson with less than ~~six~~ 6 months' experience; salesperson other; and a console operator.

An employee required to work to the level of their training:

- works under general supervision, either individually or in a team environment;
- exercises discretion within their level of skills and training;
- understands and is responsible for quality of own work;
- possesses competent communications and written skills;
- intermediate key board skills;
- licensed and certified for lift driving;
- customer relation skills;
- inventory and store control including: licensed operation of all appropriate materials handling equipment; use of tools and equipment within the scope (basic non-trades maintenance); computer operation at a higher level than that of a Level 3 employee;
- assists in the provision of on-the-job training in conjunction with supervisor or trainer;

- possesses sales skills appropriate to this level;
- has cash register and console operation skills; and
- where applicable computer operation at a higher level than that of a Level R3 employee.

Classifications contained within Level 4 R4

- Bodymaker—2nd class
- Brake servicer—after ~~six~~ 6 months' experience
- Console Operator
- Driver of courtesy car or vehicle in relation to sales or sales promotion or in the course of registration, collection from or delivery to customer—vehicle with maker's capacity over 3 tonnes
- Exhaust repairer—after ~~six~~ 6 months
- Motorcycle assembler
- Roadhouse attendant if engaged primarily to cook other than take away foods
- Radiator repairer—other
- Wheel aligner—other than a tradesperson, after ~~six~~ 6 months
- Wheel builder, repairer—after ~~six~~ 6 months
- Automotive parts salesperson—other
- Motor vehicle and/or agricultural vehicle salesperson—less than ~~six~~ 6 months' experience
- Salesperson—other
- Storeperson—more than 12 months' experience
- Driveway attendant operating a console
- Storeperson and packer
- Windscreen fitter and/or repairer

A.1.4 Vehicle industry RS&R—employee—Level 5 R5

A repair and service employee at this level performs work above and beyond the skills of an employee at Level R4 and would have 20 modules of a nationally accredited RS&R Certificate or equivalent training. A Level R5 employee is required to work to the level of their training.

A retail employee at this level will be qualified to perform work of an experienced automotive spare parts salesperson:

- requires minimum supervision;

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- possesses technical job skills within the level of their training;
- works from detailed instructions and procedures;
- co-ordinates work in a team environment or works individually under limited supervision;
- exercises discretion within their level of skills and training;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers;
- may prepare reports and interpret written information relevant to tasks performed;
- understands and is responsible for quality of own work;
- possesses competent communications and written skills;
- possesses technical job skills within their level of training;
- possesses customer contact skills to perform tasks at this level;
- undertakes specialist troubleshooting, problem solving and maintenance skills at this level;
- has multiple manual skills;
- can use relevant tools and equipment;
- can operate numerical/computer equipment supplied in sales, distribution, repair, servicing and relevant to tasks at this level; and
- has adequate negotiating skills in sales and services to perform tasks at this level.

Classifications contained within Level 5 R5

- Automotive parts salesperson—experienced
- Automotive servicer or checker
- Radiator repairer—1st class

A.1.5 Vehicle industry RS&R—tradesperson or equivalent Level I R6

An employee at this level is an employee who holds a Trade Certificate, Tradesperson's Rights Certificate or equivalent, nationally accredited training achieved through Australian apprenticeship arrangements as prescribed by the National Quality Council in the Australian Qualifications Framework Qualifications Issuance Policy.

An employee at this level performs work above and beyond the skills of an employee at Level R5 and to the level of their training:

- assists in the provision of on-the-job training in conjunction with supervisors/trainers;
- works under limited supervision either individually or in a team environment;

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- plans the work of others and solves the work planning problems;
- is responsible for the quality of their own work;
- exercises discretion within the scope of tasks performed at this level;
- possesses good communication skills;
- has keyboard skills relevant to the tasks performed at this level;
- understands and applies quality control techniques; and
- is able to inspect products and/or materials for conformity with established operational standards.

Classifications contained with Level I R6

- Automotive electrician
- Automotive engine reconditioner
- Automotive parts interpreter
- Bodymaker—1st class
- Brake mechanic
- Electroplater—1st class
- Fitter and/or turner
- Instrument mechanic—automotive
- Machinist (metal)—1st class
- Motorcycle or motor scooter mechanic
- Motor mechanic/automotive technician
- Painter
- Panel beater
- Signwriter
- Trimmer
- Motor Vehicle and/or agricultural vehicle salesperson—more than ~~six~~6 months experience.
- Welder
- Wheel aligner
- Wheel builder and/or repairer

A.1.6 Vehicle Industry RS&R—tradesperson or equivalent Level II R7

An employee at this level is an employee who holds a Trade Certificate, Tradesperson's Rights Certificate or equivalent, nationally accredited training at the Certificate III qualification (Level R6 at B.6) achieved through Australian apprenticeships arrangements as prescribed by the National Quality Council in the Australian Qualifications Framework Qualifications Issuance Policy.

In addition, the employee will hold a Certificate IV (AQF Level 4) automotive qualification from the National Automotive, Retail, Service and Repair Training Package qualifications:

- Automotive Mechanical Diagnosis
- Automotive Mechanical Overhauling
- Automotive Body Repair Technology
- Automotive Electrical Technology
- Automotive Motorsport Technology
- Automotive Performance Enhancement

An employee at this level is required by the employer, as the principal function of employment as determined by the employer, to perform technical duties above and beyond the skills of an employee at R6 to the level of their training, and will possess high level technical and theoretical knowledge and concepts of motor vehicle technology with in-depth knowledge and skill in some areas.

Typical tasks include but are not limited to:

- diagnosing and evaluating multiple complex vehicle faults;
- undertaking vehicle repair and fault finding actions to a defined standard;
- understanding, interpreting and communicating technical data;
- high level communications skills that enable effective communication across the business and externally;
- responsibility for own outputs and that of others where advice and direction is provided;
- assistance with coordinating work flows and resources allocations within a team environment;
- assistance in the mentoring of technical skills to service centre staff and apprentices; and
- providing a lead role in workforce training development.

Classifications contained within Level II R7

- Master Technician
- Automotive Technical Advisor

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- Performance Technical Advisor
- Automotive Workshop Technical Advisor
- Automotive Master Diagnostic Technician
- Workshop Technical Advisor for Panel and Paint

DRAFT

Schedule B—Summary of Hourly Rates of Pay

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
Schedule B amended in accordance with [2019] FWCFB 5409 at [141] to [145].
Administrative change by Modern Awards team to clause B.2.3(a) to correct error

B.1 Full-time and part-time RS&R employees

B.1.1 Full-time and part-time adult RS&R employees—ordinary and penalty rates

Employee classification	Ordinary hours	Saturday	Sunday	Public holidays
	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Vehicle RS&R industry employee—Level 1	19.49	29.24	38.98	48.73
Vehicle RS&R industry employee—Level 2	20.06	30.09	40.12	50.15
Vehicle RS&R industry employee—Level 3	20.82	31.23	41.64	52.05
Vehicle RS&R industry employee—Level 4	21.54	32.31	43.08	53.85
Vehicle RS&R industry employee—Level 5	22.07	33.11	44.14	55.18
Vehicle RS&R industry employee—tradesperson or equivalent Level I	22.70	34.05	45.40	56.75
Vehicle RS&R industry employee—tradesperson or equivalent Level II	24.83	37.25	49.66	62.08
Driver—forklift:				
Lifting capacity up to 4500 kg	21.54	32.31	43.08	53.85
Lifting capacity in excess of 4500kg	21.54	32.31	43.08	53.85
Driver—mobile crane:				
Lifting capacity up to 10 tonnes	21.54	32.31	43.08	53.85
Lifting capacity in excess of 10 tonnes	21.54	32.31	43.08	53.85

Commented [FWC1]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC2]: Relevant percentage in cl 23.2

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Employee classification	Ordinary hours	Saturday	Sunday	Public holidays
	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Driver—commercial vehicle used in the course of the employer’s business:				
Makers capacity of 3 tonnes or less	21.54	32.31	43.08	53.85
Makers capacity of over 3 tonnes but under 8 tonnes	21.54	32.31	43.08	53.85
Driver—articulated vehicle				
Makers capacity up to and including 10 tonnes	22.36	33.54	44.72	55.90
Driver—tow truck				
Class 1	21.54	32.31	43.08	53.85
Class 2 and 3	21.54	32.31	43.08	53.85
Class 4	22.70	34.05	45.40	56.75

Commented [FWC1]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC2]: Relevant percentage in cl 23.2

B.1.2 Full-time and part-time adult RS&R employees—shiftwork penaltiesrates

Employee classification	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of minimum hourly rate				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
Vehicle RS&R industry employee—Level 1	23.00	25.34	23.39	21.93	29.24
Vehicle RS&R industry employee—Level 2	23.67	26.08	24.07	22.57	30.09

Commented [FWC3]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC4]: Relevant percentage in cl 25.

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Employee classification	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of minimum hourly rate				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
Vehicle RS&R industry employee—Level 3	24.57	27.07	24.98	23.42	31.23
Vehicle RS&R industry employee—Level 4	25.42	28.00	25.85	24.23	32.31
Vehicle RS&R industry employee—Level 5	26.04	28.69	26.48	24.83	33.11
Vehicle RS&R industry employee—tradesperson or equivalent Level I	26.79	29.51	27.24	25.54	34.05
Vehicle RS&R industry employee—tradesperson or equivalent Level II	29.30	32.28	29.80	27.93	37.25
Driver—forklift:					
Lifting capacity up to 4500 kg	25.42	28.00	25.85	24.23	32.31
Lifting capacity in excess of 4500kg	25.42	28.00	25.85	24.23	32.31

Commented [FWC3]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC4]: Relevant percentage in cl 25.

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Employee classification	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of minimum hourly rate				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
Driver—mobile crane:					
Lifting capacity up to 10 tonnes	25.42	28.00	25.85	24.23	32.31
Lifting capacity in excess of 10 tonnes	25.42	28.00	25.85	24.23	32.31
Driver—commercial vehicle used in the course of the employer’s business:					
Makers capacity of 3 tonnes or less	25.42	28.00	25.85	24.23	32.31
Makers capacity of over 3 tonnes but under 8 tonnes	25.42	28.00	25.85	24.23	32.31
Driver—articulated vehicle					
Makers capacity up to and including 10 tonnes	26.38	29.07	26.83	25.16	33.54
Driver—tow truck					
Class 1	25.42	28.00	25.85	24.23	32.31
Class 2 and 3	25.42	28.00	25.85	24.23	32.31
Class 4	26.79	29.51	27.24	25.54	34.05

Commented [FWC3]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC4]: Relevant percentage in cl 25.

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¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

B.1.3 Full-time and part-time adult RS&R employees—overtime rates

Employee classification	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Vehicle RS&R industry employee—Level 1	29.24	38.98	38.98	48.73
Vehicle RS&R industry employee—Level 2	30.09	40.12	40.12	50.15
Vehicle RS&R industry employee—Level 3	31.23	41.64	41.64	52.05
Vehicle RS&R industry employee—Level 4	32.31	43.08	43.08	53.85
Vehicle RS&R industry employee—Level 5	33.11	44.14	44.14	55.18
Vehicle RS&R industry employee—tradesperson or equivalent Level I	34.05	45.40	45.40	56.75
Vehicle RS&R industry employee—tradesperson or equivalent Level II	37.25	49.66	49.66	62.08
Driver—forklift:				
Lifting capacity up to 4500 kg	32.31	43.08	43.08	53.85
Lifting capacity in excess of 4500kg	32.31	43.08	43.08	53.85
Driver—mobile crane:				
Lifting capacity up to 10 tonnes	32.31	43.08	43.08	53.85
Lifting capacity in excess of 10 tonnes	32.31	43.08	43.08	53.85
Driver—commercial vehicle used in the course of the employer’s business:				
Makers capacity of 3 tonnes or less	32.31	43.08	43.08	53.85

Commented [FWC5]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC6]: Relevant percentage in cl 24.3.

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Employee classification	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Makers capacity of over 3 tonnes but under 8 tonnes	32.31	43.08	43.08	53.85
Driver—articulated vehicle				
Makers capacity up to and including 10 tonnes	33.54	44.72	44.72	55.90
Driver—tow truck				
Class 1	32.31	43.08	43.08	53.85
Class 2 and 3	32.31	43.08	43.08	53.85
Class 4	34.05	45.40	45.40	56.75

Commented [FWC5]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC6]: Relevant percentage in cl 24.3.

B.1.4 Full-time and part-time junior RS&R employees—percentage of Level 1 rate

The **junior hourly rate (Level 1)** is based on a percentage of the Level 1 adult rate in accordance with clause 16.6(a).

(a) Full-time and part-time junior RS&R employees—percentage of Level 1 rate—ordinary and penalty rates

Age	Ordinary hours	Saturday	Sunday	Public holidays
	% of junior hourly rate (Level 1)			
	100%	150%	200%	250%
	\$	\$	\$	\$
16 years or under	9.26	13.89	18.52	23.15
17 years	9.75	14.63	19.50	24.38
18 years	12.18	18.27	24.36	30.45
19 year	14.62	21.93	29.24	36.55
20 years	17.06	25.59	34.12	42.65

Commented [FWC7]: (Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(a) and (b).

Commented [FWC8]: Relevant percentage in cl 23.2.

(b) Full-time and part-time junior RS&R employees—percentage of Level 1 rate—shiftwork **penalties rates**

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of junior hourly rate (Level 1)				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
16 years	10.93	12.04	11.11	10.42	13.89
17 years	11.51	12.68	11.70	10.97	14.63
18 years	14.37	15.83	14.62	13.70	18.27
19 year	17.25	19.01	17.54	16.45	21.93
20 years	20.13	22.18	20.47	19.19	25.59

Commented [FWC9]: (Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(a) and (b).

Commented [FWC10]: Relevant percentage in cl 25.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

(c) Full-time and part-time junior RS&R employees—percentage of Level 1 rate—overtime

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of junior hourly rate (Level 1)			
	150%	200%	200%	250%
	\$	\$	\$	\$
16 years or under	13.89	18.52	18.52	23.15
17 years	14.63	19.50	19.50	24.38
18 years	18.27	24.36	24.36	30.45
19 year	21.93	29.24	29.24	36.55
20 years	25.59	34.12	34.12	42.65

Commented [FWC11]: (Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(a) and (b).

Commented [FWC12]: Relevant percentage in cl 24.3.

B.1.5 Junior employees—percentage of Level 4 rate

The **junior hourly rate (Level 4)** is based on a percentage of the Level 4 adult rate in accordance with clause 16.6(c).

(a) Full-time and part-time junior RS&R employees—percentage of Level 4 rate—ordinary and penalty rates

Age	Ordinary hours	Saturday	Sunday	Public holidays
	% of junior hourly rate (Level 4)			
	100%	150%	200%	250%
	\$	\$	\$	\$
16 years or under	10.23	15.35	20.46	25.58
17 years	10.77	16.16	21.54	26.93
18 years	13.46	20.19	26.92	33.65
19 year	16.15	24.23	32.30	40.38
20 years	18.85	28.28	37.70	47.13

Commented [FWC13]: (Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(c) and (d).

Commented [FWC14]: Relevant percentage in cl 23.2.

(b) Full-time and part-time junior RS&R employees—percentage of Level 4 rate—shiftwork penalties rates

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of junior hourly rate (Level 4)				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
16 years	12.07	13.30	12.28	11.51	15.35
17 years	12.71	14.00	12.92	12.12	16.16
18 years	15.88	17.50	16.15	15.14	20.19
19 year	19.06	21.00	19.38	18.17	24.23
20 years	22.24	24.51	22.62	21.21	28.28

Commented [FWC15]: (Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(c) and (d).

Commented [FWC16]: Relevant percentage in cl 25.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

(c) Full-time and part-time junior RS&R employees—percentage of Level 4 rate—overtime

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of junior hourly rate (Level 4)			
	150%	200%	200%	250%
	\$	\$	\$	\$
16 years or under	15.35	20.46	20.46	25.58
17 years	16.16	21.54	21.54	26.93
18 years	20.19	26.92	26.92	33.65
19 year	24.23	32.30	32.30	40.38
20 years	28.28	37.70	37.70	47.13

Commented [FWC17]: (Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(c) and (d).

Commented [FWC18]: Relevant percentage in cl 24.3.

B.1.6 Full-time and part-time junior RS&R driver employees

For drivers not covered by clause 16.6, the **junior hourly rate (drivers)** is based on a percentage of the relevant adult driver rate in accordance with clause 16.7.

(a) Full-time and part-time junior RS&R driver employees—ordinary and penalty rates

Age	Ordinary hours	Saturday	Sunday	Public holidays
	% of junior hourly rate (drivers)			
	100%	150%	200%	250%
	\$	\$	\$	\$
Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 & 3				
Under 19 years	15.08	22.62	30.16	37.70
19 years	17.23	25.85	34.46	43.08
Drivers of tow trucks – class 4				
Under 19 years	15.89	23.84	31.78	39.73
19 years	18.16	27.24	36.32	45.40

Commented [FWC19]: Relevant percentage in cl 16.7 of the relevant adult driver minimum hourly rate in cl 16.3. See cl 16.7.

Commented [FWC20]: Relevant percentage in cl 23.2.

(b) Full-time and part-time junior RS&R driver employees—shiftwork penalties-rates

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of junior hourly rate (drivers)				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 & 3					
Under 19 years	17.79	19.60	18.10	16.97	22.62
19 years	20.33	22.40	20.68	19.38	25.85
Drivers of tow trucks – class 4					
Under 19 years	18.75	20.66	19.07	17.88	23.84
19 years	21.43	23.61	21.79	20.43	27.24

Commented [FWC21]: Relevant percentage in cl 16.7 of the relevant adult driver minimum hourly rate in cl 16.3. See cl 16.7.

Commented [FWC22]: Relevant percentage in cl 25.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

(c) Full-time and part-time junior RS&R driver employees—overtime

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of junior hourly rate (drivers)			
	150%	200%	200%	250%
	\$	\$	\$	\$
Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 & 3				
Under 19 years	22.62	30.16	30.16	37.70
19 years	25.85	34.46	34.46	43.08

Commented [FWC23]: Relevant percentage in cl 16.7 of the relevant adult driver minimum hourly rate in cl 16.3. See cl 16.7.

Commented [FWC24]: Relevant percentage in cl 24.3.

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Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of junior hourly rate (drivers)			
	150%	200%	200%	250%
	\$	\$	\$	\$
Drivers of tow trucks – class 4				
Under 19 years	23.84	31.78	31.78	39.73
19 years	27.24	36.32	36.32	45.40

Commented [FWC23]: Relevant percentage in cl 16.7 of the relevant adult driver minimum hourly rate in cl 16.3. See cl 16.7.

Commented [FWC24]: Relevant percentage in cl 24.3.

B.2 Casual RS&R employees

B.2.1 Casual adult RS&R employees—ordinary and penalty rates

Employee classification	Monday to Friday		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	% of minimum hourly rate				
	125%	150%	175%	225%	275%
	\$	\$	\$	\$	\$
Vehicle RS&R industry employee—Level 1	24.36	29.24	34.11	43.85	53.60
Vehicle RS&R industry employee—Level 2	25.08	30.09	35.11	45.14	55.17
Vehicle RS&R industry employee—Level 3	26.03	31.23	36.44	46.85	57.26
Vehicle RS&R industry employee—Level 4	26.93	32.31	37.70	48.47	59.24
Vehicle RS&R industry employee—Level 5	27.59	33.11	38.62	49.66	60.69
Vehicle RS&R industry employee—tradesperson or equivalent Level I	28.38	34.05	39.73	51.08	62.43
Vehicle RS&R industry employee—tradesperson or equivalent Level II	31.04	37.25	43.45	55.87	68.28

Commented [FWC25]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC26]: Minimum hourly rate + relevant percentage in cl 11.4(a).

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Employee classification	Monday to Friday		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	% of minimum hourly rate				
	125%	150%	175%	225%	275%
	\$	\$	\$	\$	\$
Driver—forklift:					
Lifting capacity up to 4500 kg	26.93	32.31	37.70	48.47	59.24
Lifting capacity in excess of 4500kg	26.93	32.31	37.70	48.47	59.24
Driver—mobile crane:					
Lifting capacity up to 10 tonnes	26.93	32.31	37.70	48.47	59.24
Lifting capacity in excess of 10 tonnes	26.93	32.31	37.70	48.47	59.24
Driver—commercial vehicle used in the course of the employer’s business:					
Makers capacity of 3 tonnes or less	26.93	32.31	37.70	48.47	59.24
Makers capacity of over 3 tonnes but under 8 tonnes	26.93	32.31	37.70	48.47	59.24
Driver—articulated vehicle					
Makers capacity up to and including 10 tonnes	27.95	33.54	39.13	50.31	61.49
Driver—tow truck					
Class 1	26.93	32.31	37.70	48.47	59.24
Class 2 and 3	26.93	32.31	37.70	48.47	59.24
Class 4	28.38	34.05	39.73	51.08	62.43

Commented [FWC25]: Minimum hourly rate in cl 16.2 and cl 16.3.

Commented [FWC26]: Minimum hourly rate + relevant percentage in cl 11.4(a).

B.2.2 Casual junior RS&R employees—percentage of Level 1 rate

- (a) The junior hourly rate (Level 1) is based on a percentage of the Level 1 adult rate in accordance with clause 16.6(a).
- (b) Casual junior RS&R employees—percentage of Level 1 rate—ordinary and penalty rates

Age	Monday to Friday		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	% of junior hourly rate (Level 1)				
	125%	150%	175%	225%	275%
	\$	\$	\$	\$	\$
16 years and under	11.58	13.89	16.21	20.84	25.47
17 years	12.19	14.63	17.06	21.94	26.81
18 years	15.23	18.27	21.32	27.41	33.50
19 years	18.28	21.93	25.59	32.90	40.21
20 years	21.33	25.59	29.86	38.39	46.92

Commented [FWC27]: (Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(a) and (b).

Commented [FWC28]: Junior hourly rate (Level 1) + relevant percentage in cl 11.4(a).

B.2.3 Casual junior RS&R employees—percentage of Level 4 rate

- (a) The **junior hourly rate (Level 4)** is based on a percentage of the Level 4 adult rate in accordance with clause 16.6(c).
- (b) Casual junior RS&R employees—percentage of Level 4 rate—ordinary and penalty rates

Age	Monday to Friday		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	% of junior hourly rate (Level 4)				
	125%	150%	175%	225%	275%
	\$	\$	\$	\$	\$
16 years and under	12.79	15.35	17.90	23.02	28.13
17 years	13.46	16.16	18.85	24.23	29.62
18 years	16.83	20.19	23.56	30.29	37.02
19 years	20.19	24.23	28.26	36.34	44.41
20 years	23.56	28.28	32.99	42.41	51.84

Commented [FWC29]: (Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(c) and (d).

Commented [FWC30]: Junior hourly rate (Level 4) + relevant percentage in cl 11.4(a).

B.2.4 Casual junior RS&R driver employees

~~The junior hourly rate (drivers) is based on a percentage of the Level 4 adult rate in accordance with clause 16.6. For drivers not covered by clause 16.6, the junior hourly rate (drivers) is based on a percentage of the relevant adult driver rate in accordance with clause 16.7.~~

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(a) Casual junior RS&R drivers—ordinary and penalty rates

Age	Ordinary hours		Saturday	Sunday	Public holidays
	6.00 am to 6.00 pm	6.00pm to 6.00 am			
	% of junior hourly rate (drivers)				
	125%	150%	175%	225%	275%
	\$	\$	\$	\$	\$
Drivers of commercial vehicles under 8 tonnes and tow trucks – classes 1, 2 & 3					
Under 19 years	18.85	22.62	26.39	33.93	41.47
19 years	21.54	25.85	30.15	38.77	47.38
Drivers of tow trucks – class 4					
Under 19 years	19.86	23.84	27.81	35.75	43.70
19 years	22.70	27.24	31.78	40.86	49.94

Commented [FWC31]: Relevant percentage in cl 16.7 of the relevant adult driver minimum hourly rate in cl 16.3. See cl 16.7.

Commented [FWC32]: Junior hourly rate (drivers) + relevant percentage in cl 11.4(a).

B.3 Full-time and part-time console operators, driveway attendants and roadhouse attendants

B.3.1 Full-time and part-time adult (20 years and over) console operators, driveway attendants and roadhouse attendants—ordinary and penalty rates

Classification	Ordinary hours	Saturday after midday	Sunday	Public holidays
	% of minimum hourly rate			
	100%	150%	150%	200%
	\$	\$	\$	\$
RS&R Level 1 Driveway attendant	19.49	29.24	29.24	38.98
RS&R Level 2 Roadhouse attendant (when required to cook takeaway)	20.06	30.09	30.09	40.12
RS&R Level 4 Roadhouse attendant (engaged primarily to cook other than takeaway) Driveway attendant operating a console Console operator	21.54	32.31	32.31	43.08

Commented [FWC33]: Minimum hourly rate in cl 16.2.

Commented [FWC34]: Relevant percentage in cl 27.4.

B.3.2 Full-time and part-time adult (20 years and over) console operators, driveway attendants and roadhouse attendants—shiftwork penalties¹

Employee classification	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of minimum hourly rate				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
RS&R Level 1 Driveway attendant	23.00	25.34	23.39	21.93	29.24
RS&R Level 2 Roadhouse attendant (when required to cook takeaway)	23.67	26.08	24.07	22.57	30.09
RS&R Level 4 Roadhouse attendant (engaged primarily to cook other than takeaway) Driveway attendant operating a console Console operator	25.42	28.00	25.85	24.23	32.31

Commented [FWC35]: Minimum hourly rate in cl 16.2.

Commented [FWC36]: Relevant percentage in cl 25.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

B.3.3 Full-time and part-time adult (20 years and over) console operators, driveway attendants and roadhouse attendants—overtime rates

Employee classification	Monday to Saturday		Sundays	Public holidays
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	200%
	\$	\$	\$	\$
RS&R Level 1 Driveway attendant	29.24	38.98	38.98	38.98
RS&R Level 2 Roadhouse attendant (when required to cook takeaway)	30.09	40.12	40.12	40.12

Commented [FWC37]: Minimum hourly rate in cl 16.2.

Commented [FWC38]: Relevant percentage in cl 27.5.

Employee classification	Monday to Saturday		Sundays	Public holidays
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	200%
	\$	\$	\$	\$
RS&R Level 4 Roadhouse attendant (engaged primarily to cook other than takeaway) Driveway attendant operating a console Console operator	32.31	43.08	43.08	43.08

Commented [FWC37]: Minimum hourly rate in cl 16.2.

Commented [FWC38]: Relevant percentage in cl 27.5.

B.3.4 Full-time and part-time junior driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate

The **junior hourly rate (Level 1)** is based on a percentage of the Level 1 adult rate in accordance with clause 16.6.

(a) Full-time and part-time junior driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate—ordinary and penalty rates

The Commission has inserted ‘after midday’ after ‘Saturday’ in clauses B.3.4(a) and B.3.6(a) for consistency with clause 27.4(a). Parties are asked to confirm the incorporation of this change in accordance with the timetable issued in [\[2019\] FWCFB 6077](#) at [36].

Age	Ordinary hours	Saturday <u>after midday</u>	Sunday	Public holidays
	% of junior hourly rate (Level 1)			
	100%	150%	150%	200%
	\$	\$	\$	\$
16 years or under	9.26	13.89	13.89	18.52
17 years	9.75	14.63	14.63	19.50
18 years	12.18	18.27	18.27	24.36
19 year	14.62	21.93	21.93	29.24

Commented [FWC39]: (Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(a) and (b).

Commented [FWC40]: Relevant percentage in cl 27.4.

(b) Full-time and part-time junior driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate—shiftwork penalties rates

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of junior hourly rate (Level 1)				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
16 years	10.93	12.04	11.11	10.42	13.89 2.30
17 years	11.51	12.68	11.70	10.97	14.63 2.94
18 years	14.37	15.83	14.62	13.70	18.27 6.17
19 year	17.25	19.01	17.54	16.45	21.93 9.44

Commented [FWC41]: (Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(a) and (b).

Commented [FWC42]: Relevant percentage in cl 25.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

B.3.5 Full-time and part-time junior driveway attendants and roadhouse attendants cooking takeaway food—percentage of Level 1 rate—overtime

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of junior hourly rate (Level 1)			
	150%	200%	200%	200%
	\$	\$	\$	\$
16 years or under	13.89	18.52	18.52	18.52
17 years	14.63	19.50	19.50	19.50
18 years	18.27	24.36	24.36	24.36
19 year	21.93	29.24	29.24	29.24

Commented [FWC43]: (Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(a) and (b).

Commented [FWC44]: Relevant percentage in cl 27.5.

B.3.6 Full-time and part-time junior console operators and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate

The junior hourly rate (Level 4) is based on a percentage of the Level 4 adult rate in accordance with clause 16.6.

(a) Full-time and part-time junior console operators and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate—ordinary and penalty rates

Age	Ordinary hours	Saturday after midday	Sunday	Public holidays
	% of junior hourly rate (Level 4)			
	100%	150%	150%	200%
	\$	\$	\$	\$
16 years or under	10.23	15.35	15.35	20.46
17 years	10.77	16.16	16.16	21.54
18 years	13.46	20.19	20.19	26.92
19 year	16.15	24.23	24.23	32.30

Commented [FWC45]: (Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(c) and (d).

Commented [FWC46]: Relevant percentage in cl 27.4.

(b) Full-time and part-time junior console operators and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate—shiftwork penalties rates

Age	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of junior hourly rate (Level 4)				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
16 years	12.07	13.30	12.28	11.51	15.35
17 years	12.71	14.00	12.92	12.12	16.16
18 years	15.88	17.50	16.15	15.14	20.19
19 year	19.06	21.00	19.38	18.17	24.23

Commented [FWC47]: (Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(c) and (d).

Commented [FWC48]: Relevant percentage in cl 25.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

(c) Full-time and part-time junior console operators and roadhouse attendants cooking other than takeaway food—percentage of Level 4 rate—overtime

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of junior hourly rate (Level 4)			
	150%	200%	200%	200%
	\$	\$	\$	\$
16 years or under	15.35	20.46	20.46	20.46
17 years	16.16	21.54	21.54	21.54
18 years	20.19	26.92	26.92	26.92
19 year	24.23	32.30	32.30	32.30

Commented [FWC49]: (Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2) ÷ 38. See cl 16.6(c) and (d).

Commented [FWC50]: Relevant percentage in cl 27.5.

B.4 Casual rates for driveway attendants, roadhouse attendants and console operators

B.4.1 A person employed on a casual basis principally to perform the duties of a driveway attendant, will be paid as follows:

	20 years & over	19 years	18 years	17 years	16 years & under
	% of adult rate				
	100%	75%	62.5%	50%	47.5%
	\$	\$	\$	\$	\$
Monday to Friday	25.68	19.26	16.05	12.84	12.20
Saturdays, Sundays and public holidays	33.50 ⁺	25.13	20.94	16.75 ⁶	15.91 ²
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	14.32 ¹	10.74 ³	8.95 ⁴	7.16	6.80

Commented [FWC51]: See cl 27.3(a) and (b).

B.4.2 A person employed on a casual basis principally to perform the duties of a roadhouse attendant (except as in clause B.4.3) will be paid as follows:

	20 years & over	19 years	18 years	17 years	16 years & under
	% of adult rate				
	100%	75%	62.5%	50%	47.5%
	\$	\$	\$	\$	\$
Monday to Friday	26.43 2	19.82	16.52 4	13.22 4	12.55
Saturdays, Sundays and public holidays	34.47	25.85	21.54	17.24	16.37
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	14.71 2	11.03 4	9.19 20	7.36	6.99

Commented [FWC52]: See cl 27.3(a) and (b).

B.4.3 A person employed on a casual basis principally to perform duties of a console operator, or roadhouse attendant if engaged to primarily cook other than takeaway meals, will be paid as follows:

	20 years & over	19 years	18 years	17 years	16 years & under
	% of adult rate				
	100%	75%	62.5%	50%	47.5%
	\$	\$	\$	\$	\$
Monday to Friday	28.38	21.29	17.74	14.19	13.48
Saturdays, Sundays and public holidays	37.03 2	27.77	23.14	18.52 4	17.59 8
Overtime for any hours worked in excess of 10 hours per day or an average of 38 hours per week will be paid in addition	15.81	11.86	9.88	7.91	7.51

Commented [FWC53]: See cl 27.3(a) and (b).

B.5 Junior apprentice RS&R Employees commencing on or after 1 January 2014

The junior apprentice hourly rate is based on a percentage of the RS&R Level 6 adult rate in accordance with clause 16.9(b).

B.5.1 Junior apprentice RS&R employees commencing on or after 1 January 2014—ordinary and penalty rates

Year	Ordinary hours	Saturday	Sunday	Public holidays
	% of junior apprentice hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Has not completed year 12				
Stage 1 or 1st year	11.35	17.03	22.70	28.38
Stage 2 or 2nd year	13.62	20.43	27.24	34.05
Stage 3 or 3rd year	17.02	25.53	34.04	42.55
Stage 4 or 4th year	19.97	29.96	39.94	49.93
Has completed year 12				
Stage 1 or 1st year	12.48	18.72	24.96	31.20
Stage 2 or 2nd year	14.75	22.13	29.50	36.88
Stage 3 or 3rd year	17.02	25.53	34.04	42.55
Stage 4 or 4th year	19.97	29.96	39.94	49.93

Commented [FWC54]: Relevant percentage in cl 16.9(b) of the R6 minimum weekly rate in cl 16.2, divided by 38.

Commented [FWC55]: Relevant percentage in cl 23.2.

B.5.2 Junior apprentice RS&R employees commencing on or after 1 January 2014—shiftwork penalties rates

Year	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of junior apprentice hourly rate				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
Has not completed year 12					
Stage 1 or 1st year	13.39	14.76	13.62	12.77	17.03
Stage 2 or 2nd year	16.07	17.71	16.34	15.32	20.43
Stage 3 or 3rd year	20.08	22.13	20.42	19.15	25.53
Stage 4 or 4th year	23.56	25.96	23.96	22.47	29.96
Has completed year 12					
Stage 1 or 1st year	14.73	16.22	14.98	14.04	18.72

Commented [FWC56]: Relevant percentage in cl 16.9(b) of the R6 minimum weekly rate in cl 16.2, divided by 38.

Commented [FWC57]: Relevant percentage in cl 25.

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Year	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of junior apprentice hourly rate				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
Stage 2 or 2nd year	17.41	19.18	17.70	16.59	22.13
Stage 3 or 3rd year	20.08	22.13	20.42	19.15	25.53
Stage 4 or 4th year	23.56	25.96	23.96	22.47	29.96

Commented [FWC56]: Relevant percentage in cl 16.9(b) of the R6 minimum weekly rate in cl 16.2, divided by 38.

Commented [FWC57]: Relevant percentage in cl 25.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

B.5.3 Junior apprentice RS&R employees commencing on or after 1 January 2014 — overtime rates

Year	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of junior apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Has not completed year 12				
Stage 1 or 1st year	17.03	22.70	22.70	28.38
Stage 2 or 2nd year	20.43	27.24	27.24	34.05
Stage 3 or 3rd year	25.53	34.04	34.04	42.55
Stage 4 or 4th year	29.96	39.94	39.94	49.93
Has completed year 12				
Stage 1 or 1st year	18.72	24.96	24.96	31.20
Stage 2 or 2nd year	22.13	29.50	29.50	36.88
Stage 3 or 3rd year	25.53	34.04	34.04	42.55
Stage 4 or 4th year	29.96	39.94	39.94	49.93

Commented [FWC58]: Relevant percentage in cl 16.9(b) of the R6 minimum weekly rate in cl 16.2, divided by 38.

Commented [FWC59]: Relevant percentage in cl 24.3.

B.6 Adult apprentice RS&R employees ~~commencing on or after 1 January 2014~~

The **adult apprentice hourly rate** is based on a percentage of the RS&R Level 6 adult rate in accordance with clause 16.10(b).

B.6.1 Adult apprentice RS&R employees ~~commencing on or after 1 January 2014~~—ordinary and penalty rates

Year	Ordinary hours	Saturday	Sunday	Public holidays
	% of adult apprentice hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Stage 1 or 1st year	18.16	27.24	36.32	45.40
Stage 2 or 2nd year	19.49	29.24	38.98	48.73
Stage 3 or 3rd year	20.06	30.09	40.12	50.15
Stage 4 or 4th year	20.82	31.23	41.64	52.05
Thereafter	22.70	34.05	45.40	56.75

Commented [FWC60]: Weekly wage in cl 16.10(b) divided by 38. See cl 16.10(b).

Commented [FWC61]: Relevant percentage in cl 23.2.

B.6.2 Adult apprentice RS&R employees ~~commencing on or after 1 January 2014~~—shiftwork **penalties rates**

Year	Afternoon shift only	Night shift only	Alternating afternoon and night shifts	Alternating day shifts ¹	Afternoon or night shift that does not continue for at least 5 successive shifts
	% of adult apprentice hourly rate				
	118%	130%	120%	112.5%	150%
	\$	\$	\$	\$	\$
Stage 1 or 1st year	21.43	23.61	21.79	20.43	27.24
Stage 2 or 2nd year	23.00	25.34	23.39	21.93	29.24
Stage 3 or 3rd year	23.67	26.08	24.07	22.57	30.09
Stage 4 or 4th year	24.57	27.07	24.98	23.42	31.23
Thereafter	26.79	29.51	27.24	25.54	34.05

Commented [FWC62]: Weekly wage in cl 16.10(b) divided by 38. See cl 16.10(b).

Commented [FWC63]: Relevant percentage in cl 25.2.

¹ Alternating day and night shifts (for ordinary hours worked for night shift); alternating day, afternoon and night shifts (for ordinary hours worked for afternoon and night shifts); alternating day and afternoon shifts (for ordinary hours worked for afternoon shifts).

B.6.3 Adult apprentice RS&R employees ~~commencing on or after 1 January 2014~~—overtime rates

Year	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours		
	% of adult apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1 or 1st year	27.24	36.32	36.32	45.40
Stage 2 or 2nd year	29.24	38.98	38.98	48.73
Stage 3 or 3rd year	30.09	40.12	40.12	50.15
Stage 4 or 4th year	31.23	41.64	41.64	52.05
Thereafter	34.05	45.40	45.40	56.75

Commented [FWC64]: Weekly wage in cl 16.10(b) divided by 38. See cl 16.10(b).

Commented [FWC65]: Relevant percentage in cl 24.3.

B.7 RS&R Vehicle Sales Employees

The Commission has amended the rates in the Sunday column in clauses B.7.1 and B.7.2 for consistency with clause 28.2(c). Parties are asked to confirm the incorporation of this change in accordance with the timetable issued in [\[2019\] FWCFB 6077](#) at [36].

B.7.1 Full-time, part-time and casual adult RS&R vehicle sales employees—ordinary and penalty rates

	Full-time and part-time employees	Casual employees		
		Monday to Saturday	Sunday	Public holidays
	All hours ¹	% of minimum hourly rate		
	100%	125%	125% + 100% of standard hourly rate 200%	275%
	\$	\$	\$	\$
RS&R Level 4 Vehicle salesperson (less than 6 months experience)	21.54	26.93	42.08 49.63	59.24
RS&R Level 6 Vehicle salesperson (more than 6 months experience)	22.70	28.38	45.45 1.08	62.43

Commented [FWC66]: Minimum hourly rate in cl 16.2.

Commented [FWC67]: Relevant percentage in cl 28.2.

¹ Full-time and part-time employees are entitled to the additional payments specified in clause 28.3 for work performed on Sundays, RDOs or half-days off, and public holidays.

B.7.2 Full-time, part-time and casual junior RS&R vehicle sales employees—ordinary and penalty rates

The **junior hourly rate** is based on a percentage of:

- for junior employees with less than ~~six~~6 months experience—the Level 1 adult rate in accordance with clause 16.6(a); and
- for junior employees with more than ~~six~~6 months experience—the Level 4 adult rate in accordance with clause ~~16.6~~16.6(c).

Age	Full-time and part-time employees	Casual employees		
		All hours ¹	Monday to Saturday	Sunday
		% of junior hourly rate		
	100%	125%	125% + 100% of standard hourly rate 200%	275%
	\$	\$	\$	\$
Junior employees with less than six<u>6</u> months experience				
16 years and under	9.26	11.58	18.52 <u>34.28</u>	25.47
17 years	9.75	12.19	19.50 <u>34.89</u>	26.81
18 years	12.18	15.23	24.36 <u>37.93</u>	33.50
19 years	14.62	18.28	29.24 <u>40.98</u>	40.21
20 years	17.06	21.33	34.02 <u>44.03</u>	46.92
Junior employees with more than six<u>6</u> months experience				
16 years and under	10.23	12.79	20.46 <u>35.49</u>	28.13
17 years	10.77	13.46	21.54 <u>36.16</u>	29.62
18 years	13.46	16.83	26.92 <u>39.53</u>	37.02
19 years	16.15	20.19	32.30 <u>42.89</u>	44.41
20 years	18.85	23.56	37.70 <u>46.26</u>	51.84

Commented [FWC68]: For juniors with less than 6 months' experience: Relevant percentage in cl 16.6(a) of the Level 1 minimum weekly rate in cl 16.2, divided by 38. See cl 16.6(a) and cl 16.6(b).

For juniors with more than 6 months' experience: Relevant percentage in cl 16.6(c) of the Level 4 minimum weekly rate in cl 16.2, divided by 38. See cl 16.6(c) and cl 16.6(d).

Commented [FWC69]: Relevant percentage in cl 28.2

¹ Full-time and part-time employees are entitled to the additional payments specified in clause 28.3 for work performed on Sundays, RDOs or half-days off, and public holidays.

Schedule C—Summary of Monetary Allowances

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

See clauses 28.7, 16.4, ~~23.13(a)~~, 18 and 19, for full details of allowances payable under this award.

C.1 All employees

The following allowances are payable to eligible employees employed under this award unless otherwise specified.

C.1.1 Wage-related allowances—all employees

The following wage-related allowances are based on the weekly or hourly standard rate as defined in ~~Schedule H—Definitions—clause 2~~—Definitions as the minimum weekly or hourly rate for a Level R6—Vehicle Industry RS&R tradesperson (or equivalent) Level I (hourly = **\$22.70** or weekly = **\$862.50**).

Allowance	Clause	% of hourly <u>standard rate</u>	% of weekly <u>standard rate</u>	\$	Payable
Leading hand in charge of—3 to 10 employees	18.2	-	4.34	37.43	per week
Leading hand in charge of—11 to 20 employees	18.2	-	6.54	56.41	per week
Leading hand in charge of—more than 20 employees	18.2	-	8.31	71.67	per week
First aid allowance	18.3	-	2.00	17.25	per week
Driver handling money—up to \$20	18.4(b)	7.69	-	1.75	per week
Driver handling money—over \$20 to \$200	18.4(b)	14.06	-	3.19	per week
Driver handling money—over \$200 to \$600	18.4(b)	26.64	-	6.05	per week
Driver handling money—over \$600 to \$1000	18.4(b)	33.79	-	7.67	per week
Driver handling money—over \$1000	18.4(b)	47.79	-	10.85	per week
Confined spaces allowance	18.5	3.69	-	0.84	per hour

Exposure Draft—Vehicle Repair, Services and Retail Award 20XX

Allowance	Clause	% of hourly standard rate	% of weekly standard rate	\$	Payable
Dirty work allowance	18.6(a)	2.86	-	0.65	per hour
Dirty work—minimum per day or shift	18.6(b)	11.20	-	2.54	per day or shift
Hot places allowance—temperature artificially raised to between 46 and 54°C	18.7(a)(i)	2.86	-	0.65	per hour
Hot places allowance—temperature artificially raised over 54°C	18.7(a)(ii)	3.69	-	0.84	per hour
Wet places allowance	18.8	2.56	-	0.58	per hour
Handling glass or slag wool	18.9	3.69	-	0.84	per hour
Handling garbage—vehicle driver or assistant	18.10	2.86	-	0.65	per hour
Working on uncleaned vehicle used for livestock transport	18.11	2.86	-	0.65	per hour
Slicking with carbon black and hand spraying tyres	18.12	4.29	-	0.97	per day
Large tyre fitting—offsite	18.13	4.23	-	0.96	per day
Fork-lifts or cranes— two 2 or more in one lift	18.14	-	0.29	2.50	per day

C.1.2 Expense-related allowances—all employees

Allowance	Clause	\$	Payable
Tool allowance—tradesperson	19.6(a)	11.84	per week
Tool allowance—apprentices—Level 1 or 1st year	19.6(b)	5.03	per week
Tool allowance—apprentices—Level 2 or 2nd year	19.6(b)	6.48	per week
Tool allowance—apprentices—Level 3 or 3rd year	19.6(b)	8.94	per week

Exposure Draft—Vehicle Repair, Services and Retail Award 20XX

Allowance	Clause	\$	Payable
Tool allowance—apprentices— Level 4 or 4th year	19.6(b)	10.38	per week
Meal allowance—more than 1.5 hours' overtime—other than vehicle sales-related duties	19.2(a)	14.34	per meal
Vehicle allowance—other than vehicle sales-related duties	19.3(b)(iv)	0.78	per km
Meal allowance while travelling	19.5(b)(i)	14.34	per meal

C.2 Vehicle industry repair, services and retail employees

C.2.1 Wage-related allowances—Vehicle industry repair, services and retail employees

The following wage-related allowances are based on the weekly or hourly [standard rate](#) as defined in Schedule A—Vehicle Industry RS&R—Skill Level Definitions as the minimum weekly or hourly rate for a Level R6—Vehicle Industry RS&R tradesperson (or equivalent) Level I in clause 16.2 (hourly = \$22.70 or weekly = \$862.50).

Allowance	Clause	% of hourly standard rate	% of weekly standard rate	\$	Payable
Driver of commercial vehicle—per additional complete tonne over 8 tonnes	16.4(a)(i)	-	0.19	1.64	per week
Driver of commercial vehicle—Drawing an empty trailer	16.4(a)(ii)	9.36	-	2.12	per day
Driver of commercial vehicle—Drawing a loaded trailer	16.4(a)(iii)	16.92	-	3.84	per day
Driver driving—of articulated vehicle (per additional complete tonne over 10 tonnes)	16.4(b)	-	0.18	1.55	per week
Driver driving— tow truck	16.4(c)	s-	2.52	21.74	per week

C.2.2 Expense-related allowances—Vehicle industry repair, services and retail employees

Allowance	Clause	\$	Payable
Meal allowance—vehicle salesperson—motor show, agricultural show, or public holiday	28.7(b)(i)	17.01	per midday or evening meal
Meal allowance—vehicle salesperson— showroom or car yard	28.7(b)(i)	17.01	per meal
Use of own motor vehicle allowance—vehicle salesperson—vehicle up to and including 20 hp	28.7(c)(ii)	173.51	per week <u>plus</u> 0.20 per km
Use of own motor vehicle allowance—vehicle salesperson—vehicle over 20 hp	28.7(c)(ii)	192.81	per week <u>plus</u> 0.23 per km
Use of own motor vehicle allowance—vehicle salesperson—Casual use of vehicle	28.7(c)(iv)	0.78	per km

C.3 Method of adjusting expense-related allowances

C.3.1 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.

C.3.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

Schedule D—School-based Apprentices

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

Schedule E—Supported Wage System

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

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

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

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—Agreement 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

Schedule H amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712283](#)

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

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