

The Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 January 2016	<a href="#">Exposure draft</a>	
14 July 2017	Incorporates changes resulting from <a href="#">PR580863</a>	Schedule G
	Incorporates changes resulting from <a href="#">PR582996</a>	14, Schedule I, Schedule J
	Incorporates changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579873</a> , <a href="#">PR579593</a> and <a href="#">PR581528</a>	10, 11, Schedule B, Schedule C, Schedule F
	Incorporates changes resulting from <a href="#">PR585794</a>	5.2, 13.2
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3500</a> , <a href="#">PR592188</a> , <a href="#">PR592343</a> , <a href="#">PR592689</a> , <a href="#">PR593863</a>	10, 11, Schedule B, Schedule C, Schedule D, Schedule F,
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3541</a>	6
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433</a>	1,5, 6, 9, 10, 11, 13, 14, 15, 22, Schedule H
	Correct error	All time worked in excess of the hours as mutually agreed arranged will be overtime and paid for at overtime rates.6.4(e)

Red text indicates changes made to the draft since the previous published version, or issues that remain unresolved. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

## EXPOSURE DRAFT

### Electrical Power Industry Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Electrical Power Industry Award** (the Electrical Power award) as at 15 January 2016. This exposure draft does not seek to amend any entitlements under the Electrical Power award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/226](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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DRAFT

## Part 1—Application and Operation

### 1. Title and commencement

1.1 This award is the *Electrical Power Industry Award 2016*.

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

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

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

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

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

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

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

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

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

### 3. Coverage

3.1 This industry award covers employers throughout Australia in the electrical power industry and their employees in the classifications listed in clause 7 and Schedule A—Classification Descriptions to the exclusion of any other modern award.

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

3.2 In this award, **electrical power industry** means:

- (a) the generation (by whatever means), transmission, distribution and retail supply of electrical power; and

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- (b) the mining, processing and treatment of brown coal (by whatever means) for use in generating electrical power;

and also includes:

- (c) the retail supply of gas and other utility services by an employer whose core business is within clause 3.2(a);
- (d) the provision of temporary labour services used in activities within clauses 3.2(a) and/or (b) by temporary labour personnel principally engaged to perform work at a location where such activities are being performed;

but does not include:

- (e) the generation and/or transmission of power and/or steam that is ancillary or incidental to the employer's activities in another industry (notwithstanding that excess power may sold into the grid).

**3.3** This award does not cover:

- (a) a contractor who is covered by the *Electrical, Electronic and Communications Contracting Award 2016*, the *Building and Construction General On-site Award 2016* or the *Mobile Crane Hiring Award 2016* and the employees of that contractor;
- (b) an employee excluded from award coverage by the Act;
- (c) an employer bound 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.

**3.4** This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

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

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

## **4. Award flexibility**

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**4.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

**4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks’ notice of termination.

**4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

**5. Facilitative provisions**

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

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

5.2 amended in accordance with [PR585794](#).

Clause	Provision	Agreement between an employer and:
8.1(a)	Altering the span of hours	The majority of <b>affected</b> employees
8.2(c)	Shiftworkers—roster cycle	The majority of <b>affected</b> employees
<u>13.2</u>	<u>Time off instead of payment for overtime</u>	<u>An individual</u>
18.2	Substitution of public holidays	An individual or the majority of <b>affected</b> employees

## Part 2—Types of Employment and Classifications

### 6. Types of employment

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

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

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

### 6.3 Full-time employees

A full-time employee works an average of 37.5 hours per week.

### 6.4 Part-time employees

- (a) A part-time employee:
  - (i) works an average of less than the full-time hours of 37.5 per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to full-time employees in the same classification.
- (b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times each day.
- (c) Any agreed variation to the ~~hours~~ **regular pattern** of work will be recorded in writing.
- (d) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 6.5—Casual employees.
- (e) All time worked in excess of the hours as mutually ~~agreed~~ **arranged** will be overtime and paid for at overtime rates.
- (f) For each ordinary hour worked, a part-time employee will be paid no less than the minimum hourly rate of pay for the relevant classification plus any applicable allowances.
- (g) **Minimum days off per roster cycle**

Where a part-time employee works on a roster, the employee will receive a minimum of two days off over the roster cycle multiplied by the number of weeks in the roster cycle.



## 6.5 Casual employees

Casual employment provisions may be affected by [AM2014/197](#).

A Full Bench found a model casual conversion clause should be inserted into modern awards without existing conversion clauses. Any further written submissions, including whether a conversion clause requires adaptation to meet the circumstances of particular awards, are to be filed by 2 August 2017. See [\[2017\] FWCFB 3541](#) at [381]-[382].

- (a) A casual employee is an employee engaged and paid as a casual employee.
- (b) A casual employee must be engaged for a minimum of three hours on each occasion.
- (c) For each hour worked, a casual employee will be paid no less than:
  - the minimum hourly rate of pay for the relevant classification;
  - a casual loading of **25%** of the minimum hourly rate plus; and
  - any applicable allowances.
- (d) Casual loading is paid instead of annual leave, paid personal/carer's leave, public holidays not worked, notice of termination, redundancy benefits and the other **entitlements attributes** of full-time or part-time employment.
- (e) A casual employee is entitled to penalty rates applicable to rostered shifts worked by the employee based on the **ordinary rate of pay minimum hourly rate**.

## 6.6 Casual entitlement to overtime

### (a) Casual shiftworkers

A casual employee working as a shiftworker is entitled to overtime for:

- (i) time worked beyond the end of a shift at the request or direction of the employer; and
- (ii) time worked over a roster cycle in excess of 37.5 hours multiplied by the number of weeks in the roster cycle (where the excess time has not already attracted overtime).

### (b) Casual dayworkers

A casual dayworker is entitled to overtime payment for time worked at the request or direction of the employer in excess of the usual ordinary time day in the employer's establishment.

### (c) Calculation of overtime pay for casual employees

A casual employee is not entitled to the casual loading for time worked and paid as overtime.

## **7. Classifications**

**7.1** Employees are classified in one of the following streams:

- (a) technical stream;
- (b) administrative stream;
- (c) professional/managerial/specialist stream; or
- (d) operations stream.

**7.2** The wage rates at each classification level in clause 10—Minimum wages are minimum entry level rates.

**7.3** Movement between classification levels will be by appointment or promotion to a vacant position, reclassification, or the acquisition of additional skills or competencies in accordance with the requirements for the position as specified in Schedule A—Classification Descriptions and as required by the employer and its business needs.

### **7.4 Pay structure conditions**

- (a) While jobs will be designed to fit a career stream, it is recognised that employees will, from time to time, be required to perform work at or below the current pay level in other career streams for which they hold the requisite skills.
- (b) Performance of duties in a higher pay level is obligatory if requisite skills are held. A higher duties payment may be payable in accordance with clause 10.7.
- (c) Objective testing of skill acquisition and competency will be a prerequisite for pay progression. The objective testing incorporates assessment of employee competency and progress in skills training.

## **Part 3—Hours of Work**

### **8. Ordinary hours and rostering**

#### **8.1 Day workers**

- (a) The span of ordinary hours will be 7.00 am to 6.00 pm, Monday to Friday, or another span as agreed with a majority of affected employees.
- (b) The ordinary hours of work for day workers (an average of 37.5 hours per week) will be worked within the span of hours provided for in clause 8.1(a).
- (c) Day workers may be required to work up to 10 ordinary hours per day.
- (d) Subject to clauses 8.1(a), (b), and (c) the times when ordinary hours are worked by day workers are at the discretion of the employer and may include:
  - (i) a 10 day fortnight—7 hours 30 minutes per day; or
  - (ii) a nine day fortnight—8 hours 20 minutes per day with a rostered day off.

## 8.2 Shiftworkers and rosters

- (a) An employer may require an employee to undertake rostered shiftwork.
- (b) An employer may implement a roster with a cycle length of any period of weeks up to and including 12 weeks.
- (c) A roster with a longer cycle length may be implemented with the agreement of a majority of affected employees.
- (d) A shiftwork employee's ordinary hours are to be averaged over the cycle.
- (e) **Conditions applicable to preparation of rosters**
  - (i) The roster must specify shift starting and finishing times and where time rostered is overtime.
  - (ii) Shifts must not exceed 10 hours in length (including crib time which will be counted as time worked), or 12 hours in length or accordance with clause 8.2(f).
  - (iii) An employee must not be rostered to work more than eight shifts in any nine day period.
  - (iv) An employee must not be rostered to work more than one shift in each 24 hours except at the regular changeover of shifts.
  - (v) Each shiftworker must have a minimum break of 10 hours between shifts.
- (f) **Twelve hour shifts**

An employer may implement 12 hour shifts as part of a two shift 24 hour continuous roster but an employee must not be rostered for more than five 12 hour shifts in any nine day period.
- (g) Subject to clause 21.2, an employer must not change the structure of a roster or implement a new roster unless it has given all affected employees at least four weeks' notice of the change or new roster, or secured the agreement of all affected employees.
- (h) An employer may require an employee to work a different shift or shift roster upon giving 48 hours' notice or a shorter period as is agreed or as operational circumstances reasonably require.
- (i) Employees may exchange shifts and days off by agreement between themselves and subject to the approval of the employer. In these circumstances pay will be as if the work had proceeded according to the roster.

## 8.3 Recall

An employee recalled to work overtime, other than for emergency work, after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of three hours or will be paid for a minimum of three hours' work in circumstances where the employee is engaged for a lesser period.

## **8.4 Call-out**

- (a) An employee called out on emergency work will be entitled to payment from the time of leaving home to commence that work until they return home from the work. The employee must return home within a reasonable time, and payment will be calculated accordingly.
- (b) Payment must not be less than two hours at the appropriate overtime rate.
- (c) For the purposes of clause 8.4(a), an employee called out on emergency work means an employee required to attend to a call-out request on an unscheduled basis outside of normal business/roster hours.

## **8.5 Availability duty and duty officer**

- (a) An employee may be required to make themselves available outside of ordinary working hours on a rostered basis. Employees required to make themselves available include duty officers. Employees will be paid the availability allowance in clause 11.2(a).
- (b) A duty officer will be paid for the time spent working on the telephone whenever the period or periods aggregate to more than 15 minutes per day. Payment is at the applicable penalty rate. A call-out minimum in accordance with clause 8.4 does not apply to time spent on the telephone.
- (c) For each year of continuous rostering on availability duty, an employee will receive an additional week's availability allowance in addition to their annual leave entitlements.

## **8.6 Daylight saving**

- (a) For work performed on a shift that spans the time when daylight saving begins or ends, 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).
- (b) The terms standard time and summer time have the same meaning as in the relevant State or Territory legislation.

# **9. Breaks**

## **9.1 Breaks—day workers**

- (a) An employee who is a day worker will not be required to work more than five hours without an unpaid meal break of at least 30 minutes.
- (b) Paid morning and afternoon tea breaks of 7.5 minutes each will be allowed to day workers.

## **9.2 Breaks—shiftworkers**

- (a) A shiftworker working a shift of less than 10 hours will be entitled to a crib break of 20 minutes which will count as time worked.

- (b) A shiftworker working a shift of 10 hours or longer will be entitled to crib breaks totalling 30 minutes which will count as time worked.

### 9.3 Working without a meal/crib break

- (a) Breaks for all employees will be scheduled by the employer based upon operational requirements to ensure continuity of operations. The employer will not require an employee to work more than five hours before the first meal/crib break is taken or between subsequent meal/crib breaks, if any.

- (b) If at the direction of the employer:

- (i) a day worker is required to work during the normal meal break; or
- (ii) a shiftworker is required to work more than five hours without a crib break,

the employee will be paid **150%** of the minimum hourly rate until a meal/crib break is allowed.

### 9.4 Work which is continuous with ordinary hours

- (a) An employee who is required to work overtime for not less than two hours but not more than four hours before or after working ordinary rostered hours will receive a crib break of 20 minutes during that overtime which will count as time worked. A meal will be provided by the employer or a meal allowance will be paid in accordance with clause 11.3(a).
- (b) Where the overtime is to continue for more than four hours (and after each subsequent four hours) the employee will receive a crib break of 20 minutes which will count as time worked. A meal will be provided by the employer or a meal allowance as per clause 9.4(a).

### 9.5 Called back to work at other times

- (a) An employee who is required to return to work (other than for pre-planned overtime) outside ordinary hours or on a Saturday, Sunday, public holiday or rostered day off will receive a crib break of 20 minutes after four hours and after each subsequent four hours.
- (b) The crib break will count as time worked. A meal will be provided by the employer or a meal allowance paid as per clause 9.4(a).

### 9.6 Rest breaks during overtime

- (a) An employee may take a paid rest break of 20 minutes after each four hours of overtime worked if the employee is required to continue to work after the rest break.

Parties are asked to clarify the interaction between clauses 9.6 and 9.4. Does clause 9.4 only apply to shiftworkers and 9.6 to day workers?

- (b) An employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.

**9.7 Ten hour break**

**(a) Length of the rest period**

When overtime work is necessary it will be arranged **wherever reasonably practicable** ~~where possible~~ for employees to have at least 10 consecutive hours off duty between the work of successive days.

**(b) Where the employee does not get a 10 hour rest**

**(i)** The following conditions apply to an employee (other than a casual employee) who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's ordinary hours of work on one day and the start of the employee's ordinary hours of work on the next day:

- the employee must be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty; and
- there will be no loss of pay for ordinary hours of work time which occur during this absence.

**(ii)** The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 9.7(b)(i):

- the employee must be paid at the relevant overtime rate until the employee is released from duty;
- the employee is then entitled to be absent for 10 consecutive hours; and
- there will be no loss of pay for ordinary hours of work time which occur during this absence.

**(c)** Clauses 9.7(a) and 9.7(b)(ii) apply in the case of employees when rostered for call-out as if eight hours were substituted for 10 hours, when performing other than pre-arranged work.

Parties are asked to confirm whether clause 9.7(d) is correct. While it reflects the pre-reform provision often this clause applies as an exclusion in other awards.

**(d)** These provisions will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:

- (i)** for the purpose of changing shift rosters;
- (ii)** where a shift is worked by arrangement between the employees themselves; or
- (iii)** on a recall or call-out pursuant to clauses 8.3 or 8.4.

## Part 4—Wages and Allowances

### 10. Minimum wages

Rates updated as a result of AWR 2017

- 10.1** The employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

<b>Employee classification</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate<sup>1</sup></b>
	<b>\$</b>	<b>\$</b>
Pay level 1 Technical Grade 1 Administrative Grade 1	718.10	19.15
Pay level 2 Technical Grade 2 Administrative Grade 2 Operations Grade 2	764.20	20.38
Pay level 3 Technical Grade 3 Administrative Grade 3 Operations Grade 3	809.60	21.59
Pay level 4 Technical Grade 4 Administrative Grade 4	886.20	23.63
Pay level 5 Technical Grade 5 Administrative Grade 5 Professional/Manager/Specialist Grade 5 Operations Grade 5	964.30	25.71
Pay level 6 Technical Grade 6 Administrative Grade 6 Operations Grade 6	1042.30	27.79
Pay level 7 Technical Grade 7 Professional/Manager/Specialist Grade 7	1120.30	29.87

Employee classification	Minimum weekly rate	Minimum hourly rate <sup>1</sup>
Operations Grade 7		
Pay level 8 Professional/Manager/Specialist Grade 8 <b>Operations Grade 8</b>	1198.40	31.96
Pay level 9	1276.50	34.04
Pay level 10 Professional/Manager/ Specialist Grade 10 Operations Grade 10	1354.40	36.12
Pay level 11 Professional/Manager/ Specialist Grade 11	1431.20	38.17

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

## 10.2 Apprentices and trainees

(a) The terms of this award apply to apprentices and trainees, subject to the provisions of an applicable contract of apprenticeship or training agreement operating under federal, State or Territory apprenticeship or training. See Schedule D—National Training Wage and Schedule E—School-based Apprentices.

### (b) Apprentices

(i) The minimum weekly wage payable to an apprentice will be the percentage of the standard rate as set out in the following tables:

**Table A**

Apprenticeship commenced before 1 January 2014		
Year of apprenticeship	Apprentice (other than an adult apprentice)	Adult apprentice
% of standard rate		
1st year	42	70
2nd year	55	80
3rd year	75	85
4th year	85	90



**Table B**

<b>Apprenticeship commenced on or after 1 January 2014</b>			
<b>Year of apprenticeship</b>	<b>Apprentice (other than an adult apprentice)</b>		<b>Adult apprentice</b>
	<b>Not completed year 12</b>	<b>Completed year 12</b>	
<b>% of standard rate</b>			
1st year	50	55	80
2nd year	60	65	The highest of 80%, the national minimum wage or the rate for Pay Level 1
3rd year	75	75	The highest of 85%, the national minimum wage or the rate for Pay Level 1
4th year	85	85	The highest of 90%, the national minimum wage or the rate for Pay Level 1

- (ii) On the expiration of an apprenticeship an employee who works in the apprenticed trade will be paid not less than the rate for Pay Level 3.
- (iii) Further, an adult employee who is employed by an employer immediately prior to commencing an apprenticeship with that employer, will not suffer a reduction in the pay the employee was entitled to receive under this award immediately prior to commencing the apprenticeship.
- (iv) Apprentices attending vocational, education and training providers and representing reports of satisfactory achievement will be reimbursed all fees they have paid.
- (v) In addition to the percentage of the rate for Pay Level 3, apprentices will be paid the relevant allowances in clause 11—Allowances.
- (vi) Time spent by an apprentice, ~~other than an apprentice undertaking a school-based apprenticeship,~~ in attending any training and/or 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 subparagraph is subject to the provisions of ~~Schedule D—National Training Wage and~~ Schedule E—School-based Apprentices.
- (vii) 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 incurred by the apprentice in the course of travelling to and from training. This clause 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.

- (viii) For the purposes of this clause, excess reasonable travel costs include 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. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (ix) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received the assistance or their employer has advised them in writing of the availability of the assistance.

### 10.3 Juniors

The terms of this award apply to the employment of juniors. Juniors will be entitled to a percentage of the adult rate. The percentages are:

Age	% of adult rate
18 years or under	73
19 years	83
20 years	93

### 10.4 National training wage

Clause 10.4 substituted per [PR593863](#).

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Electrical Power Industry Award 2010* and not the *Miscellaneous Award 2010*.

### 10.5 School-based apprentices

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

### 10.6 Supported wage system

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

## 10.7 Higher duties

- (a) An employee directed by the employer to carry out the duties of a position classified at a higher pay level for a continuous period of not less than four hours will be paid for the day at the minimum rate for the higher pay level.
- (b) Where an employee has performed higher duties for three months continuously prior to a period of annual leave, personal/carer's leave ~~or a period attracting accident pay~~, the leave ~~or accident pay~~ will be based on the employee's higher duties rate.

## 10.8 Payment of wages

Wages must be paid weekly or fortnightly by electronic funds transfer into employees' bank, building society or credit union accounts.

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.

## 11. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

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

### 11.2 Wage related allowances

#### (a) Availability allowance

Where the employer requires an employee to be available for duty after normal working hours in accordance with an availability roster under clause 8.5 the employee will be paid an allowance as follows:

- (i) 1 in 5 ~~days~~ **weeks** or more rostered on availability duty—**\$145.73** per week; or
- (ii) 1 in 4 ~~days~~ **weeks** or less rostered on availability duty—**\$210.50** per week.

The allowances in clauses 11.2(a) and (b) are payable daily (on a pro rata basis) or weekly.

Parties are asked to make submissions regarding how clause 11.2 applies. Are the rates in (i) and (ii) divided by 5 and 4 respectively for each shift in a week the employee is rostered on availability duty, or is payment made on pro rata basis on the day rostered only?

#### (b) First aid allowance

- (i) An employee who has been trained to provide first aid and is a current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body will be paid **\$15.38** per week if appointed by the employer as a first aid officer.

- (ii) Employees attending a first aid course approved and organised by the employer will be entitled to be paid for the training. Where practical, the training will be conducted during ordinary/rostered hours.

**(c) Power station allowance**

An employee working in a power station will be paid the relevant allowances below:

- (i) Professional, Managerial, Specialist or Administrative employee—**\$16.60** per week;
- (ii) Technical or Operations employee—**\$56.67** per week.

A power station includes all ancillary buildings of the power station such as administrative offices, stores and workshops, power station switchyards and terminal stations.

**(d) Open cut brown coal mine allowance**

An employee will be paid an allowance of **\$89.06** per week when exposed to the conditions and elements existing in an open cut brown coal mine without the protection afforded by an office or motor vehicle.

**(e) Briquette factory allowance**

- (i) An employee required to work in a briquette factory will be paid an allowance of **\$68.82** per week.
- (ii) For the purposes of this allowance a briquette factory includes the wet section, launder areas, collecting conveyors, storage shed, loading shed, bagging hoppers, quality control laboratory, fire stations and all conveyors connecting those buildings. The briquette storage areas also form part of the briquette factory.

**(f) Coal handling allowance**

An employee required to perform work handling coal but who is not entitled to an open cut brown coal mine allowance or briquette factory allowance will be paid an allowance of **\$89.06** per week.

**(g) Transmission allowance**

An employee will be paid an allowance of **\$48.58** per week when required to perform work on overhead or underground power lines or any closely associated plant or equipment for the transmission or distribution of electricity (including substations, transformer stations, public lighting and switchboards or distribution boards).

**11.3 Expense related allowances**

**(a) Meal allowance**

An employee who is entitled to a meal allowance as provided for in clauses 9.4 and 9.5, will be entitled to an employer provided meal or a meal allowance of **\$15.45** per meal.

**(b) Motor vehicle allowance**

An employee who, by prior agreement with the employer, uses a private motor vehicle for work purposes where no company vehicle is provided or available will be paid as follows:

- (i) motor vehicle—**\$0.78** per kilometre; and
- (ii) motorcycle—**\$0.26** per kilometre.

**(c) Tool allowance**

- (i) An employee who is required to supply and maintain a basic tool kit will be paid an allowance of **\$20.11** per week.
- (ii) Notwithstanding clause 11.3(c)(i), the employer will provide all power tools, special purposes tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, Monel metal and similar hard metals.

**(d) Travel**

- (i) When an employer requires an employee to travel in connection with work, the employer must pay all reasonable fares, meals, accommodation and incidental expenses incurred by the employee on business related travel.
- (ii) Where the expenses are not paid directly by the employer, the employer must make payment in advance of an amount of not less than **80%** of the estimated travel expenses.
- (iii) The employer may require the employee to verify expenses through the production of necessary receipts or tax invoices and can require reimbursement of any portion of an amount advanced that is not supported by receipts or tax invoices.
- (iv) Travelling time is to be paid at the minimum hourly rate.

See Schedule C for a summary of monetary allowances.

## **12. Superannuation**

### **12.1 Superannuation legislation**

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

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

## 12.2 Employer contributions

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

## 12.3 Voluntary employee contributions

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

## 12.4 Superannuation fund

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

- (a) AustralianSuper;
- (b) Electricity Industry Superannuation Scheme;
- (c) Energy Super;
- (d) Energy Industry Superannuation Scheme;
- (e) Equisuper Superannuation Fund;
- (f) First State Super;
- (g) NSW Electrical Superannuation Scheme;
- (h) Retirement Benefits Fund;
- (i) Sunsuper;
- (j) 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

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

## Part 5—Penalties and Overtime

### 13. Overtime and penalty rates

#### 13.1 Overtime

Parties are asked to clarify when overtime is payable and whether each day stands alone.

- (a) Overtime is payable at the following rates:

		% of minimum hourly rate
Monday to Saturday—day workers and non-continuous shiftworkers	First two hours	150
	After two hours	200
Monday to Saturday—continuous shiftworkers		200
Sunday		200
Public holiday		250

- (b) Day workers who work overtime on a Saturday, a Sunday or a public holiday will receive a minimum payment of three hours on each occasion.
- (c) Part-time employees may be entitled to overtime in accordance with clause 6.4(e).
- (d) Casual employees may be entitled to overtime in accordance with clause 6.6.
- (e) **For the purposes of calculating overtime each day stands alone.**

#### 13.2 Time off instead of payment for overtime

13.2 substituted in accordance with [PR585794](#)

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE 1: By making an agreement under clause 13.2 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

EXAMPLE 2: By making an agreement under clause 13.2 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to

1.5 hours' time off and payment of 1 hour at **150%** of the minimum hourly rate.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 13.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 13.2 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 13.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 13.2.

### 13.3 Penalty rates

Penalties are payable in respect of ordinary hours at the following rates:

	<b>% of minimum hourly rate</b>
Afternoon shift (where more than one third of rostered ordinary hours are on afternoon shift)	116
Night shift (where more than one third of rostered ordinary hours are on night shift)	122.5



	% of minimum hourly rate
Permanent night shift (where an employee works only night shift)	130
Saturday	150
Sunday	200
Public holiday	250

## Part 6—Leave, Public Holidays and Other NES Entitlements

### 14. Annual leave

14 amended in accordance with [PR582996](#)

**14.1** Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES.

#### 14.2 Definition of shiftworker for NES purposes

Notwithstanding the definition of shiftworker in Schedule H, for the purpose of the NES, a **shiftworker** is an employee:

- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary time shifts on any of the seven days of the week; and
- (b) who is regularly rostered to work on Sundays and public holidays.

#### 14.3 Additional monetary entitlements

- (a) An employee receiving an allowance on a continuous basis will continue to receive the allowance on all annual leave, ~~subject to, in the case of higher duties allowance in clause 10.7, the employee resuming higher duties on completion of the leave.~~

Parties are asked to clarify the interaction of clauses 14.3(a) and 10.7(b). Clause 10.7(b) does not state that the higher duties must resume after the period of leave.

- (b) An employee taking leave will also be entitled to a sum equal to the greater of:
  - (i) **17.5%** of their weekly rate including appropriate allowances (excluding shift penalties and weekend penalty payments); or

Parties are asked to clarify whether the term 'shift allowance' should be replaced with 'shift penalty' in clause 14.9 given the Full Bench comments at [363] to [379] of [\[2017\] FWCFB 3433](#).

- (ii) shift allowance and/or Saturday or Sunday penalty rates according to the employee's roster or projected roster.

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

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

#### 14.4 Illness during a period of annual leave

Subject to the provision of a medical certificate, any period of illness of one day or more occurring during leave may be claimed as ~~personal~~ ~~personal~~/carers leave and either an equivalent period of annual leave will be re-credited, or the employee's period of absence extended.

#### 14.5 Excessive leave accruals: general provision

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

Note: Clauses 14.5 to 14.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the ~~Act~~ ~~Fair Work Act~~.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 14.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 14.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 14.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### 14.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 14.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 14.5, 14.6 or 14.7 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 14.6(b)(i).

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

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

- (a) Clause 14.7 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 14.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 14.6(a) that, when any other paid annual leave arrangements (whether made under clause 14.5, 14.6 or 14.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued **annual** entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 14.5, 14.6 or 14.7 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 14.2) in any period of 12 months.

- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

#### 14.8 Taking of annual leave during shut-down

An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut-down then the employee may be required to take leave without pay.

#### 14.9 Payment on termination of employment

Parties are asked to clarify whether an employee will only be paid out accrued annual leave under clause 14.9.

Parties are asked to clarify whether the term 'shift allowance' should be replaced with 'shift penalty' in clause 14.9.given the Full Bench comments at [363] to [379] of [\[2017\] FWCFB 3433](#).

Upon termination of employment for any reason, an employee will be paid out accrued leave at the ordinary rate of pay applicable to the employee on the date when the employment terminated provided that, if the employee is a shiftworker, the employee will also be paid shift allowance and/or Saturday or Sunday penalty rates according to the employee's roster or projected roster.

#### 14.10 Annual leave in advance

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

Note: An example of the type of agreement required by clause 14.10 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

- (c) The employer must keep a copy of any agreement under clause 14.10 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 14.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### 14.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 14.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 14.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 14.11 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 14.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 14.11 as an employee record.

Note 1: Under section 344 of the ~~Act Fair Work Act~~, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 14.11.

Note 2: Under section 345(1) of the ~~Act Fair Work Act~~, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.11.

Note 3: An example of the type of agreement required by clause 14.11 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

#### 15. Personal/carer's leave and compassionate leave

Parties are asked to clarify whether the supplemented entitlement to 12 days leave in clause 15.2 applies only to personal leave or personal/carer's leave.

- 15.1 Personal/carer's leave and compassionate leave are provided for in the NES. This clause supplements the NES.

- 15.2** The annual ~~personal~~/~~carer's personal~~ leave entitlement is 12 days (inclusive of the NES entitlement).

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

Parental leave and related entitlements are provided for in the NES.

## **17. Community service leave**

Community service leave is provided for in the NES.

## **18. Public holidays**

Public holidays provisions may be affected by [AM2014/301](#)

- 18.1** Public holiday entitlements are provided for in the NES.

### **18.2 Substitution of public holidays**

- (a) An employer and a majority of affected employees or an individual employee may reach agreement to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under the terms of the NES.
- (b) Where a rostered day off falls on a public holiday as prescribed in the NES the next working day will be substituted or another day by written agreement.

### **18.3 Part-day public holidays**

18.3 inserted on 16 September 2016

For provisions in relation to part-day public holidays see Schedule G—2016 Part-day Public Holidays

## **19. Termination of employment**

- 19.1** Notice of termination is provided for in the NES.

### **19.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **19.3 Job search entitlement**

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

## **20. Redundancy**

**20.1** Redundancy pay is provided for in the NES.

### **20.2 Transfer to lower paid duties**

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

### **20.3 Employee leaving during notice period**

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

### **20.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 19.3.

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

### **21. Consultation**

#### **21.1 Consultation regarding major workplace change**

##### **(a) Employers to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer

must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employers to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 21.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

**21.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.



- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## 22. Dispute resolution

- 22.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 22.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 22.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 22.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 22.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 22.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

Parties are to consider the proposed variations regarding 'occupational health and safety' and provide any comments by Friday 28 July 2017. See [\[2017\] FWCFB 3433](#) at [382].

- 22.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable **work health and safety** ~~occupational health and safety~~ legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## 23. Dispute resolution procedure training leave

- 23.1 Subject to clauses 23.7, 23.8 and 23.9 an eligible employee representative is entitled to, and the employer must grant, up to five days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement which provides it is to be read in conjunction with this award.
- 23.2 An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.

- 23.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 23.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 23.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 23.6** Leave of absence granted pursuant to clause 23—Dispute resolution procedure training leave counts as service for all purposes of this award.
- 23.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee:
- (a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and
  - (b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

<b>Number of employees employed by the employer in an enterprise or workplace</b>	<b>Maximum number of eligible employee representatives entitled per year</b>
5–15	1
16–30	2
31–50	3
51–90	4
More than 90	5

- 23.8** Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 23.9** For the purpose of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 22—Dispute resolution applies.

## **Schedule A—Classification Descriptions**

### **A.1 Preamble**

The classification criteria in this schedule provide guidelines to determine the appropriate classification level of persons employed pursuant to this award. In determining the appropriate level, consideration must be given to the typical duties and skills. These are non-exhaustive lists of duties and skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform a range of duties and skills, depending on the particular work allocated. The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se.

### **A.2 Technical Grade**

#### **A.2.1 Technical Grade 1**

An employee who is undertaking structured training so as to enable the employee to perform duties associated with a Power Worker. Such structured training is to be completed within 3 months of appointment to this level.

An employee at this level works under direct supervision, and performs routine duties essentially of a manual nature.

Indicative positions include:

- Plant Operator—a suitably qualified operator of plant and equipment with basic competence/experience;
- Power Worker/Non-trade—an employee who undertakes work of a non-trade nature in accordance with their skills and training e.g. trades assistant, store person, labourer.

#### **A.2.2 Technical Grade 2**

An employee who is continuing structured training so as to enable the employee to perform a broader range of duties associated with a Power Worker.

An employee at this level works under general supervision, either individually or in a team environment and performs a broader range of duties in accordance with their training and skills.

Indicative positions include:

- Skilled Power Worker—an employee who undertakes work in a range of non-trade activities in accordance with their skills and training;
- Mobile Plant Operator—a suitably qualified operator of plant and equipment with general competence/experience.

### **A.2.3 Technical Grade 3**

An employee who has Certificate III qualifications and/or other structured training to enable the employee to perform a broader range of duties which may include basic design work.

An employee at this level works under general supervision, either individually or in a team environment and performs duties in accordance with their training and skills.

Indicative positions include:

- Tradesperson (including Lines/Cable Person);
- Advanced Plant Operator—an employee experienced in the operation in various plant or equipment applications (such as mobile plant) who possesses the appropriate certificate/ticket for that plant or equipment.

### **A.2.4 Technical Grade 4**

An employee who has additional relevant qualifications or equivalent (post trade or technical) and/or other structured training to enable the employee to perform a broader range of duties.

An employee at this level works under general supervision, either individually or in a team environment and performs duties in accordance with their training and skills.

Indicative positions include:

- Special class tradesperson such as substation, instrumentation and control;
- Live Line Glove & Barrier;
- Designer—an employee technically qualified to design distribution and/or transmission systems;
- Engineering Officer—an employee who is technically or trade qualified such as a technical officer or technician who maintains electronic control systems;
- Supervisor (base trades).

### **A.2.5 Technical Grade 5**

An employee who has additional relevant qualifications or equivalent (post trade or technical) and/or other structured training to enable the employee to perform a broader range of duties.

An employee at this level works under technical guidance and limited supervision, either individually or in a team environment and performs duties in accordance with their training and skills.

Indicative positions include:

- Advanced Class Tradesperson such as protection, metering, communications and generation technicians;
- Supervisor (special class trades);

- Experienced Engineering Officer;
- Senior Technical Officer/Senior Technician.

#### **A.2.6 Technical Grade 6**

An employee who has additional relevant qualifications or equivalent (post trade, technical or degree) and/or other structured training to enable the employee to perform a range of technical or supervisory duties.

An employee at this level provides technical guidance and supervision for either individuals or a team and performs duties in accordance with their training and skills.

Indicative positions include:

- Work Group Supervisor.

#### **A.2.7 Technical Grade 7**

An employee who has additional relevant qualifications or equivalent (post trade, technical or degree) and/or other structured training to enable the employee to perform a range of engineering or technical duties with greater expertise or specialisation.

An employee at this level provides expert technical guidance for either individuals or a team and performs duties in accordance with their training and skills.

Indicative positions include:

- Senior Engineering Officer;
- Principal Technical Officer.

### **A.3 Administrative Grade**

#### **A.3.1 Administrative Grade 1**

Positions at this grade provide a defined service. Roles are typically administrative/support roles in which employees undertake work in accordance with specifications, guidelines or instructions under direct supervision.

Indicative positions include:

- Meter Reader—an employee with basic numeracy and literacy skills to read devices used to monitor and record the usage of electricity;
- Office Assistant/Receptionist.

#### **A.3.2 Administrative Grade 2**

An employee who is continuing structured training so as to enable the employee to perform a broader range of duties associated with an administrative function.

An employee at this level works under general supervision, either individually or in a team environment and performs a broader range of duties in accordance with their training and skills.

Indicative positions include:

- Administrative Officer—an employee with experience and/or relevant training to enable them to perform a range of basic administrative or financial tasks including use of appropriate technology;
- Customer Service Officer—an employee with good interpersonal, computing and telephone skills to operate in a call centre environment.

### **A.3.3 Administrative Grade 3**

An employee who has Certificate III qualifications or equivalent to enable the employee to perform a broader range of administrative duties.

An employee at this level works under general supervision, either individually or in a team environment and performs duties in accordance with their training and skills.

Indicative positions include:

- Administrative Officer—an employee who maintains records, journals or utilises computer packages or records relating to invoices, payroll data, petty cash etc.

### **A.3.4 Administrative Grade 4**

An employee who has additional relevant qualifications or equivalent to enable the employee to perform a broader range of administrative duties.

An employee at this level works under general supervision, either individually or in a team environment and performs duties in accordance with their training and skills. An employee may perform supervisory functions within the scope of the level and assist subordinate employees with on the job training.

Indicative positions include:

- Purchasing/Procurement Officer;
- HR Officer/Adviser;
- Payroll/Accounts Officer.

### **A.3.5 Administrative Grade 5**

An employee who has additional relevant qualifications or equivalent to enable the employee to perform an extensive range of administrative duties. This may require the application of specialist training or extensive experience to interpret advanced or complex problems.

An employee at this level works under limited supervision, either individually or in a team environment and performs duties in accordance with their training and skills.

Indicative positions include:

- Senior Administrative Officer—an employee with extensive experience and/or relevant qualifications enabling them to perform administrative or financial tasks or project coordination. This may include guidance, supervision or instruction to employees at lower levels.

### **A.3.6 Administrative Grade 6**

An employee who has higher level qualifications or equivalent to enable the employee to perform a high level range of administrative duties or supervisory functions.

An employee at this level provides expertise in administrative guidance and supervision for either individuals or a team and performs duties in accordance with their training and skills.

Indicative positions include:

- Senior Administrative Officer;
- Senior Finance Officer;
- Administrative Team Leader.

## **A.4 Professional/Managerial/Specialist Grade**

### **A.4.1 Professional/Managerial/Specialist Grade 5**

A professional employee at this level possesses qualifications required for their discipline (for example accounting, engineering, human resources, information technology, science, management or other relevant discipline).

A professional employee at this level undertakes initial professional tasks of limited scope and complexity. Under supervision from higher level professional employees as to method of approach and requirements, the professional employee performs normal professional work and exercises individual judgment and initiative in the application of professional principles, techniques and methods.

The professional employee may assign and check work of technical employees assigned to work on a common project.

### **A.4.2 Professional/Managerial/Specialist Grade 7**

A professional employee at this level performs duties requiring the application of mature knowledge. The employee is an experienced professional who plans and conducts work without detailed supervision but with guidance on unusual features of work and who is usually engaged on more responsible assignments.

An employee may plan, direct, co-ordinate and supervise the work of other professional or technical employees.

A managerial or specialist employee at this level works independently as a specialist and or a senior member of a project team, exercising limited managerial responsibility where they are accountable for output.

### **A.4.3 Professional/Managerial/Specialist Grade 8**

An employee at this level takes initiative, makes independent decisions and formulates policies and procedures within established frameworks to obtain the best performance and results. Duties are assigned in broad objectives and are reviewed for policy, soundness of approach, accomplishment and effectiveness. An employee may

plan, direct, manage, co-ordinate and supervise the work of other employees including administrative, professional, specialist or technical employees.

The employee may be a team leader having broad understanding spanning more than one professional field of work, or be a recognised authority within a particular specialised field of expertise, or both.

The employee gives expert technical advice to management and other units and takes responsibility for development and provision of systems, facilities and functions.

#### **A.4.4 Professional/Managerial/Specialist Grade 10**

An employee at this level undertakes professional, managerial or specialist work involving considerable independence, originality, ingenuity and judgment in their discipline. Duties are assigned in broad objectives and are reviewed for policy, soundness of approach, accomplishment and effectiveness.

The employee translates broader corporate objectives, strategies and policies into specific objectives, strategies and policies realisable by the organisation unit.

#### **A.4.5 Professional/Managerial/Specialist Grade 11**

An employee at this level undertakes professional, managerial or specialist work involving a high degree of independence, originality, ingenuity and judgment in their discipline.

Duties are assigned in broad objectives and are reviewed for policy, soundness of approach, accomplishment and effectiveness. An employee may plan, direct, manage, co-ordinate and supervise the work of other employees including administrative, professional, specialist or technical employees.

The employee may manage a diverse group of people to expected outcomes within established organisational protocols.

The employee may be a recognised expert in a specialist field of crucial importance and takes overall responsibility for the provision and control of systems, resources, facilities, functions and major investigations. The employee provides expert advice to senior levels to enable decisions to be made which affect significant programs. The employee would influence policy and strategy and normally formulate it.

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

#### **A.5.1 Operations Grade 2**

An employee at this level works under general supervision, either individually or in a team environment and performs duties in accordance with their training and skills.

Indicative positions include:

- Mine Operator—operates complex mining equipment and large machinery.

#### **A.5.2 Operations Grade 3**

An employee at this level works under general supervision, either individually or in a team environment and performs duties in accordance with their training and skills.



Indicative positions include:

- Dredge Driver—an employee who has been trained and tested to a competent level in all facets of working with and operating large earth moving and coal digging machinery in an open cut mine.

### **A.5.3 Operations Grade 5**

An employee at this level works under direct technical guidance and supervision, either individually or in a team environment and performs duties in accordance with their training and skills. The employee is directly engaged in the control and operation of electricity generation (ancillary plant), transmission and or distribution systems. The employee is engaged in tasks including but not limited to monitoring, operating and non-technical maintenance of plant and equipment, and training, supervising and co-ordinating for the above.

Indicative positions include:

- Ancillary Plant Operator (coal plant operator; ash and dust operator);
- System Control Room Operator/System Operator;
- Fault Analysis Officer;
- Plant Controller/Control Room Operator—an employee qualified to operate or control plant/network/distribution systems under supervision.

### **A.5.4 Operations Grade 6**

An employee at this level works under general technical guidance and supervision, either individually or in a team environment and performs duties in accordance with their training and skills. The employee is engaged in the control and operation of complex electricity transmission and/or distribution systems. The employee is engaged in tasks including but not limited to monitoring, operating and maintenance of plant and equipment, and training, supervising and co-ordinating for the above.

Indicative positions include:

- System Control Room Operator/System Operator.

### **A.5.5 Operations Grade 7**

An employee at this level works under limited technical guidance and supervision, either individually or in a team environment and performs duties in accordance with their training and skills. The employee is engaged in the control and operation of more complex electricity generation, transmission and or distribution systems. The employee is engaged in tasks including but not limited to monitoring, operating and maintenance of plant and equipment, and training, supervising and co-ordinating for the above.

Indicative positions include:

- Power Station Plant Operator;
- System Operator.

#### **A.5.6 Operations Grade 8**

An employee at this level provides technical guidance and supervision and performs duties in accordance with their training and skills. The employee is directly responsible for the control and operation of electricity generation units, transmission, distribution systems or the management of mine operations. The employee is engaged in tasks including but not limited to monitoring and control, maintenance of plant and equipment, and training, supervising and co-ordinating for the above.

Indicative positions include:

- Mine Shift Manager;
- Power Station Plant Controller—an employee qualified to operate and control unitised power plant and supervise personnel;
- System/Network Controller—an employee with appropriate technical qualification who operates a complex distribution and/or transmission network.

#### **A.5.7 Operations Grade 10**

An employee at this level provides high level technical guidance and supervision and performs duties in accordance with their training and skills. The employee manages on-shift operations of large power stations and has extensive industry experience.

Indicative positions include:

- Power Station Shift Manager.

## Schedule B—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2017 – clause headings updated to reflect table content

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

The hourly rates in Schedule B are based on a 37.5 hour week.

### B.1 Full-time and part-time adult employees

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

	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Pay Level 1	19.15	28.73	38.30	47.88
Pay Level 2	20.38	30.57	40.76	50.95
Pay Level 3	21.59	32.39	43.18	53.98
Pay Level 4	23.63	35.45	47.26	59.08
Pay Level 5	25.71	38.57	51.42	64.28
Pay Level 6	27.79	41.69	55.58	69.48
Pay Level 7	29.87	44.81	59.74	74.68
Pay Level 8	31.96	47.94	63.92	79.90
Pay Level 9	34.04	51.06	68.08	85.10
Pay Level 10	36.12	54.18	72.24	90.30
Pay Level 11	38.17	57.26	76.34	95.43

#### B.1.2 Full-time and part-time adult employees—shiftwork rates

	Afternoon shift	Night shift	Permanent night shift
	% of minimum hourly rate		
	116%	122.5%	130%
	\$	\$	\$
Pay Level 1	22.21	23.46	24.90
Pay Level 2	23.64	24.97	26.49
Pay Level 3	25.04	26.45	28.07
Pay Level 4	27.41	28.95	30.72

**Exposure draft – Electrical Power Industry Award 2016**

	<b>Afternoon shift</b>	<b>Night shift</b>	<b>Permanent night shift</b>
	<b>% of minimum hourly rate</b>		
	<b>116%</b>	<b>122.5%</b>	<b>130%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pay Level 5	29.82	31.49	33.42
Pay Level 6	32.24	34.04	36.13
Pay Level 7	34.65	36.59	38.83
Pay Level 8	37.07	39.15	41.55
Pay Level 9	39.49	41.70	44.25
Pay Level 10	41.90	44.25	46.96
Pay Level 11	44.28	46.76	49.62

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

	<b>Day workers and non-continuous shiftworkers</b>		<b>Continuous shiftworkers</b>	<b>All employees</b>	
	<b>Monday to Saturday—first two hours</b>	<b>Monday to Saturday—after two hours</b>	<b>Monday to Saturday—all hours</b>	<b>Sunday</b>	<b>Public holidays</b>
	<b>% of minimum hourly rate</b>				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pay Level 1	28.73	38.30	38.30	38.30	47.88
Pay Level 2	30.57	40.76	40.76	40.76	50.95
Pay Level 3	32.39	43.18	43.18	43.18	53.98
Pay Level 4	35.45	47.26	47.26	47.26	59.08
Pay Level 5	38.57	51.42	51.42	51.42	64.28
Pay Level 6	41.69	55.58	55.58	55.58	69.48
Pay Level 7	44.81	59.74	59.74	59.74	74.68
Pay Level 8	47.94	63.92	63.92	63.92	79.90
Pay Level 9	51.06	68.08	68.08	68.08	85.10
Pay Level 10	54.18	72.24	72.24	72.24	90.30
Pay Level 11	57.26	76.34	76.34	76.34	95.43

**B.2 Casual adult employees****B.2.1 Casual adult employees—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	\$	\$	\$	\$
Pay Level 1	23.94	33.51	43.09	52.66
Pay Level 2	25.48	35.67	45.86	56.05
Pay Level 3	26.99	37.78	48.58	59.37
Pay Level 4	29.54	41.35	53.17	64.98
Pay Level 5	32.14	44.99	57.85	70.70
Pay Level 6	34.74	48.63	62.53	76.42
Pay Level 7	37.34	52.27	67.21	82.14
Pay Level 8	39.95	55.93	71.91	87.89
Pay Level 9	42.55	59.57	76.59	93.61
Pay Level 10	45.15	63.21	81.27	99.33
Pay Level 11	47.71	66.80	85.88	104.97

**B.2.2 Casual adult employees—shiftwork rates**

	Afternoon shift	Night shift	Permanent night shift
	% of minimum hourly rate		
	<b>141%</b>	<b>147.5%</b>	<b>155%</b>
	\$	\$	\$
Pay Level 1	27.00	28.25	29.68
Pay Level 2	28.74	30.06	31.59
Pay Level 3	30.44	31.85	33.46
Pay Level 4	33.32	34.85	36.63
Pay Level 5	36.25	37.92	39.85
Pay Level 6	39.18	40.99	43.07
Pay Level 7	42.12	44.06	46.30
Pay Level 8	45.06	47.14	49.54
Pay Level 9	48.00	50.21	52.76
Pay Level 10	50.93	53.28	55.99
Pay Level 11	53.82	56.30	59.16

## Schedule C—Summary of Monetary Allowances

Monetary amounts in this schedule adjusted as a result of AWR 2017

See clause 11 for full details of allowances payable under this award.

### C.1 Wage related allowances

The wage-related allowances in this award are based on the standard rate as defined in clause Schedule H as the minimum weekly wage for classification at Pay Level 3 in clause 10 = **\$783.70**

Allowance	Clause	% of standard rate \$783.70	\$ per week
Availability allowance—1 in 5 days or more	11.2(a)(i)	18.00	145.73
Availability allowance—1 in 4 days or less	11.2(a)(ii)	26.00	210.50
First aid allowance	11.2(b)	1.90	15.38
Power station allowance:			
Professional, managerial, specialist or administrative employees	11.2(c)(i)	2.05	16.60
Technical or operations employees	11.2(c)(ii)	7.00	56.67
Open cut brown coal mine allowance	11.2(d)	11.00	89.06
Briquette factory allowance	11.2(e)	8.50	68.82
Coal handling allowance	11.2(f)	11.00	89.06
Transmission allowance—work on overhead/underground power lines or associated plant or equipment	11.2(g)	6.00	48.58

#### C.1.1 Adjustment of wage related allowances

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

## C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.3:

Allowance	Clause	\$
Meal allowance	11.3(a)	15.45 per meal
Motor vehicle allowance:		
Motor vehicle	11.3(b)(i)	0.78 per km
Motorcycle	11.3(b)(ii)	0.26 per km
Tool allowance	11.3(c)	20.11 per week

### C.2.1 Adjustment of expense related allowances

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

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

**Schedule D—National Training Wage**

This schedule was reviewed in matter [AM2016/17](#).

The schedule was deleted by [PR593863](#).

DRAFT



## Schedule E—School-based Apprentices

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

## Schedule F—Supported Wage System

Schedule F updated in accordance with [PR592689](#).

**F.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.

**F.2** In this schedule:

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

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

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

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

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

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

### **F.3 Eligibility criteria**

**F.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.

**F.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.

## F.4 Supported wage rates

F.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 F.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

F.4.2 Provided that the minimum amount payable must be not less than **\$84** per week.

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

## F.5 Assessment of capacity

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

F.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.

## F.6 Lodgement of SWS wage assessment agreement

F.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.

F.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.

## **F.7 Review of assessment**

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

## **F.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.

## **F.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.

## **F.10 Trial period**

**F.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**F.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.

**F.10.3** The minimum amount payable to the employee during the trial period must be no less than \$84 per week.

**F.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**F.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 F.5.

## Schedule G—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#).

Schedule G amended in accordance with [PR580863](#)

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

- G.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) 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 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 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 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 G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
  - (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

This schedule is an interim provision and subject to further review.

## Schedule H—Definitions

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

In this award, unless the contrary intention appears:

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

**adult apprentice** means a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 10.2 of this award

**afternoon shift** means any shift (other than a 12 hour shift) finishing after 6.00 pm and at or before midnight

**apprentice** means a person who has entered into a training contract for an apprenticeship in accordance with clause 10.2 of this award

**continuous shiftworker** means an employee working shiftwork covering 24 hours a day, seven days per week

**day shift** means any shift other than an afternoon or night shift

**day worker** means an employee whose ordinary hours are worked between Monday and Friday and within the span of hours in clause 8.1(a)

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

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

**electrical power industry** ~~is defined~~ has the meaning given in clause 3.2

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

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

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

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

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

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

**non-continuous shiftworker** means an employee working shiftwork other than shifts covering 24 hours a day, seven days per week

**shiftworker** means an employee who works on a shift roster (except that for the purposes of the NES **shiftworker** has the different meaning given in clause 14.2)

**standard rate** means the minimum weekly rate for classification at Pay Level 3 in clause 10.1

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

Schedule I—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582996](#)

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

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

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

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

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

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

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

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

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

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

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

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

**I agree that:**

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

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

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

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



## Schedule J—Agreement to Cash Out Annual Leave

Schedule J—Agreement to Cash Out Annual Leave inserted in accordance with [PR582996](#).

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\_\_\_\_