



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/226)

ELECTRICAL POWER INDUSTRY AWARD 2010

[MA000088]

Electrical power industry

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Electrical Power Industry Award 2010 – modern award varied.

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

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

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

PRESIDENT

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Electrical Power Industry Award 20XX

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Part 1—Application and Operation of this Award

1. Title and commencement

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

2. Definitions

In this award, unless the contrary intention appears:

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

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 15.2 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 15.2 of this award

continuous shiftworker means an employee working shiftwork covering 24 hours a day, 7 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 13.1(a)

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

electrical power industry has the meaning given in clause 4.2

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 the [Act](#)

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, 7 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 21.2)

standard rate means the minimum weekly rate for classification at Pay Level 3 in clause 15—Minimum rates

3. The National Employment Standards and this award

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

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

3.3 The employer must ensure that copies of 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.

4. Coverage

4.1 This industry award covers employers throughout Australia in the electrical power industry and their employees in the classifications listed in clause 12—Classifications and Schedule A—Classification Descriptions to the exclusion of any other modern award.

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

- (a) the generation (by whatever means), transmission, distribution and retail supply of electrical power; and
- (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 4.2(a);
- (d) the provision of temporary labour services used in activities within clauses 4.2(a) and/or 4.2(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).

4.3 This award does not cover:

- (a) a contractor who is covered by the *Electrical, Electronic and Communications Contracting Award 20XX*, the *Building and Construction General On-site Award 20XX* or the *Mobile Crane Hiring Award 20XX* 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.

4.4 This award covers employers which provide group training services for apprentices and trainees engaged in the electrical power industry and/or parts of that industry 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. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 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.

5. Individual flexibility arrangements

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

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

(e) annual leave loading.

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

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

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

(a) give the employee a written proposal; and

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

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

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

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

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

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

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

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

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

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

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

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

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

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

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

6.5 Dispute resolution

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

7. Facilitative provisions

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

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

Clause	Provision	Agreement between an employer and:
13.1(a)	Altering the span of hours	The majority of affected employees
13.2(c)	Shiftworkers—roster cycle	The majority of affected employees
19.6	Time off instead of payment for overtime	An individual
21.10	Annual leave in advance	An individual
21.11	Cashing out of annual leave	An individual
26.2	Substitution of public holidays	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

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

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee:

- (a) works an average of less than the full-time hours of 37.5 per week;
- (b) has reasonably predictable hours of work; and

- (c) receives, on a pro rata basis, equivalent pay and conditions to full-time employees in the same classification.

10.2 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.

10.3 Any agreed variation to the regular pattern of work will be recorded in writing.

10.4 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 11—Casual employees.

10.5 All time worked in excess of the hours as mutually arranged will be overtime and paid for at overtime rates.

10.6 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.

10.7 Minimum days off per roster cycle

Where a part-time employee works on a roster, the employee will receive a minimum of 2 days off over the roster cycle multiplied by the number of weeks in the roster cycle.

11. Casual employees

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

11.2 A casual employee must be engaged for a minimum of 3 hours on each occasion.

11.3 For each hour worked, a casual employee will be paid no less than:

- (a) the minimum hourly rate of pay for the relevant classification;
- (b) a casual loading of **25%** of the minimum hourly rate plus; and
- (c) any applicable allowances.

11.4 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 attributes of full-time or part-time employment.

11.5 A casual employee is entitled to penalty rates applicable to rostered shifts worked by the employee based on the minimum hourly rate.

11.6 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.

11.7 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.7 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in clause 11.7(b);

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- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 29—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.7, the employer and employee must discuss and record in writing:

 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.7.
- (o) Nothing in clause 11.7 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.7 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.7 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.7 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.7(q).

12. Classifications

12.1 Employees are classified in one of the following streams:

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

12.2 The wage rates at each classification level in clause 15—Minimum rates are minimum entry level rates.

12.3 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.

12.4 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 15.5.
- (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

13. Ordinary hours of work and rostering

13.1 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 13.1(a).
- (c) Day workers may be required to work up to 10 ordinary hours per day.
- (d) Subject to clauses 13.1(a), 13.1(b), and 13.1(c) the times when ordinary hours are worked by day workers are at the discretion of the employer and may include:
 - (i) a ten day fortnight—7 hours 30 minutes per day; or
 - (ii) a 9 day fortnight—8 hours 20 minutes per day with a rostered day off.

13.2 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 13.2(f).
 - (iii) An employee must not be rostered to work more than 8 shifts in any 9 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 2 shift 24 hour continuous roster but an employee must not be rostered for more than 5 12 hour shifts in any 9 day period.

(g) Subject to clause 27.2, an employer must not change the structure of a roster or implement a new roster unless it has given all affected employees at least 4 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.

13.3 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 3 hours or will be paid for a minimum of 3 hours' work in circumstances where the employee is engaged for a lesser period.

13.4 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 2 hours at the appropriate overtime rate.

(c) For the purposes of clause 13.4(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.

13.5 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 17.1.

(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 13.4 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.

13.6 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.

14. Breaks

14.1 Breaks—day workers

- (a) An employee who is a day worker will not be required to work more than 5 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.

14.2 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.

14.3 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 5 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 5 hours without a crib break, the employee will be paid **150%** of the minimum hourly rate until a meal/crib break is allowed.

14.4 Work which is continuous with ordinary hours

- (a) An employee who is required to work overtime for not less than 2 hours but not more than 4 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 17.2(a).

- (b) Where the overtime is to continue for more than 4 hours (and after each subsequent 4 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 14.4(a).

14.5 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 4 hours and after each subsequent 4 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 14.4(a).

14.6 Rest breaks during overtime

- (a) An employee may take a paid rest break of 20 minutes after each 4 hours of overtime worked if the employee is required to continue to work after the rest break.
- (b) An employer and an employee may agree to any variation of clause 14.6 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 clause 14.6.

14.7 Ten hour break

(a) Length of the rest period

When overtime work is necessary it will be arranged wherever reasonably practicable 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 14.7(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 14.7(a) and 14.7(b)(ii) apply in the case of employees when rostered for call-out as if 8 hours were substituted for 10 hours, when performing other than pre-arranged work.
- (d) These provisions will apply in the case of shiftworkers as if 8 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 13.3 or 13.4.

Part 4—Wages and Allowances

15. Minimum rates

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

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate ¹
	\$	\$
Pay level 1 Technical Grade 1 Administrative Grade 1	765.50	20.41
Pay level 2 Technical Grade 2 Administrative Grade 2 Operations Grade 2	814.60	21.72
Pay level 3 Technical Grade 3 Administrative Grade 3 Operations Grade 3	863.00	23.01

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Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate¹
Pay level 4 Technical Grade 4 Administrative Grade 4	944.70	25.19
Pay level 5 Technical Grade 5 Administrative Grade 5 Professional/Manager/Specialist Grade 5 Operations Grade 5	1,028.00	27.41
Pay level 6 Technical Grade 6 Administrative Grade 6 Operations Grade 6	1,111.20	29.63
Pay level 7 Technical Grade 7 Professional/Manager/Specialist Grade 7 Operations Grade 7	1,194.30	31.85
Pay level 8 Professional/Manager/Specialist Grade 8 Operations Grade 8	1,277.50	34.07
Pay level 9	1,360.80	36.29
Pay level 10 Professional/Manager/Specialist Grade 10 Operations Grade 10	1,443.90	38.50
Pay level 11 Professional/Manager/Specialist Grade 11	1,525.70	40.69

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

15.2 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—School-based Apprentices.

(b) Apprentice rates

(i) The minimum weekly rate 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

Apprenticeship commenced on or after 1 January 2014			
Year of apprenticeship	Apprentice (other than an adult apprentice)		Adult apprentice
	Not completed year 12	Completed year 12	
	% of standard rate		
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 17—Allowances.
- (vi) Time spent by an apprentice 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. Clause 15.2(b) is subject to the provisions of Schedule D—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. Clause 15.2(b)(vii) 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 clause 15.2(b)(vii), 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 clause 15.2(b)(vii) 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 clause 15.2(b)(vii) 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.

15.3 Junior rates

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

15.4 School-based apprentices

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

15.5 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 4 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 3 months continuously prior to a period of annual leave, personal/carer's leave, the leave will be based on the employee's higher duties rate.

15.6 Supported wage system

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

15.7 National training wage

- (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 2019. 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*.

16. Payment of wages

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

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

16.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the [NES](#).

(b) The requirement to pay wages and other amounts under clause 16.2(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 16.2(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.2. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

17. Allowances

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

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

17.1 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 13.5 the employee will be paid an allowance as follows:

- (i) 1 in 5 weeks or more rostered on availability duty—**\$155.34** per week; or
- (ii) 1 in 4 weeks or less rostered on availability duty—**\$224.38** per week.

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

(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 **\$16.40** 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—**\$17.69** per week;
- (ii) Technical or Operations employee—**\$60.41** 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 **\$94.93** 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 **\$73.36** 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 **\$94.93** per week.

(g) Transmission allowance

An employee will be paid an allowance of **\$51.78** 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).

17.2 Expense-related allowances

(a) Meal allowance

An employee who is entitled to a meal allowance as provided for in clauses 14.4 and 14.5, will be entitled to an employer provided meal or a meal allowance of **\$16.27** 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 17.2(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—Summary of Monetary Allowances for a summary of monetary allowances.

18. Superannuation

18.1 Superannuation legislation

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

18.2 Employer contributions

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

18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

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

- (a) 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—Overtime and Penalty Rates

19. Overtime

19.1 Overtime is payable at the following rates:

		% of minimum hourly rate
Monday to Saturday—day workers and non-continuous shiftworkers	First 2 hours	150
	After 2 hours	200
Monday to Saturday—continuous shiftworkers		200
Sunday		200
Public holiday		250

19.2 Day workers who work overtime on a Saturday, a Sunday or a public holiday will receive a minimum payment of 3 hours on each occasion.

19.3 Part-time employees may be entitled to overtime in accordance with clause 10.5.

19.4 Casual employees may be entitled to overtime in accordance with clause 11.6.

19.5 For the purposes of calculating overtime each day stands alone.

19.6 Time off instead of payment for overtime

- (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 19.6 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 19.6 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 19.6 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 clause 19.6(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 19.6 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 19.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.6.

20. Penalty Rates

20.1 Penalty rates

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

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

Part 6—Leave and Public Holidays

21. Annual leave

21.1 Annual leave is provided for in the [NES](#). Clause 21 supplements or deals with matters incidental to the [NES](#).

21.2 Definition of shiftworker for NES purposes

Notwithstanding the definition of shiftworker in clause 2—Definitions, 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 7 days of the week; and
- (b) who is regularly rostered to work on Sundays and public holidays.

21.3 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 15.5, the employee resuming higher duties on completion of the 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

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

21.4 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/carer's leave and either an equivalent period of annual leave will be re-credited, or the employee's period of absence extended.

21.5 Excessive leave accruals: general provision

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

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 21.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 21.6(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 21.6(a) that is in effect.
 - (d) An employee to whom a direction has been given under clause 21.6(a) may request to take a period of paid annual leave as if the direction had not been given.

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

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

21.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 21.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 21.6(a) that, when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 21.7(a) must not:
 - (i) if granted, result in the employee's remaining accrued 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 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 21.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 21.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 21.7(a).

21.8 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.

21.9 Payment on termination of employment

Upon termination of employment for any reason, an employee will be paid out accrued annual leave at the minimum hourly rate 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 penalty and/or Saturday or Sunday penalty rates according to the employee's roster or projected roster.

21.10 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 21.10 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 21.10 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 21.10, 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.

21.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.11.
- (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 21.11 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 21.11 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 21.11 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.11.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.11.

NOTE 3: An example of the type of agreement required by clause 21.11 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

22. Personal/carer's leave and compassionate leave

22.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#). Clause 22 supplements the [NES](#).

22.2 The annual personal/carer's leave entitlement is 12 days (inclusive of the [NES](#) entitlement).

23. Parental leave and related entitlements

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

24. Community service leave

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

25. Unpaid family and domestic violence leave

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

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

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

26. Public holidays

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

26.2 Substitution of public holidays

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

26.3 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

27.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 27.2** For the purposes of the discussion under clause 27.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 27.3** Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 27.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).
- 27.5** In clause 27 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 27.6** Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

28. Consultation about changes to rosters or hours of work

- 28.1** Clause 28 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 28.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 28.3** For the purpose of the consultation, the employer must:
- (a)** provide to the employees and representatives mentioned in clause 28.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b)** invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 28.4** The employer must consider any views given under clause 28.3(b).
- 28.5** Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Dispute resolution

- 29.1** Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 29.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 29.3** If the dispute is not resolved through discussion as mentioned in clause 29.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 29.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.
- 29.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 29.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 29.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 29.

- 29.8** While procedures are being followed under clause 29 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 29.9** Clause 29.8 is subject to any applicable work health and safety legislation.

NOTE: Dispute resolution procedure training leave is provided for in clause 30.

30. Dispute resolution procedure training leave

- 30.1** Subject to clauses 30.7, 30.8 and 30.9 an eligible employee representative is entitled to, and the employer must grant, up to 5 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.
- 30.2** An eligible employee representative must give the employer 6 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.
- 30.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 30.4** 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.
- 30.5** 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.
- 30.6** Leave of absence granted pursuant to clause 30 counts as service for all purposes of this award.
- 30.7** 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:

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

- 30.8** 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.
- 30.9** 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 6 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 29—Dispute resolution applies.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

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

31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

Column 1	Column 2
Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
More than 5 years	4 weeks

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

- (c) In clause 31.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 31.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 31.1(b), then no deduction can be made under clause 31.1(d).
- (f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.

31.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

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

32.1 Transfer to lower paid duties on redundancy

- (a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).

- (c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

32.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

32.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.2.

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

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				
Technical Grade 1	20.41	30.62	40.82	51.03
Administrative Grade 1	20.41	30.62	40.82	51.03
Pay Level 2				
Technical Grade 2	21.72	32.58	43.44	54.30
Administrative Grade 2	21.72	32.58	43.44	54.30
Operations Grade 2	21.72	32.58	43.44	54.30
Pay Level 3				
Technical Grade 3	23.01	34.52	46.02	57.53
Administrative Grade 3	23.01	34.52	46.02	57.53
Operations Grade 3	23.01	34.52	46.02	57.53
Pay Level 4				
Technical Grade 4	25.19	37.79	50.38	62.98
Administrative Grade 4	25.19	37.79	50.38	62.98
Pay Level 5				
Technical Grade 5	27.41	41.12	54.82	68.53
Administrative Grade 5	27.41	41.12	54.82	68.53
Professional/Manager/ Specialist Grade 5	27.41	41.12	54.82	68.53
Operations Grade 5	27.41	41.12	54.82	68.53

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	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Pay Level 6				
Technical Grade 6	29.63	44.45	59.26	74.08
Administrative Grade 6	29.63	44.45	59.26	74.08
Operations Grade 6	29.63	44.45	59.26	74.08
Pay Level 7				
Technical Grade 7	31.85	47.78	63.70	79.63
Professional/Manager/Specialist Grade 7	31.85	47.78	63.70	79.63
Operations Grade 7	31.85	47.78	63.70	79.63
Pay Level 8				
Professional/Manager/Specialist Grade 8	34.07	51.11	68.14	85.18
Operations Grade 10	34.07	51.11	68.14	85.18
Pay Level 9	36.29	54.44	72.58	90.73
Pay Level 10				
Professional/Manager/Specialist Grade 10	38.50	57.75	77.00	96.25
Operations Grade 10	38.50	57.75	77.00	96.25
Pay Level 11				
Professional/Manager/Specialist Grade 11	40.69	61.04	81.38	101.73

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			
Technical Grade 1	23.68	25.00	26.53

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	Afternoon shift	Night shift	Permanent night shift
	% of minimum hourly rate		
	116%	122.5%	130%
	\$	\$	\$
Administrative Grade 1	23.68	25.00	26.53
Pay Level 2			
Technical Grade 2	25.20	26.61	28.24
Administrative Grade 2	25.20	26.61	28.24
Operations Grade 2	25.20	26.61	28.24
Pay Level 3			
Technical Grade 3	26.69	28.19	29.91
Administrative Grade 3	26.69	28.19	29.91
Operations Grade 3	26.69	28.19	29.91
Pay Level 4			
Technical Grade 4	29.22	30.86	32.75
Administrative Grade 4	29.22	30.86	32.75
Pay Level 5			
Technical Grade 5	31.80	33.58	35.63
Administrative Grade 5	31.80	33.58	35.63
Professional/Manager/Specialist Grade 5	31.80	33.58	35.63
Operations Grade 5	31.80	33.58	35.63
Pay Level 6			
Technical Grade 6	34.37	36.30	38.52
Administrative Grade 6	34.37	36.30	38.52
Operations Grade 6	34.37	36.30	38.52
Pay Level 7			
Technical Grade 7	36.95	39.02	41.41
Professional/Manager/Specialist Grade 7	36.95	39.02	41.41
Operations Grade 7	36.95	39.02	41.41
Pay Level 8			
Professional/Manager/Specialist Grade 8	39.52	41.74	44.29

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	Afternoon shift	Night shift	Permanent night shift
	% of minimum hourly rate		
	116%	122.5%	130%
	\$	\$	\$
Operations Grade 8	39.52	41.74	44.29
Pay Level 9	42.10	44.46	47.18
Pay Level 10			
Professional/Manager/ Specialist Grade 10	44.66	47.16	50.05
Operations Grade 10	44.66	47.16	50.05
Pay Level 11			
Professional/Manager/ Specialist Grade 11	47.20	49.85	52.90

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

	Day workers and non-continuous shiftworkers		Continuou s shiftworke rs	All employees	
	Monday to Saturday— first 2 hours	Monday to Saturday —after 2 hours	Monday to Saturday —all hours	Sunday	Public holidays
	% of minimum hourly rate				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
Pay Level 1					
Technical Grade 1	30.62	40.82	40.82	40.82	51.03
Administrative Grade 1	30.62	40.82	40.82	40.82	51.03
Pay Level 2					
Technical Grade 2	32.58	43.44	43.44	43.44	54.30
Administrative Grade 2	32.58	43.44	43.44	43.44	54.30
Operations Grade 2	32.58	43.44	43.44	43.44	54.30
Pay Level 3					
Technical Grade 3	34.52	46.02	46.02	46.02	57.53
Administrative Grade 3	34.52	46.02	46.02	46.02	57.53

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	Day workers and non-continuous shiftworkers		Continuou s shiftworke rs	All employees	
	Monday to Saturday— first 2 hours	Monday to Saturday —after 2 hours	Monday to Saturday —all hours	Sunday	Public holidays
	% of minimum hourly rate				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
Operations Grade 3	34.52	46.02	46.02	46.02	57.53
Pay Level 4					
Technical Grade 4	37.79	50.38	50.38	50.38	62.98
Administrative Grade 4	37.79	50.38	50.38	50.38	62.98
Pay Level 5					
Technical Grade 5	41.12	54.82	54.82	54.82	68.53
Administrative Grade 5	41.12	54.82	54.82	54.82	68.53
Professional/Manager/S pecialist Grade 5	41.12	54.82	54.82	54.82	68.53
Operations Grade 5	41.12	54.82	54.82	54.82	68.53
Pay Level 6					
Technical Grade 6	44.45	59.26	59.26	59.26	74.08
Administrative Grade 6	44.45	59.26	59.26	59.26	74.08
Operations Grade 6	44.45	59.26	59.26	59.26	74.08
Pay Level 7					
Technical Grade 7	47.78	63.70	63.70	63.70	79.63
Professional/Manager/S pecialist Grade 7	47.78	63.70	63.70	63.70	79.63
Operations Grade 7	47.78	63.70	63.70	63.70	79.63
Pay Level 8					
Professional/Manager/S pecialist Grade 8	51.11	68.14	68.14	68.14	85.18
Operations Grade 8	51.11	68.14	68.14	68.14	85.18
Pay Level 9	54.44	72.58	72.58	72.58	90.73
Pay Level 10					
Professional/Manager/	57.75	77.00	77.00	77.00	96.25

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	Day workers and non-continuous shiftworkers		Continuou s shiftworke rs	All employees	
	Monday to Saturday— first 2 hours	Monday to Saturday —after 2 hours	Monday to Saturday —all hours	Sunday	Public holidays
	% of minimum hourly rate				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
Specialist Grade 10					
Operations Grade 10	57.75	77.00	77.00	77.00	96.25
Pay Level 11					
Professional/Manager/ Specialist Grade 11	61.04	81.38	81.38	81.38	101.73

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			
	125%	175%	225%	275%
	\$	\$	\$	\$
Pay Level 1				
Technical Grade 1	25.51	35.72	45.92	56.13
Administrative Grade 1	25.51	35.72	45.92	56.13
Pay Level 2				
Technical Grade 2	27.15	38.01	48.87	59.73
Administrative Grade 2	27.15	38.01	48.87	59.73
Operations Grade 2	27.15	38.01	48.87	59.73
Pay Level 3				
Technical Grade 3	28.76	40.27	51.77	63.28
Administrative Grade 3	28.76	40.27	51.77	63.28
Operations Grade 3	28.76	40.27	51.77	63.28
Pay Level 4				
Technical Grade 4	31.49	44.08	56.68	69.27

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	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	125%	175%	225%	275%
	\$	\$	\$	\$
Administrative Grade 4	31.49	44.08	56.68	69.27
Pay Level 5				
Technical Grade 5	34.26	47.97	61.67	75.38
Administrative Grade 5	34.26	47.97	61.67	75.38
Professional/Manager/Specialist Grade 5	34.26	47.97	61.67	75.38
Operations Grade 5	34.26	47.97	61.67	75.38
Pay Level 6				
Technical Grade 6	37.04	51.85	66.67	81.48
Administrative Grade 6	37.04	51.85	66.67	81.48
Operations Grade 6	37.04	51.85	66.67	81.48
Pay Level 7				
Technical Grade 7	39.81	55.74	71.66	87.59
Professional/Manager/Specialist Grade 7	39.81	55.74	71.66	87.59
Operations Grade 7	39.81	55.74	71.66	87.59
Pay Level 8				
Professional/Manager/Specialist Grade 8	42.59	59.62	76.66	93.69
Operations Grade 8	42.59	59.62	76.66	93.69
Pay Level 9	45.36	63.51	81.65	99.80
Pay Level 10				
Professional/Manager/Specialist Grade 10	48.13	67.38	86.63	105.88
Operations Grade 10	48.13	67.38	86.63	105.88
Pay Level 11				
Professional/Manager/Specialist Grade 11	50.86	71.21	91.55	111.90

B.2.2 Casual adult employees—shiftwork rates

	Afternoon shift	Night shift	Permanent night shift
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	% of minimum hourly rate		
	141%	147.5%	155%
	\$	\$	\$
Pay Level 1			
Technical Grade 1	28.78	30.10	31.64
Administrative Grade 1	28.78	30.10	31.64
Pay Level 2			
Technical Grade 2	30.63	32.04	33.67
Administrative Grade 2	30.63	32.04	33.67
Operations Grade 2	30.63	32.04	33.67
Pay Level 3			
Technical Grade 3	32.44	33.94	35.67
Administrative Grade 3	32.44	33.94	35.67
Operations Grade 3	32.44	33.94	35.67
Pay Level 4			
Technical Grade 4	35.52	37.16	39.04
Administrative Grade 4	35.52	37.16	39.04
Pay Level 5			
Technical Grade 5	38.65	40.43	42.49
Administrative Grade 5	38.65	40.43	42.49
Professional/Manager/Specialist Grade 5	38.65	40.43	42.49
Operations Grade 5	38.65	40.43	42.49
Pay Level 6			
Technical Grade 6	41.78	43.70	45.93
Administrative Grade 6	41.78	43.70	45.93
Operations Grade 6	41.78	43.70	45.93
Pay Level 7			
Technical Grade 7	44.91	46.98	49.37
Professional/Manager/Specialist Grade 7	44.91	46.98	49.37
Operations Grade 7	44.91	46.98	49.37
Pay Level 8			
Professional/Manager/Specialist Grade 8	48.04	50.25	52.81

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	Afternoon shift	Night shift	Permanent night shift
	% of minimum hourly rate		
	141%	147.5%	155%
	\$	\$	\$
Specialist Grade 8			
Operations Grade 8	48.04	50.25	52.81
Pay Level 9	51.17	53.53	56.25
Pay Level 10			
Professional/Manager/ Specialist Grade 10	54.29	56.79	59.68
Operations Grade 10	54.29	56.79	59.68
Pay Level 11			
Professional/Manager/ Specialist Grade 11	57.37	60.02	63.07

Schedule C—Summary of Monetary Allowances

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

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly wage for classification at Pay Level 3 in clause 15—Minimum rates = **\$863.00**

Allowance	Clause	% of standard rate	\$	Payable
Availability allowance—1 in 5 days or more	17.2(a)(i)	18.00	155.34	per week
Availability allowance—1 in 4 days or less	17.2(a)(ii)	26.00	224.38	per week
First aid allowance	17.2(b)	1.90	16.40	per week
Power station allowance:				
Professional, managerial, specialist or administrative employees	17.2(c)(i)	2.05	17.69	per week
Technical or operations employees	17.2(c)(ii)	7.00	60.41	per week
Open cut brown coal mine allowance	17.2(d)	11.00	94.93	per week
Briquette factory allowance	17.2(e)	8.50	73.36	per week
Coal handling allowance	17.2(f)	11.00	94.93	per week
Transmission allowance—work on overhead/underground power lines or associated plant or equipment	17.2(g)	6.00	51.78	per week

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 17.2:

Allowance	Clause	\$	Payable
Meal allowance	17.3(a)	16.27	per meal
Motor vehicle allowance:			
Motor vehicle	17.3(b)(i)	0.78	per km
Motorcycle	17.3(b)(ii)	0.26	per km
Tool allowance	17.3(c)	20.11	per week

C.2.2 Adjustment of expense-related allowances

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

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

Schedule E—Supported Wage System

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

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

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

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

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule H—Part-day Public Holidays

- H.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- H.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm 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 H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
 - (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.
- H.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).
- H.4** This schedule is not intended to detract from or supplement the [NES](#).