

Road Transport and Distribution Award 2010

The above award was first made on 3 April 2009 [[PR986380](#)]

This consolidated version of the award includes variations made on 11 September 2009 [[PR988393](#)]; 17 December 2009 [[PR992020](#)]; 22 December 2009 [[PR992121](#)]; 22 December 2009 [[PR992154](#)]

NOTE: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

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[Varied by [PR988393](#)]

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Part 1—Application and Operation

1. Title

This award is the *Road Transport and Distribution Award 2010*.

2. Commencement and transitional

[Varied by [PR988393](#)]

2.1 This award commences on 1 January 2010.

[2.2–2.6 inserted by [PR988393](#)]

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

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

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

aerodrome attendant means an employee who is employed principally in driving and/or operating any aviation refuelling or servicing unit or equipment or hydrant dispensing system at an aerodrome to deliver aviation fuels, lubricants and/or other aviation products to aircraft and in receiving, storing and distributing such fuels, lubricants and other products at an aerodrome depot, including the performance as required of all tasks ancillary to such receipt, storage, distribution and delivery. Provided that this definition does not exclude allocation by the employer of other duties connected with the safe and efficient operation of vehicles, plant and equipment, the general tidiness of facilities at an airport depot, and the safety of personnel, or the bridging of stocks from terminals or depots to airports by an aerodrome attendant. This definition does not include coxswains or motorboat drivers operating refuelling units at a flying-boat base.

ancillary vehicles and/or equipment means mechanically powered vehicles and/or equipment (other than trucks) used by employers in the loading, unloading, stacking, moving, sorting or handling of goods and/or materials in connection with work which is part of or ancillary to the business of the employer

articulated vehicle means a vehicle with three or more axles, comprising a power unit (called a prime mover, tractor truck etc.) and a semi-trailer which is superimposed on the power unit and coupled together by means of a king-pin and revolving on a turn-table and is articulated whether automatically detachable or permanently coupled

Commission means the Australian Industrial Relations Commission or its successor

courier means an employee who is engaged as a courier and who uses a passenger car or station wagon, light commercial van, motorcycle or bicycle or who delivers on foot, in the course of such employment

crane chaser/dogger means a person who holds a certificate of competency as a crane chaser from an appropriate authority

crane offsider means an employee who has the responsibility to supervise the setting up of a mobile crane and/or carry out the work of slinging loads and to control the movement of loads when handled by lifting appliances

dirty material means bituminous products, black lead, briquettes, charcoal, coal, coke, plumbago, graphite, manganese, lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, Quickardo cement, superphosphate, rock phosphate, dicalcic phosphate, yellow ochre, red ochre, empty flour-bags, supercel in jute bags, stone dust, garbage, street sweepings, tar, sludge, used oil, liquid petroleum gas, shives of flax when carted as a full load

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distribution facility means a facility from which goods are distributed by road (and at which such goods may be stored for the purposes of subsequent distribution) which is operated by an employer as part of or in connection with a road transport business of that employer

[Sched A renumbered as Sched B by [PR988393](#)]

distribution facility employee means an employee defined in Schedule B—Classification Definitions for Distribution Facility Employees of this award

double-articulated vehicle means a vehicle with four or more axles, comprising a power unit (called tractor truck, prime mover, etc.) and semi-trailer (called dolly trailer) which is superimposed on the power unit, which in turn has a load-carrying semi-trailer superimposed upon the dolly trailer, both semi-trailers and the power unit being coupled together by means of king-pins and revolving on turn-tables and are articulated whether automatically detachable or permanently coupled

driver-salesperson means an employee who is entrusted by the employer with goods or articles for sale and is required to exercise sales skills in competition with other salespeople in respect of such goods or articles in the normal course of duty, and who is not in receipt of a commission upon goods or articles sold. The term ‘driver-salesperson’ does not include a driver who is entrusted with goods or articles for delivery to customers in such quantities as such customers require.

employee has the meaning in the Act

employee handling money means an employee who collects or pays out money, excluding non-negotiable cheques, and who is responsible for the safe custody of the amounts so collected to be paid out

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business

furniture means any article of household and/or office furniture or white-goods which are completely manufactured and ready for use, and includes furniture being transported from a manufacturer to a retail store unless such furniture is crated, in cartons or otherwise covered

greaser and cleaner includes a person required to refuel motor vehicles at a depot, yard or garage

gross combination mass or GCM means the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle

gross vehicle mass or GVM means the maximum permissible mass (whether described as the gross train vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or

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other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by the law to be painted or displayed on the motor vehicle

interstate operation means an operation involving a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement in one State or Territory to a principal point of destination in another State or Territory. Provided that to be an interstate operation the distance involved must exceed 200 kilometres, for any single journey. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city.

livestock means horses, cattle, sheep, pigs, goats or poultry

loader means an employee engaged in loading or unloading any goods, wares, merchandise or materials onto or from any vehicle and in work incidental to such loading or unloading; and a person engaged as a motor driver's assistant but who performs work on the waterfront of the nature usually performed by a loader will be deemed to be a loader whilst performing such work

long distance operation means any interstate operation, or any return journey where the distance travelled exceeds 500 kilometres and the operation involves a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement to a principal point of destination. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city.

low loader means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with a loading area of the semi-trailer a maximum of 1 metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limits.

motor driver's assistant means any employee who accompanies the driver to assist in loading or unloading or delivering

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

offensive material means bone-dust, bones, blood, manure, dead animals, offal, fat, including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in second-hand casks or in second-hand iron or steel drums, green skins, raw hides and sheep-skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), salt-cake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheep's trotters (known as pie), sulphuric acid of the strength of 96% or 98% in cases in which the carter is required to handle individual jars, horse, cow or pig manure, meat-meal, liver meal, blood meal and TNT

quarried materials means any material and/or by-product of any material, excluding coal and coal-related products, which has been removed from a quarry, sand pit, or a mine, provided that such material is for use in manufacturing or construction

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purposes. Quarried materials also means slag and slag by-products, excluding coal-slag products.

radio operator means an employee whose major duties are staffing of a mobile two-way radio system, data entry dispatch system, voice dispatch system and/or any other form of dispatch system and include all instruction relating to the movement of goods and/or freight

road-train vehicle means a rigid vehicle to which are coupled two or more trailers, or an articulated vehicle to which is coupled one or more trailer(s)

road transport and distribution industry means:

- (a) the transport by road of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock, including where the work performed is ancillary to the principal business, undertaking or industry of the employer;
- (b) the receiving, handling or storing of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise in a distribution facility;
- (c) the storage and distribution of goods, wares, merchandise, materials or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock where the storage and distribution activities are carried out in connection with air freight forwarding and customs clearance;
- (d) the wholesale transport and delivery by road of meat from abattoirs, slaughterhouses, and wholesale meat depots;
- (e) mobile food vending;
- (f) the cartage and/or distribution, in tankers, of petrol or bulk petroleum products (in the raw or manufactured state) from refineries, terminals or depots of oil companies and/or distributors; the cartage and/or distribution on road vehicles of packaged petroleum products (in the raw or manufactured state) from refineries, terminals or depots of oil companies and/or distributors and the transport and/or distribution of petrol and petroleum products (in the raw or manufactured state) for distributors of oil companies or for contractors or sub-contractors to such distributors;
- (g) the road transport of crude oil or gas condensate;
- (h) the transport on public roads of milk and cream in bulk, and the transport, vending and distribution of milk, cream, butter, cheese and their derivatives (including fruit juices, yoghurt and custard); and/or
- (i) the cartage by road of quarried materials.

standard rate means the minimum weekly wage for a Transport worker grade 3 in clause 15—Classifications and minimum wage rates

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transport rigger means a person engaged in the movement of plant or equipment as part of the transport task who holds a certificate of competency from an appropriate authority

truck loading crane means a crane which is mounted on a truck or trailer and which is used for the purpose of loading or unloading loads from the truck or trailer on which the crane is mounted

yardperson means an employee not otherwise specified, employed in, or in connection with a depot, yard or garage, but does not include any person exclusively employed as a skilled tradesperson

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

4. Coverage

- 4.1** This industry award covers employers throughout Australia in the road transport and distribution industry and their employees in the classifications listed in clause 15—Classifications and minimum wage rates to the exclusion of any other modern award.

- 4.2** This award does not cover employers and employees covered by the following awards:

- *Mining Industry Award 2010*;
- *Road Transport (Long Distance Operations) Award 2010* whilst undertaking long distance operations;
- *Transport (Cash in Transit) Award 2010*; and
- *Waste Management Award 2010*.

- 4.3** The award does not cover an employee excluded from award coverage by the Act.

- 4.4** The award does not cover an employer bound by an enterprise award or an enterprise NAPSA with respect to any employee who is covered by the enterprise award or NAPSA.

- 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. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

8. Facilitative provisions

8.1 Facilitative provisions

(a) Agreement to vary award provisions

- (i) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.
- (ii) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

(b) Facilitation by individual agreement

- (i) The following facilitative provisions can be utilised upon agreement between an employer and an employee:
 - clause 16.1(f)—Travelling allowances;
 - clause 22.2—Hours of work—ordinary hours, days of the week;
 - clause 22.3—Hours of work—spread of hours;
 - clause 22.5—Hours of work—normal rostered day off;
 - clause 23.3— Hours of work—ordinary hours, spread of hours;
 - clause 23.6— Hours of work—rostered days off; and
 - clause 24.6—Shiftwork—transfer to or from shiftwork.

- (ii) The agreement reached must be recorded in writing and kept as a time and wages record.

(c) **Facilitation by majority agreement**

- (i) The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or part of the workplace. Once such an agreement has been reached the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:

- clause 22.2—Hours of work—ordinary hours, days of week;
- clause 22.3—Hours of work—maximum number of hours, spread of hours;
- clause 23.3— Hours of work—ordinary hours, spread of hours;
- clause 23.4—Hours of work—rural distribution operations;
- clause 23.6— Hours of work—rostered days off; and
- clause 24.2—Shiftwork—shiftwork hours and rosters.

- (ii) The agreement reached must be recorded in writing and kept as a time and wages record.

Part 2—Consultation and Dispute Resolution

9. Consultation regarding major workplace change

9.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

9.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give

prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

10. Dispute resolution

- 10.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 10.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 10.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

11. Dispute resolution training leave

- 11.1** An eligible employee representative is entitled to and must be granted, leave with pay each calendar year, non-cumulative, to a maximum of five days per year, to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this award and/or industrial issues which arise at the workplace. A shop steward, delegate or employee representative will only be entitled to leave in accordance with this clause for bona fide courses.

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- 11.2** For the purpose of this clause, a ‘bona fide course’ means a Dispute Resolution Training Leave Course conducted under the auspices of a registered training organisation whose scope of registration includes industrial relations training.
- 11.3** An employee representative must give the employer six weeks notice of intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 11.4** The notice to the employer must include details of the type, content and duration of the course to be attended. Upon request, the course curriculum will be provided to the employer.
- 11.5** Leave must be available according to the following scale for each yard, depot or garage of an employer:
- | No. of full-time plus part-time employees covered by this award | Max. no. of employee representatives eligible to attend per year | Max. no. of days permitted per year |
|--|---|--|
| 5–15 | 1 | 5 |
| 16–30 | 2 | 10 |
| 31–50 | 3 | 15 |
| 51–100 | 4 | 20 |
| 101 and over | 5 | 25 |
- 11.6** An employer is not liable for any additional expenses associated with an employees attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings are the relevant minimum wage rate and shiftwork loadings, where relevant, plus overaward payment where applicable.
- 11.7** Leave of absence on training leave must be counted as service.
- 11.8** The employee must provide the employer with proof of attendance.
- 11.9** The granting of leave pursuant to this clause is subject to the employer being able to make adequate staffing arrangements among current employees during the period of such leave.
- 11.10** An employee will not be eligible to attend such courses until six months continuous service has been served with the employer.

Part 3—Types of Employment and Termination of Employment

12. Types of employment

- 12.1** An employee may be engaged on a full-time, part-time or casual basis.

12.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual. Such decision will then be recorded in a time and wages record.

12.3 Full-time employment

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

12.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.
- (b) Before commencing part-time employment, the employee and employer must agree upon:
 - (i) the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
 - (ii) the classification applying to the work to be performed.
- (c) Except as otherwise provided in this award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 12.4(b)(i).
- (d) The terms of the agreement may be varied by consent.
- (e) The terms of the agreement or any variation to it must be in writing and retained by the employer. A copy of the agreement and any variation to it must be provided to the employee by the employer.
- (f) A part-time employee must be paid per hour 1/38th of the weekly rate prescribed by clause 15—Classifications and minimum wage rates for the classification in which the employee is engaged. A part-time employee must receive a minimum payment of four hours for each day engaged.
- (g) The terms of this award apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) All time worked in excess of the agreed hours referred to in clause 12.4(b)(i) will be paid at the appropriate overtime rate.

12.5 Casual employment

- (a) A casual employee is an employee engaged as such and paid by the hour.
- (b) An employer must, wherever practicable, notify a casual employee if their services are not required the next working day.
- (c) A casual employee while working ordinary hours, must be paid on an hourly basis 1/38th of the minimum weekly rate for their classification in clause 15—Classifications and minimum wage rates, plus a loading of 25%. A minimum payment of four hours is to be paid.
- (d) In addition to normal overtime rates, a casual employee while working overtime or outside of ordinary hours, will be paid on an hourly basis 1/38th of

the minimum weekly wage rate for their classification in clause 15, plus a loading of 10%.

12.6 Conversion of casual employment

- (a) A casual employee, other than an **irregular casual employee** who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) An employer of such an employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 12 months.
- (c) The employee retains the right of election under this clause even if the employer fails to comply with clause 12.6(b).
- (d) A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has the right to elect under clause 12.6(a), upon receiving notice under clause 12.6(b), or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must either consent to or refuse the election but must not unreasonably so refuse.
- (f) A casual employee who has elected to be converted to a full-time employee or a part-time employee in accordance with clause 12.6(e) may only revert to casual employment by written agreement with the employer.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and the employee, subject to clause 12.6(e), must discuss and agree upon:

 - (i) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12.4(b).
- (h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee. Upon such agreement being reached, the employee will convert to

full-time or part-time employment. Where, in accordance with clause 12.6(e) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

- (i) An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

13. Termination of employment

13.1 Notice of termination is provided for in the NES.

13.2 Notice of termination by an employee

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

13.3 Job search entitlement

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

14. Redundancy

14.1 Redundancy pay is provided for in the NES.

14.2 Transfer to lower paid duties

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

14.3 Employee leaving during notice period

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

14.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.3.

14.5 Transitional provisions

- (a) Subject to clause 14.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 14.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

15. Classifications and minimum wage rates

15.1 Classifications

[Sched A renumbered as Sched B by [PR988393](#)]

[Sched B renumbered as Sched C by [PR988393](#)]

The classifications under this award are set out in Schedule B—Classification Definitions for Distribution Facility Employees and Schedule C—Classification Structure and Minimum Rates of Pay.

15.2 Minimum wage rates

The minimum wage rates of pay for a full-time adult employee are set out below:

| Transport worker grade | Minimum weekly rate |
|-------------------------------|----------------------------|
| | \$ |
| 1 | 577.60 |
| 2 | 592.90 |
| 3 | 600.60 |
| 4 | 612.10 |
| 5 | 619.70 |
| 6 | 627.40 |
| 7 | 637.10 |
| 8 | 656.10 |
| 9 | 667.60 |
| 10 | 684.70 |

15.3 Juniors

- (a) The minimum rate to be paid to junior employees is as follows:
- (i) Under 19 years of age: 70% of the base wage payable to an adult for the class of work performed in the area in which it is performed as provided by clause 15—Classifications and minimum wage rates.
 - (ii) 19 years and under 20 years of age: 80% of the base wage payable to an adult for the class of work performed in the area in which it is performed as provided by clause 15.
 - (iii) 20 years of age: the full rate payable to an adult employee for the class of work performed in the area in which it is performed as provided by clause 15.
- (b) Where a junior employee aged 18 years or more is required to drive a motor vehicle and is in sole charge of that vehicle, the employee must be paid the adult rate assigned to the class of driving work that the employee is required to perform.

15.4 National training wage

[Sched C renumbered as Sched D by [PR988393](#)]

See Schedule D

15.5 Supported wage system

[Sched D renumbered as Sched E by [PR988393](#)]

See Schedule E

16. Allowances

16.1 Allowances for responsibilities or skills that are not taken into account in rates of pay:

(a) Leading hands

| Leading hands in charge of: | % of the standard rate per week |
|--|--|
| Not less than 3 and not more than 10 employees | 4.72 |
| More than 10 and not more than 20 employees | 7.03 |
| More than 20 employees | 8.93 |

These allowances do not apply to leading loader.

(b) Miscellaneous

- (i)** Any employee required to drive a motor vehicle in excess of the limit in length prescribed by or under any State or Commonwealth Act—0.46% of the standard rate per day or part thereof.
- (ii)** Any employee required to drive a motor vehicle with a truck loading crane mounted on the vehicle—0.46% of the standard rate per day.
- (iii)** Any employee required to drive a motor vehicle with a side-lifter crane mounted on the vehicle—0.46% of the standard rate per day.
- (iv)** Any employee required to drive a motor vehicle in excess of 3.5 metres in width or transport a load in excess of that width—0.46% of the standard rate per day or part thereof.
- (v)** Any employee who is a recognised furniture carter engaged in removing and/or delivering furniture—2.59% of the standard rate per week.
- (vi)** Any employee who is a recognised livestock carter carting livestock—2.59% of the standard rate per week.
- (vii)** Any employee driving sanitary vehicle—2.92% of the standard rate per week.
- (viii)** Any employee driving vehicle collecting garbage—2.39% of the standard rate per week.
- (ix)** Any employee who is a Driver-salesperson—2.19% of the standard rate per week.
- (x)** Any employee carting loading and/or unloading carbon black except when packed in sealed metal containers—0.28% of the standard rate per day or part thereof.
- (xi)** Any employee carting loading and/or unloading offensive material—0.36% of the standard rate per day or part thereof.
- (xii)** Any employee carting loading and/or unloading dirty material—0.06% of the standard rate per hour.

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- (xiii) Any employee who is required to cart tar (other than in sealed containers) for immediate spreading upon streets, tar in unsealed containers, or tarred material for spreading upon streets; and/or who spreads either of them upon streets—0.45% of the standard rate per week.
- (xiv) Any employee required to handle coffins containing human remains—0.38% of the standard rate for each coffin handled.

(c) Employee handling money as defined

| For any amount handled: | % of the standard rate per week |
|--------------------------------------|---------------------------------|
| Up to \$20 | 0.23 |
| Over \$20 but not exceeding \$200 | 0.45 |
| Over \$200 but not exceeding \$600 | 0.77 |
| Over \$600 but not exceeding \$1000 | 1.00 |
| Over \$1000 but not exceeding \$1200 | 1.41 |
| Over \$1200 but not exceeding \$1600 | 2.18 |
| Over \$1600 but not exceeding \$2000 | 2.41 |
| Over \$2000 | 2.74 |

(d) Dangerous goods

- (i) A driver engaged in the transport of bulk dangerous goods or carting explosives in conformity with the Australian explosives code by public road must receive an allowance of 2.37% of the standard rate per day. Bulk dangerous goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.
- (ii) A driver engaged in the transport of packaged dangerous goods which requires placarding by public road must receive an allowance of 0.99% of the standard rate per day. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.
- (iii) Where a weekly employee is required to possess a license to operate a vehicle carrying dangerous goods (as defined in the Australian Dangerous Goods Code), training and medical costs must be reimbursed by the employer.

(e) First aid allowance

An employee holding a current first aid qualification from St John Ambulance or similar body and appointed by the employer to perform first aid duty must be paid 1.6% of the standard rate in addition to wages for any week so appointed. The employer will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain and maintain the appropriate first aid qualification.

(f) Travelling allowance

- (i) An employee engaged in ordinary travelling on duty, or on work on which the employee is unable to return home at night must be paid

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personal expenses reasonably incurred in travelling, of at least 5.05% of the standard rate per day. Provided that where an employee travels by boat or other conveyance in which the ticket includes meals and bed, the employee will not be entitled to the said allowance.

- (ii) An employee prevented from returning with the employee's turn-out to the depot, yard or garage from which the employee started must be paid any travelling expenses required to be incurred and as if for time worked for the time the employee reasonably takes to get home beyond the time it would ordinarily have taken to get home from the depot, yard or garage.

16.2 Where a higher allowance amount becomes payable under clauses 16.1(b)(vi), (vii), (viii), (x), (xi), (xii) or (xiii) it will supersede any lesser allowance contained in these items which otherwise would have been payable.

16.3 Expenses incurred in the course of employment

(a) Work diary

Where an employee is required to possess a work diary, the cost of such diary must be reimbursed by the employer.

(b) Articles of clothing

- (i) Where the employer requires an employee to wear any special clothing such as any special uniform, cap, overall or other article, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is provided by the employer.
- (ii) Where an employee is required by the employer to work continuously in conditions in which, because of their nature, the clothing would otherwise become saturated, the employer must reimburse the employee for the cost of purchasing protective clothing. The provisions of this clause do not apply where the protective clothing is provided by the employer.
- (iii) Where an employee is employed as a greaser and cleaner, or is normally required to service vehicles, the employer must reimburse the employee for the cost of purchasing overalls. The provisions of this clause do not apply where the overalls are provided by the employer.
- (iv) Provided that this clause does not apply to employees who are required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.
- (v) Provided further that such protective clothing will remain the property of the employer, and that the employee will be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

(c) **Housing**

- (i) Any employee required by the employer to live at a depot, yard or garage must be paid an allowance equal to the amount of the rental charged by the employer for the accommodation at the depot, yard or garage.
- (ii) If an employer provides housing accommodation for an employee and the employee's family, and requires the employee to live there and charges rental, the employer must pay the employee an allowance of \$2.50 less than the amount of rental charged by the employer for the accommodation.

(d) **Medical checks**

An employer requiring employees to undertake medical checks during a term of employment or requiring persons seeking employment to undertake a medical check as part of an interview process, must reimburse all medical costs not recoverable from a health fund by the employee or persons seeking employment.

(e) **Meal allowance**

Where clause 26.3 applies an employee must be paid a meal allowance of \$12.22.

16.4 Adjustment of expense related allowances

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

| Allowance | Applicable Consumer Price Index figure |
|---|---|
| Meal allowance | Take away and fast foods sub-group |
| Clothing, equipment and tools allowance | Clothing and footwear group |
| Vehicle/travel allowance | Private motoring sub-group |
| Housing | Domestic holiday and travel accommodation sub-group |

17. District allowances

17.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

17.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

17.3 This clause ceases to operate on 31 December 2014.

18. Accident pay

18.1 Subject to clause 18.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

18.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

18.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

18.4 This clause ceases to operate on 31 December 2014.

19. Higher duties

Where an employee is required to perform two or more grades of work on any one day the employee is to be paid the minimum wage for the highest grade for the whole day.

20. Payment of wages

20.1 All earnings, including overtime, must be paid in the employer's time on a day to be fixed by the employer, but not later than Thursday of each week. Once fixed, the day must not be altered more than once in three months.

20.2 All earnings, including overtime, must be paid within four business days of the expiration of the week in which they accrue.

20.3 Notwithstanding anything contained in this clause, the employer must pay to an employee who leaves or is dismissed all moneys due to the employee forthwith.

20.4 The employer at its discretion may pay an employee by EFT to a bank account nominated by the employee in question.

21. Superannuation

[Varied by [PR992020](#), [PR992154](#)]

21.1 Superannuation legislation

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

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on 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 21.2.

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- (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 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

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

- (a) TWU Superannuation Fund;
- (b) OAMPS Super Fund;
- (c) Tasplan;

[21.4(d) varied by [PR992020](#)]

- (d) SunSuper;

[New 21.4(e) inserted by [PR992020](#); corrected by [PR992154](#)]

- (e) AustSafe Super; or

[21.4(e) renumbered as 21.4(f) by [PR992020](#)]

- (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

21.5 Absence from work

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

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

Part 5—Hours of Work and Related Matters

22. Ordinary hours of work

22.1 The ordinary hours of work are an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

22.2 The ordinary hours of work may be worked on any day Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement may also be reached between the employer and an individual employee.

22.3 The ordinary hours of work must not exceed eight hours per day and must be worked continuously (except for meal breaks) between the hours of 5.30 am and 6.30 pm. The spread of ordinary hours may be altered in any depot, yard or garage by one hour at each end by agreement between the employer and the majority of employees concerned. Agreement may thereafter be reached between the employer and an individual employee.

22.4 The times within which ordinary hours of work may be performed will not apply to:

- (a) newspaper deliveries, where for the sole purpose of transport and delivery of daily newspapers;
- (b) meat deliveries, where for the sole purpose of loading, transport and delivery of butcher's meat from abattoirs or meat works and where such meat is to be used for human consumption;
- (c) live poultry, where for the sole purpose of loading, transport and delivery of live poultry from poultry farms to poultry processing plants; or
- (d) a driver employed at a fish, fruit or vegetable store.

Provided that instead of the times in clause 22.3 an employer may require an employee to commence ordinary hours of work between 12.01 am and 6.00 am (Monday to Friday inclusive) but not otherwise and, in which case, the weekly wage rate of the employee must be increased by 30%.

22.5 Ordinary hours of work may be worked in the following ways:

- (a) providing for a rostered day off:
 - (i) by employees taking a rostered day off in accordance with the roster implementing the work cycle in the depot, yard or garage;

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- (ii) an employee's normal rostered day off may be changed by agreement between the employer and employee. In the absence of agreement, 48 hours' notice of such alteration must be given to the employee; or
 - (iii) rostered days off may be accumulated to a maximum of 10 days;
- (b) working ordinary hours over five days, Monday to Friday inclusive, of not more than 7 hours 36 minutes continuously (except for meal breaks):
 - (i) where an employer either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this award at a particular yard, depot or garage;
 - (ii) where an employer has entered into arrangements with a client for the provision of transport services on a permanent basis extending over each of the five days of each week Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week;
 - (iii) where the operations being performed by the employer are such that it is necessary for particular employees to work five days of each week Monday to Friday inclusive and where such operations would be prejudiced by the requirement that rostered days off be taken on any or all of such days; or
 - (iv) where written agreement has been reached between the employer and the majority of employees. Provided that written agreement must not be unreasonably withheld by the employees and must not be unreasonably requested by the employer.

23. Ordinary hours of work for oil distribution workers

- 23.1** This clause applies to employees engaged in the transport and/or distribution of petroleum products in their raw or manufactured state.
- 23.2** The ordinary hours of work will be 35 per week or 70 per two week period.
- 23.3** The ordinary hours of work must not exceed eight hours per day and are to be worked between the hours of 6.30 am and 5.30 pm, Monday to Friday.
- 23.4** By agreement between an employer and the majority of affected employees, the ordinary working hours for employees engaged in rural distribution operations may be rostered over any three consecutive days, Monday to Saturday inclusive unless some other mutually satisfactory arrangement is made between the employer and employees concerned. All work performed in excess of 35 hours in any such three days must be paid at time and a half for the first two hours and double time thereafter.
- 23.5** Ordinary hours may be worked by either of the following:
 - (a) providing for a rostered day off in accordance with clause 23.6;
 - (b) working five days per week of seven hours each but only where:

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- (i) the employer either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this award at a particular yard, depot or garage;
- (ii) an employer has entered into arrangements with a client for the provision of transport services on a permanent basis extending over five days of each week Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week; or
- (iii) where the operations being performed by the employer are such that it is necessary for particular employees to work five days of each week Monday to Friday inclusive and where such operations would be prejudiced by the requirement that rostered days off be taken on any or all of such days.

23.6 Rostered days off

Rostered days off must be provided for in the following manner:

- (a) employees must work to a roster drawn up in each workplace providing for nine days each of 7 hours 47 minutes and one rostered day off over a continuous two week period;
- (b) where an employees rostered day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
 - (i) seven hours of pay at the ordinary time rate; or
 - (ii) seven hours extra annual leave; or
 - (iii) a substitute day off on an alternative week day.

24. Shiftwork

24.1 Definitions

For the purposes of this clause:

- (a) **afternoon shift** means a shift finishing after 6.30 pm but not later than 12.30 am;
- (b) **day shift** means a shift which commences at 5.30 am or later, but finishes at or before 6.30 pm;
- (c) **night shift** means a shift which finishes after 12.30 am and at or before 8.30 am;
- (d) **shiftwork** means work extending for at least two weeks and performed either in daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am or in regular rotating periods; and
- (e) **rostered shift** means a shift of which the employee concerned has had at least 48 hours notice.

24.2 Shiftwork hours and shift rosters

- (a) The hours of work of employees on shiftwork must be an average of 38 per week. The ordinary hours of work must not exceed eight continuous hours per day (inclusive of meal breaks) on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) There must be a shift roster which provides for rotation unless it is agreed otherwise by the employer and majority of employees or the employer and an individual employee. The shift roster must be posted in a prominent place in the workplace.
- (c) Shift rosters must specify the commencing and finishing times of ordinary hours of respective shifts and not be altered unless 48 hours notice is given.

24.3 Shift allowances

For ordinary hours shiftworkers must be paid as follows:

| Shift | % of the ordinary time rate |
|-----------------|------------------------------------|
| Afternoon shift | 117.5 |
| Night shift | 130 |

24.4 Shiftwork—casual employees

Casual employees engaged on shiftwork must be paid the casual loading of 25% in addition to the shift loading specified at clause 24.3 above.

24.5 Shiftwork—overtime

For all time worked outside or in excess of the ordinary shift hours or on a shift other than a rostered shift, shiftworkers will be paid at time and a half for the first two hours and double time thereafter.

24.6 Transfer to existing shift rosters

Forty eight hours notice of any change of shift must be given to an employee, in default of which overtime rates must be paid for work done outside the ordinary shift hours within 48 hours of being notified of the change.

24.7 Transfer of day worker to or from shiftwork

Unless otherwise agreed between an employer and an employee, day workers must be given at least 10 hours off duty immediately before commencing, or after ceasing shiftwork, and may be transferred to or from shiftwork on 48 hours notice. In default of such notice an employee must be paid overtime rates for all work done outside previous ordinary working hours within 48 hours of being notified of the change.

24.8 Work on Saturday, Sunday or public holidays

- (a) Shiftworkers, for work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday will be paid as follows:
- Saturday—at the rate of time and a half;
 - Sunday—at the rate of double time; and
 - Public holidays—at the rate of double time and a half.
- (b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday will be payable instead of the shift allowance prescribed in clause 24.3.

24.9 Meal breaks

All shiftworkers while working on day, afternoon or night shift will be entitled to a paid meal break of 20 minutes. An employee must not be required to work more than five hours without a meal break.

24.10 Rate for non continuous afternoon or night shift

Shiftworkers who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights must be paid at the rate of time and a half for the first three hours and double time thereafter for each shift.

24.11 Rate when shift extends beyond midnight

Notwithstanding anything contained in this clause, each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

24.12 Holiday shifts

Where the major portion of a shift falls on the public holiday the whole of the shift will be regarded as a public holiday shift.

25. Start times

- 25.1** A regular starting time for each employee is to be fixed by the employer. Where an employer varies or changes the regular starting time of an employee the employer must give one week's notice of such variation or change to the employee concerned.

26. Breaks

26.1 Regular meal break

- (a) An employee must be allowed a regular meal break during the ordinary hours of work except where unforeseen extraordinary circumstances arise.
- (b) The meal break must:
- (i) be of a regular duration of not more than one hour or less than 30 minutes; and

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(ii) commence no earlier than three and a half hours and no later than five and a half hours after an employees fixed starting time of the ordinary hours of work.

(c) If the meal break is not allowed, all time worked after the commencement time of the regular meal break until a break without pay for a meal time is allowed must be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

26.2 Overtime rest break

An employee required to work overtime for two hours or more after working ordinary hours must be allowed a paid break of 20 minutes before commencing overtime work and thereafter upon completing each four hour period until the overtime work is finished.

26.3 Meal allowance

(a) An employee required to work overtime for two continuous hours or more must either be supplied with a meal by the employer or paid the amount specified for a meal allowance in clause 16—Allowances for each meal required to be taken.

(b) An employee required to commence work two hours or more prior to the normal starting time must be paid the amount specified for a meal allowance in clause 16—Allowances.

26.4 Notwithstanding anything contained in this clause an employee will not be required or permitted to work longer than five and a-half hours without a break for a meal.

27. Overtime

27.1 For all work done outside ordinary hours the rate of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

27.2 In computing overtime each day's work will stand alone.

27.3 Rest period after overtime

(a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

(c) If, on the instruction of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at double time rates until released from duty for that period, and the employee

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will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

27.4 Call-back

- (a) An employee recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) must be paid for a minimum of four hours' work.
- (b) This clause does not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 27.3 above where the actual time worked is less than four hours on such recall or on each of such recalls.

27.5 Standing-by

Subject to any custom now prevailing under which an employee is required regularly to be available for a call-back, an employee required to be available for work after ordinary hours must, until released, be paid standing-by time at ordinary rates from the time from which the employee is told to be available.

27.6 Transport of employees

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer must reimburse the employee for the cost of obtaining transport home, or alternatively provide the employee with transport to the employee's home, or pay the employee the current wage for the time reasonably occupied in getting home.

27.7 Time off instead of payment for overtime

- (a) Despite clause 27.1 an employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time is taken to be equivalent to the pay the employee would otherwise have received for working overtime.
- (c) If requested by an employee an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

28. Penalty rates

28.1 Weekend work

- (a) For any ordinary time hours worked between midnight on Friday and midnight on Saturday an employee must be paid at the rate of time and a half.

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- (b) For any ordinary time hours worked between midnight on Saturday and midnight Sunday an employee must be paid at the rate of double time.
- (c) An employee required to work on a Saturday or Sunday will be paid for a minimum of four hours work.
- (d) All time worked on Sunday will stand alone.

28.2 Work on public holidays

- (a) If Christmas Day falls on a Saturday or Sunday and by force of the NES another day is observed as a public holiday, a full-time worker who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid a loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of four hours pay. Such employee will also be entitled to the benefit of the substituted public holiday.
- (b) An employee who, without the consent of their employer or without reasonable cause, is absent from work on the day before or the day after a public holiday is not entitled to any payment for such public holiday.
- (c) For all time worked by a weekly employee on a public holiday, payment must be made at the following rates:
 - (i) Good Friday and Christmas Day—double time;
 - (ii) any other public holiday—time and a half; and
 - (iii) in each case the minimum payment will be four hours.
- (d) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.
- (e) Despite clause 28.2(c) an employee required to work on a public holiday other than Good Friday and Christmas Day during hours which, if the day were not a public holiday, would be outside the range of ordinary working time, will be paid for such hours at double time and a half instead of time and a half as otherwise provided in this clause. Provided further that an employee is entitled to be paid treble time for all overtime worked on Good Friday and Christmas Day.
- (f) For all time worked by a casual employee on public holidays, payment will be made at the following rates:
 - (i) on Good Friday and the Christmas Day holiday—treble time;
 - (ii) on any other holiday—double time and a half.
- (g) The minimum payment will be four hours. The payment prescribed in this subclause will be in addition to the casual loading in clause 12.5.

Part 6—Leave and Public Holidays

29. Annual leave

[Varied by [PR992121](#)]

29.1 Annual leave is provided for in the NES. Annual leave does not apply to casual employees.

- (a) For the purposes of the additional week of annual leave provided for in the NES a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) In addition to the leave entitlement in Division 5 of the NES, where an employee with twelve months' continuous service is engaged for part of the twelve month period as a shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

[29.2 substituted by [PR992121](#)]

29.2 During a period of annual leave an employee will receive a loading calculated on the minimum wage rate in clause 15 of this award. Annual leave loading payment is payable on leave accrued and taken but it is not payable on leave paid out on termination.

The loading is as follows:

(a) Day work

Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.

(b) Shiftwork

Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

29.3 Leave allowed before due date

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination of employment.

29.4 Excessive leave

If an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks notice of the time when such leave is to be taken if:

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- (a) at the time the direction is given, the employee has eight weeks or more annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

29.5 Annual close-down

An employer may close down an enterprise or part of the enterprise for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than one month's notice of its intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close down pursuant to this clause also counts as service by the employee with their employer.

30. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

31. Community service leave

Community service leave is provided for in the NES.

32. Public holidays

32.1 Public holidays are provided for in the NES. These provisions are in addition to those provided for in the NES.

32.2 Substitution of certain public holidays by agreement at the enterprise

- (a) An employer and their employees may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (b) An agreement pursuant to clause 32.2 must be recorded in writing and be available to every affected employee.

Schedule A—Transitional Provisions

[Sched A inserted by [PR988393](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 20% |
| 1 July 2011 | 40% |
| 1 July 2012 | 60% |
| 1 July 2013 | 80% |

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Definitions for Distribution Facility Employees

[Sched A renumbered as Sched B by [PR988393](#)]

B.1 Distribution facility employee level 1

B.1.1 Skills/Duties

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Must be competent to perform one or more of the following tasks/duties:
 - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - (ii) preparation and receipt of appropriate documentation including liaison with suppliers;
 - (iii) allocating and retrieving goods from specific warehouse areas;
 - (iv) basic visual display unit (VDU) operation;
 - (v) periodic housekeeping and stock-checks; or
 - (vi) operating company small delivery vehicle.

B.2 Distribution facility employee level 2

B.2.1 Skills/Duties

- (a) Able to work from complex instructions and procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for the quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Must be competent to perform one or more of the following tasks/duties:
 - (i) inventory and distribution facility control, including:
 - licensed operation of all appropriate materials handling equipment;
 - use of tools and equipment within the warehouse (basic non-trades maintenance);
 - (ii) VDU operation; or

(iii) operates three to six tonne truck.

(f) In addition to the above, may possess a duly recognised first aid certificate.

B.3 Distribution facility employee level 3

B.3.1 Skills/Duties

(a) Understands and is responsible for quality control standards.

(b) Possesses an advanced level of interpersonal and communication skills.

(c) Competent keyboard skills.

(d) Sound working knowledge of all distribution facility duties performed at levels below this grade, exercises discretion within scope of this grade.

(e) May perform work requiring minimal supervision either individually or in a team environment.

(f) Must be competent to perform one or more of the following tasks/duties:

(i) use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc;

(ii) operation of all materials handling equipment under license, where required;

(iii) development and refinement of a distribution facility layout including proper location of goods and their receipt and dispatch; or

(iv) operates truck with a capacity in excess of six tonnes up to and including 13.9 tonnes GMV.

(g) In addition to the above, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.

B.4 Distribution facility employee level 4

B.4.1 Skills/Duties

(a) Implements quality control techniques and procedures.

(b) Understands and is responsible for a distribution facility or a large section of a distribution facility.

(c) Highly developed level of interpersonal and communication skills.

(d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.

(e) Exercises discretion within the scope of this level.

(f) Exercises skills attained through the successful completion of an appropriate certificate and must be competent to perform one or more of the following tasks or combination:

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- (i) liaising with management, suppliers and customers with respect to distribution facility operations;
- (ii) detailing and co-ordinating activities of other distribution facility workers; or
- (iii) maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc

Schedule C—Classification Structure and Minimum Rates of Pay

[Sched B renumbered as Sched C by [PR988393](#)]

Transport worker grade

- | | |
|---|---|
| 1 | General hand: greaser and cleaner, yardperson, vehicle washer and detailer, motor driver's assistant/furniture removers' assistant Loader—other than freight forwarder Courier—foot or bicycle |
| 2 | Loader—freight forwarder Tow motor driver Driver of a rigid vehicle (including a motor cycle) not exceeding 4.5 tonnes gross vehicle mass (GVM) |
| 3 | Driver of a fork-lift up to and including five tonnes lifting capacity Driver of a two—axle rigid vehicle on any other rigid vehicle exceeding 4.5 tonnes, but not exceeding 13.9 tonnes gross vehicle mass (GVM) unless by special permit or registration such vehicle may be up to 15 tonnes gross vehicle mass (GVM) Driver of a concrete mixer up to and including two cubic metre bowl Distribution facility employee level 1 |
| 4 | Driver of a three—axle rigid vehicle exceeding 13.9 tonnes gross vehicle mass (GVM) Driver oil tractor Radio operator Driver of fork-lift with a lifting capacity in excess of five tonnes and up to and including 10 tonnes Weighbridge attendant Driver of a straddle truck |

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Transport worker grade Classification

Driver of a concrete mixer over two cubic metre bowl and up to 4.9 cubic metre bowl

Crane chaser/dogger

Distribution facility employee level 2

5 Driver of a fork-lift with a lifting capacity in excess of 10 tonnes and up to 34 tonnes

Driver of a rigid vehicle with four or more axles and a GVM exceeding 13.9 tonnes

Driver of a rigid vehicle and heavy trailer combination with three axles and a GCM of 22.4 tonnes or less

Driver of an articulated vehicle with three axles and a GCM of 22.4 tonnes or less

Driver of a concrete mixer with five cubic metre bowl and over

6 Driver of a rigid vehicle and a heavy trailer combination with more than three axles and a GCM greater than 22.4 tonnes

Driver of a mobile crane lifting up to and including 25 tonnes

Driver of an articulated vehicle with more than three axles and a GCM greater than 22.4 tonnes

Driver of a low loader with a GCM up to and including 43 tonnes

Driver of a fork-lift with a lifting capacity over 34 tonnes

Transport rigger

7 Driver of a double articulated vehicle up to and including 53.4 tonnes GCM—including B—Doubles

Driver of a low loader with a GCM exceeding 43 tonnes

When driving a low loader for each additional complete tonne over 43 tonnes

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Transport worker grade Classification

GCM an extra \$1.06 (as part of the weekly rate for all purposes) will be payable

Provide that no load will exceed the limit prescribed by or under any State or Territory Act

Distribution facility employee level 3

8 Driver of a mobile crane with a lifting capacity in excess of 25 tonnes and up to 50 tonnes

Driver of a rigid vehicle and trailer(s) or double articulated vehicle exceeding 53.4 tonnes GCM including B—Doubles

Driver of multi-axle platform trailing equipment with a carrying capacity up to and including 70 tonnes capacity

9 Driver of a mobile crane with a lifting capacity in excess of 50 tonnes

Driver of a gantry crane

Driver of a rigid vehicle with trailer combinations or articulated vehicle with trailer combinations exceeding 94 tonnes GCM

Distribution facility employee level 4

Aerodrome attendant

10 Driver of a multi-axle platform trailing equipment with a carrying capacity in excess of 70 tonnes and up to and including 100 tonnes or each additional 10 tonnes or part thereof in excess of 100 tonnes an extra \$13.12 (as part of the weekly wage rate for all purposes) up to 150 tonnes will be payable

For each additional 10 tonnes or part thereof in excess of 150 tonnes an extra \$12.54 (as part of the weekly wage rate for all purposes) up to 200 tonnes will be payable

For work performed in excess of 200 tonnes and up to 300 tonnes an additional payment of \$12.25 day (as part of the weekly wage rate for all purposes) to be added to the 200 tonnes rate

Schedule D—National Training Wage

[Sched C renumbered as Sched D by [PR988393](#)]

Schedule E—Supported Wage System

[Sched D renumbered as Sched E by [PR988393](#)]

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*, 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 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 Education, Employment and Workplace Relations 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 \$69 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 Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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 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 Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the 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 supported wage system.

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four 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 \$69 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.