Aluminium Industry Award 2010

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Part 1—Application and Operation

1. Title
This award is the Aluminium Industry Award 2010.

2. Commencement date
This award commences on 1 January 2010.

3. Definitions and interpretation
3.1 In this award, unless the contrary intention appears:

- **Act** means the *Fair Work Act 2009* (Cth)
- **adult apprentice** means an employee who is 21 years of age or over at the time of signing the contract of training
- **afternoon shift** means any rostered shift finishing after 6:00 pm and at or before midnight, except where working 12 hour shifts.
- **award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)
- **base rate of pay** has the same meaning as in the NES
- **continuous shiftworker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of seven consecutive days without interruption (except for breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts, including on Sundays and public holidays
- **day shift** means any shift that is not an afternoon shift or a night shift
- **employee** means a national system employee as defined in sections 13 and 30C of the Act
- **employer** means a national system employer as defined in sections 14 and 30D of the Act
- **enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)
- **leading hand** means an employee appointed to classification Grade 4 or above under this award by the employer to be in charge of the work of three or more employees
- **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)
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**ordinary hourly rate of pay** means 1/38th of the weekly wage rate of pay for the employee’s classification in clause 13—Classifications

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

**remote work** means work required to be performed in any location that is operated by the employer as a remote location, including but not limited to sites operating on a fly-in/fly-out, drive-in/drive-out or bus-in/bus-out basis

**roster** means a calendar of days identifying the days/shifts on which an employee is (or employees are) required to work

**rostered shift** means a shift of which an employee (other than a casual employee) has had at least 48 hours notice

**shiftworker** means an employee rostered to regularly work on afternoon and/or night shift. The roster may also include work on day shift.

**standard rate** means the minimum weekly wage for an Aluminium Worker Grade 4 in clause 13.4(b)

**weekly wage rate** means the ordinary time weekly wage rate of pay for the employee’s classification in clause 13—Classifications

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 aluminium industry and their employees in the classifications listed in Schedule A—Classifications to the exclusion of any other modern award.

4.2 For the purposes of this clause, **aluminium industry** means bauxite operations and the treatment of bauxite, alumina, aluminium or any of their derivatives, including:

(a) resource drilling, extraction, rehabilitation work and treatment of bauxite;

(b) all processing, refining, smelting, melting, casting and rolling operations performed in connection with the treatment of bauxite, alumina, aluminium and any of their derivatives;

(c) activities ancillary to clauses 4.2(a) and (b) including, but not limited to:

(i) the generation and/or transmission of power and/or steam that is ancillary or incidental to the employer’s activities in clauses 4.2(a) or (b) (albeit that excess power may sold into the grid); and

(ii) bulk materials handling at a wharf or any load out/in facility, including the loading and unloading of bauxite, alumina and other bulk materials for the purpose of such activities by employers engaged in such activities;

(d) the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment used in activities set out in
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clauses 4.2(a), (b) and (c) by employees principally employed to perform work on an ongoing basis at a location where such activities are being performed; and

(e) the provision of supplementary labour services used in activities set out in clauses 4.2(a), (b) and (c) by supplementary labour personnel principally engaged to perform work at a location where such activities are being performed.

NOTE: The placement by a contractor of employees at an aluminium industry facility for the period of a programmed maintenance shutdown would not bring the contractor within the aluminium industry under clause 4.2(d).

4.3 This award does not cover employers in respect of their employees in relation to the following:

(a) the processing, melting, casting, rolling, extrusion and fabrication of aluminium as part of other manufacturing operations and activities of employers covered by the Manufacturing and Associated Industries and Occupations Award 2010;

(b) catering, accommodation, cleaning and incidental services (unless employed by an aluminium industry employer or a related company);

(c) clerical and administrative staff;

(d) staff employees engaged in managerial, professional, scientific and senior supervisory positions;

(e) staff employees in paraprofessional technical positions;

(f) security services (unless employed by an aluminium industry employer or a related company); or

(g) persons employed in the head office or town office of an employer.

4.4 The award does not cover an employee excluded from award coverage by the Act.

4.5 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

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

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.
5. **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) not disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment.

7.4 For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment if:

(a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and

(b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.5 The agreement between the employer and the individual employee must also:
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(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 does not disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

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

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.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 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
8.2 **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 8.1, 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 8.1.

(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.

9. **Dispute resolution**

9.1 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.

9.2 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 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 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.
Part 3—Types of Employment and Termination of Employment

10. **Types of employment**

10.1 An employee may be engaged on a full-time, part-time or casual basis. The employer must advise an employee in writing at the time of engagement whether the employee is engaged on a full-time, part-time or casual basis. The employer must also advise in writing the classification level to which the employee is appointed and in the case of casual employees the likely number of hours the employee will be required to work.

10.2 **Full-time employment**

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

10.3 **Part-time employment**

(a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which over the roster cycle average less than 38 ordinary hours per week.

(b) A part-time employee must be engaged for a minimum of three consecutive hours per shift. In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of three hours.

(c) Before commencing part-time employment, the employee and employer must agree in writing:

(i) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and

(ii) on the classification applying to the work to be performed.

(d) The terms of the agreement in clause 10.3(c) may be varied by consent in writing.

(e) The agreement under clause 10.3(c) or any variation to it under clause 10.3(d) must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.

(f) Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed upon in accordance with clauses 10.3(c) and (d).

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

(h) A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 10.3(c) and (d) must be paid at overtime rates.

(i) Where the part-time employee’s normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clause 21.12.
10.4 Casual employment

(a) A casual employee is one engaged and paid as such. A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the relevant minimum weekly wage prescribed in clause 13.4 for the work being performed plus a casual loading of 25%. The casual loading is paid instead of annual leave, paid personal/carer’s leave, paid compassionate leave, notice of termination, redundancy benefits and any other matters from which casuals are excluded by the terms of this award and the NES.

(b) On each occasion a casual employee is required to attend work the employee must be paid for a minimum of three hours work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement of less than the minimum of three hours.

(c) An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level, the rate of pay and the likely number of hours required.

(d) Subject to clause 10.4(b), a casual employee’s employment may be terminated on one hour’s notice or payment instead.

10.5 Apprentices

(a) The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.

(b) An apprentice is an employee engaged under a training agreement or contract of apprenticeship approved by the relevant State or Territory authority.

(c) The probationary period of an apprentice is set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with state legislation.

(d) The minimum wages applying to apprenticeships are as set out in clause 13.6.

(e) Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory progress must be reimbursed all fees and reasonable book costs paid by them.

(f) Periods of time which an apprentice is required to spend, and does spend, during ordinary working hours at a technical college, school, registered training organisation or TAFE, for the purposes of pay and other entitlements, will be deemed to have been spent in normal attendance at the employer’s workplace.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 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.

11.3 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.

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 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.

12.3 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.

12.4 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 11.3.

12.5 Transitional provisions

(a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

(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 *Workplace Relations Act 1996* (Cth) 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 notional agreement preserving a State award 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) This clause 12.5 ceases to operate on 31 December 2014.

**Part 4—Minimum Wages and Related Matters**

13. **Classifications**

13.1 The classifications are set out in Schedule A—Classifications.

13.2 **Progression**

An employee will progress through the classification levels subject to the employee possessing and demonstrating the applicable skills and other competencies to proficiently undertake all of the duties required for the level and being required and appointed by the employer to perform work at that level.

13.3 **Flexible working**

There are no fixed streams of work. Employees covered by this award will work in any of the following operations, tasks and activities (including all ancillary duties) carried out by an employer covered by this award:

(a) bauxite mining and related operations;

(b) power and steam generation including ancillary operations;

(c) process/production;

(d) servicing, maintenance, modification and repair of plant and equipment, machinery, buildings and other works and structures;

(e) on site transport, logistics and stores; or

(f) materials handling at a wharf or any load out/in facility, including the loading and unloading of bauxite, alumina and bulk materials and ancillary activities.

13.4 **Wage rates—adult employees**

(a) Except as elsewhere provided in this award, the minimum rates of pay for an adult employee (other than an apprentice) is the rate for the appropriate classification plus any applicable allowances prescribed in this award.
(b) The minimum rates of pay for each classification will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Weekly wage rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminium Worker Grade 1</td>
<td>565.00</td>
</tr>
<tr>
<td>Aluminium Worker Grade 2</td>
<td>594.00</td>
</tr>
<tr>
<td>Aluminium Worker Grade 3</td>
<td>618.00</td>
</tr>
<tr>
<td>Aluminium Worker Grade 4</td>
<td>637.60</td>
</tr>
<tr>
<td>Aluminium Worker Grade 5</td>
<td>682.00</td>
</tr>
<tr>
<td>Aluminium Worker Grade 6</td>
<td>728.00</td>
</tr>
<tr>
<td>Aluminium Worker Grade 7</td>
<td>765.00</td>
</tr>
<tr>
<td>Aluminium Worker Grade 8</td>
<td>797.00</td>
</tr>
</tbody>
</table>

13.5 Wage rates—junior employees

Where the law permits junior employees to perform work in the industry, the junior employee will be entitled to the percentage of the applicable adult weekly wage rate (or, in the case of part-time or casual employees, the percentage of the applicable adult ordinary hourly rate of pay) for their classification:

<table>
<thead>
<tr>
<th>Age</th>
<th>% of adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 years or less</td>
<td>75</td>
</tr>
<tr>
<td>At 17 years</td>
<td>85</td>
</tr>
<tr>
<td>At 18 years</td>
<td>100</td>
</tr>
</tbody>
</table>

13.6 Wage rates—apprentices

(a) The rate of pay for apprentices (other than adult apprentices) will be the following percentage of the weekly wage rate for an Aluminium Worker Grade 4:

<table>
<thead>
<tr>
<th>Year</th>
<th>% of Aluminium Worker Grade 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50</td>
</tr>
<tr>
<td>2nd</td>
<td>60</td>
</tr>
<tr>
<td>3rd</td>
<td>75</td>
</tr>
<tr>
<td>4th year and thereafter</td>
<td>88</td>
</tr>
</tbody>
</table>

(b) The rate of pay for adult apprentices will be the following percentage of the weekly wage rate for an Aluminium Worker Grade 4:

<table>
<thead>
<tr>
<th>Year</th>
<th>% of Aluminium Worker Grade 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 4th year</td>
<td>90</td>
</tr>
<tr>
<td>4th year and thereafter</td>
<td>95</td>
</tr>
</tbody>
</table>
13.7 Supported wage system
See Schedule B

13.8 National training wage
See Schedule C

13.9 School-based Apprentices
See Schedule D

14. Higher duties
An employee engaged for more than two hours during any one day or shift on duties carrying a higher minimum wage than the employee’s classification must be paid the higher minimum wage for the day or shift. If the higher duties are performed for two hours or less during one day or shift, the employee must be paid the higher minimum wage for the time so worked.

15. Allowances

15.1 First aid allowance
An employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or to otherwise perform first aid duty, will be paid a first aid allowance of 2% of the standard rate per week in addition to the employee’s weekly wage rate for the period of the appointment.

15.2 Leading hand allowance
A leading hand must be paid a weekly allowance of:

(a) if in charge of 3–10 employees—4.4% of the standard rate;
(b) if in charge of 11–20 employees—5.6% of the standard rate; or
(c) if in charge of more than 20 employees—7.5% of the standard rate.

15.3 Work conditions and disability allowances
A single all purpose weekly payment of 4.5% of the standard rate will be paid for all disabilities, working conditions and special factors associated with work in the aluminium industry. Without limiting the generality of this statement, this will cover such things as:

(a) wet, hot or dusty work;
(b) wet ground;
(c) working in water or rain;
(d) working at heights;
(e) cleaning flues;
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(f) isolation (working at an isolated location);

(g) cold work;

(h) dirty work;

(i) fumes;

(j) confined spaces; or

(k) the necessity to wear protective clothing and equipment.

15.4 Reimbursement and expense related allowances

(a) Meal allowance for overtime work

An employee will be paid a meal allowance of $12.75 on each occasion the employee is entitled to a rest break during overtime work. An allowance is not required to be paid if the employer provides a meal or meal-making facilities or if the employee was notified no later than the previous day or shift that they would be required to work overtime.

(b) Tool allowance

An employee who is required by the employer to supply and maintain tools ordinarily required in the performance of work will be paid an allowance of $13.65 per week.

15.5 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:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Tool allowance</td>
<td>Tools component of the household appliances, utensils and tools sub-group</td>
</tr>
</tbody>
</table>

16. Accident pay

16.1 Subject to clause 16.2, an employee is entitled to accident pay in accordance with the terms of:

(a) a notional agreement preserving a State award 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.

16.2 The employee’s entitlement to accident pay under the notional agreement preserving
a State award or the award is limited to the amount of accident pay which exceeds
the employee’s entitlement to accident pay, if any, under any other instrument.

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

16.4 This clause ceases to operate on 31 December 2014.

17. **Payment of wages**

17.1 **Period of payment**

(a) Wages must be paid weekly or fortnightly, according to the actual ordinary and
overtime hours worked each week or fortnight; or according to the average
number of ordinary and overtime hours worked each week or fortnight.

(b) By agreement between the employer and the majority of employees in the
relevant enterprise, wages may be paid three weekly, four weekly or monthly.
Agreement in this respect may also be reached between the employer and an
individual employee.

17.2 **Method of payment**

(a) Wages must be paid by cash, cheque or electronic funds transfer into the
employee’s bank or other recognised financial institution account.

(b) In the case of an employee paid by cheque, if the employee requires it, the
employer is to have a facility available during ordinary hours for the
encashment of the cheque.

17.3 **Payment of wages on termination of employment**

On termination of employment, wages due to an employee must be paid on the day
of termination or paid to the employee by the next regular pay day in accordance
with clause 17.2.

17.4 **Day off coinciding with pay day**

Where an employee is paid wages by cash or cheque and the employee is, by virtue
of the arrangement of their ordinary hours, to take a day off on a day which coincides
with pay day, such employee must be paid no later than the employee’s working day
immediately following the pay day. However, if the employer is able to make
suitable arrangements, wages may be paid on the working day preceding pay day.

17.5 **Wages to be paid during working hours**

(a) Where an employee is paid wages by cash or cheque, such wages are to be paid
during ordinary working hours.
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(b) If an employee is paid wages by cash and is kept waiting for their wages on pay day after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.

18. Superannuation

18.1 Superannuation legislation

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

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

18.2 Employer contributions

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

18.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

18.4 Superannuation fund

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

(a) Westscheme Pty Ltd; or
Part 5—Hours of Work and Related Matters

19. Ordinary hours of work and rostering

19.1 Ordinary hours of work are provided for in the NES.

19.2 Ordinary hours of work

(a) A full-time employee’s ordinary hours of work will be an average of 38 hours per week averaged over the roster cycle. The ordinary hours of work for part-time and casual employees must be consistent with clause 10—Types of employment. Provided that for part-time employees the ordinary hours must be averaged over the roster cycle. A roster cycle must not exceed 26 consecutive weeks.

(b) Any time worked outside of the ordinary hours of any shift is overtime.

(c) An employee will be advised in writing of which specific hours in the roster cycle are ordinary hours and which hours are overtime.

(d) Employees, other than shiftworkers, may be required to work as many ordinary hours per day as can be worked between 6.00 am and 6.00 pm, Monday to Sunday. Ordinary hours worked outside of the foregoing spread of hours are to be paid at overtime rates. However, an employer may agree with a majority of affected employees or an individual employee to alter the spread of hours in this clause to suit operational and employee needs.

(e) The ordinary hours of work on any day for an employee, other than a shiftworker, exclude meal breaks. The ordinary hours of work on any shift for a shiftworker include meal breaks.

19.3 Maximum hours of any shift

Subject to clause 19.9, unless agreed otherwise by the employer and the majority of affected employees, the maximum duration of any shift must not exceed 12 hours irrespective of whether the shift is comprised of ordinary hours, overtime hours or a combination of both.

19.4 Work cycle or Fly-In-Fly-Out/Drive-In-Drive-Out operations

(a) Employees may be engaged to work on a work cycle made up of working and non-working days.

(b) The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working and non-working weeks in the work cycle.
(c) The applicable overtime rates will be paid for work required to be performed in addition to rostered hours on any shift and for time required to be worked in excess of the total rostered hours in the work cycle.

19.5 Rosters

(a) Subject to this award an employer may introduce a roster (including shift start and finish times) that does not include any of the following:

(i) an average over the roster cycle of more than 44 rostered hours work per week;

(ii) the working of more than seven consecutive shifts;

(iii) the working of more than 12 shifts in any 14 consecutive calendar days; and

(iv) the working of more than four consecutive shifts where the rostered shift length is more than 10 hours.

(b) Any other roster may be introduced by agreement between the employer and the majority of the affected employees.

19.6 Change of roster

(a) Subject to this award, the employer, upon two weeks’ notice, may implement and/or change the roster to meet its operational requirements having regard to the health and safety of the employees.

(b) The notice period may be reduced where agreed by the employer and the majority of affected employees.

19.7 Change of place on a roster

An employer may vary an employee’s place on a roster (i.e. transfer from one crew to another) and/or vary the employee’s start and finish times by giving 48 hours’ notice or such shorter period as is agreed between the employer and an individual employee. Where a shorter period is agreed, any ordinary hours worked between the time the employee commences to work the varied days and/or the varied start/finish times and the expiry of 48 hours’ notice will be paid at overtime rates.

19.8 Commencement or cessation of shiftwork

An employee may be required to commence to perform or cease to perform shiftwork upon one week’s notice. Where less than one week’s notice is given any ordinary hours worked between the time the employee commences or ceases to work shiftwork and the expiry of one week’s notice will be paid at overtime rates.

19.9 Reasonable handover work

Employees may be required to perform reasonable handover work to ensure the continuity of operations. An employee who is not relieved as scheduled at the end of a shift, must continue working until relieved or authorised by the employer to finish work, such authorisation must not be unreasonably withheld.
19.10 Consultation
The employer must, upon request by a directly affected employee, consult with directly affected employees about any changes made under this clause.

19.11 Emergency arrangements
In the case of an emergency, an employer may vary or suspend any roster arrangement immediately for the duration of that emergency.

20. Meal breaks

20.1 An employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked.

20.2 A shiftworker, working 10 hours or less, will be entitled to a paid meal break of 20 minutes per shift.

20.3 A shiftworker working for longer than 10 hours will be entitled to a paid meal break of 40 minutes per shift.

20.4 An employee must not be required to work for more than five hours without a meal break. Where the employee agrees to work for more than five hours without a meal break, the employee will be paid at overtime rates until the meal break is taken.

20.5 The employer may stagger the taking of meal breaks to ensure continuity of operations (including routine maintenance).

20.6 Meal breaks may be taken as two breaks by agreement, subject to operational requirements, to ensure the continuity of operations.

21. Overtime and penalty rates

21.1 Overtime payments—employees other than continuous shiftworkers

(a) Except where provided otherwise in this clause, an employee (other than a continuous shiftworker) will be paid the following payments for all work done in addition to or outside the employee’s ordinary hours:

(i) 150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter, for overtime worked each day from Monday to Saturday (inclusive);

(ii) 200% of the ordinary hourly rate of pay for overtime worked on a Sunday; and

(iii) 250% of the ordinary hourly rate of pay for overtime worked on a public holiday.

(b) An employee required to work un-rostered overtime on a Saturday or a Sunday must be provided with a minimum of four hours work or payment instead.
21.2 **Overtime payments—continuous shiftworkers**

A continuous shiftworker will be paid for all work done in addition to or outside the employee’s ordinary hours at the rate of 200% of the ordinary hourly rate of pay.

21.3 **Method of calculation of overtime rate**

(a) When computing overtime payments, each day or shift worked will stand alone.

(b) Any payments for overtime worked under this clause are in substitution of any applicable shift penalties or weekend penalty rates that would otherwise apply.

(c) Overtime is not payable when the time is worked:

   (i) by arrangement between the employees themselves;

   (ii) for the purpose of effecting the customary rotation of shifts or to give effect to transfers of new employees to regular shift rosters; or

   (iii) on a shift to which an employee is transferred at short notice as an alternative to standing down the employee.

21.4 **Rest period after overtime**

(a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between successive working days.

(b) An employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to other provisions in 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 hours occurring during such absence.

(c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

(d) By agreement between the employer and an individual employee, the 10 hour break provided for in clause 21.4(a) to (c) may be reduced to a period of no less than eight hours.

(e) The provisions of clause 21.4(a) to (c) will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:

   (i) for the purpose of changing shift rosters;

   (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or

   (iii) where a shift is worked by arrangement between employees themselves.
21.5 Rest breaks—un-rostered overtime

(a) An employee working un-rostered overtime for one and a half hours or more after working rostered hours will, before starting such overtime, be allowed a rest break of 20 minutes to be paid at the appropriate overtime rate.

(b) An employee working overtime, including any un-rostered overtime shifts, will be allowed a rest break of 20 minutes (to be paid at the appropriate overtime rate) after each four hours of overtime worked except where the employee is not required to resume overtime work after the rest break.

(c) An employer and the majority of employees concerned may agree to any change to this clause to meet operational needs, provided the employer is not required to make any payment in excess of or less than 20 minutes.

21.6 Transport of employees

When an employee, after having worked un-rostered overtime or an un-rostered shift (of which less than 24 hours notice was provided), finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with transport home, or pay the employee at the ordinary hourly rate of pay for the time reasonably occupied in reaching home.

21.7 Recall

An employee recalled to work overtime after leaving the employer’s premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of four hours (including travel time) or will be paid for a minimum of four hours work in circumstances where the employee is engaged for a lesser period. Additional travel time outside the four hour minimum period will be paid at the ordinary hourly rate of pay.

21.8 Time off instead of payment for overtime

An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. The employee may, without loss of pay, take off one hour of rostered work time for each hour of overtime worked. The time off instead payment for overtime must be taken in the same roster cycle as the working of the overtime.

21.9 Make-up time

An employee may elect, with the consent of the employer, to work make-up time under which the employee does not work ordinary hours in accordance with the employee’s roster but works those hours at a later time within the same roster cycle.

21.10 Shiftwork penalties

(a) A shiftworker whilst on afternoon shift or a rotating night shift Monday to Friday (inclusive) must be paid a loading of 15% of 1/38th of the standard rate for each ordinary hour worked.

(b) A shiftworker whilst on permanent night shift Monday to Friday (inclusive) must be paid a loading of 30% of 1/38th of the standard rate for each ordinary hour worked.
21.11 Weekend work penalties

An employee will be paid the following penalties for ordinary hours worked on a Saturday or Sunday in addition to their ordinary rate:

(i) 50% of the ordinary hourly rate of pay for ordinary hours worked on a Saturday; and

(ii) 100% of the ordinary hourly rate of pay for ordinary hours worked on a Sunday.

21.12 Public holiday penalties

An employee will be paid a penalty of 150% of the ordinary hourly rate of pay in addition to the ordinary rate for ordinary hours worked on a public holiday.

21.13 Extra rates not cumulative

Extra rates are not cumulative so as to exceed for any employee a maximum payment of:

(a) 250% of the relevant ordinary hourly rate of pay in respect of work performed on a public holiday; or

(b) 200% of the relevant ordinary hourly rate of pay in respect of work performed on any other day.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

22.2 For the purposes of the annual leave provisions of the NES:

(a) shiftworker means a continuous shiftworker as defined in this award;

(b) an employer may convert the annual leave entitlement in the NES to an equivalent ordinary hour entitlement for administrative ease (for example 152 hours for a full-time employee entitled to four weeks’ of annual leave and 190 hours for a continuous shiftworker); and

(c) an employee who is engaged for part of the 12 monthly period as a continuous shiftworker will have their annual leave entitlement increased by 1.6 hours for each fortnight (or part thereof) spent on continuous shiftwork. The additional annual leave entitlement will not exceed 38 hours in the 12 month period.

22.3 Annual leave exclusive of public holidays

The annual leave prescribed by this clause is exclusive of any of the public holidays prescribed by clause 26—Public holidays. If, within an employee’s period of annual leave, a holiday falls on a day on which that employee was rostered to work ordinary
hours, there will be added to the period of annual leave an equivalent number of rostered ordinary hours.

22.4 Annual leave loading

An employee during a period of annual leave will be paid an annual leave loading of:

(a) 20% of the ordinary hourly rate of pay for the rostered ordinary hours falling within the period of annual leave; or

(b) the employee’s projected roster earnings (including rostered overtime, penalties and allowances) for the period of annual leave less the payment required by the NES,

whichever is the greater.

22.5 Taking of annual leave during shut-downs

An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works provided the employer gives not less than four weeks’ notice of intention to do so. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay for the balance of the period.

22.6 Excessive leave

An employer may direct an employee to take paid annual leave if the employee has accrued more than eight weeks or, in the case of continuous shiftworkers, 10 weeks, paid annual leave, and the employer and the employee are unable to reach agreement on the taking of the leave provided that the remaining balance must be not less than 8 weeks. An employer must give an employee at least 28 days’ notice prior to the date the employee is required to commence the leave.

22.7 Paid leave in advance of accrued entitlement

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.

22.8 Payment (including proportionate leave) on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken (including pro rata leave for part of a year). Payment will be made in accordance with the NES.

23. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the NES.
24. **Community service leave**

Community service leave is provided for in the NES.

25. **Parental leave**

Parental Leave is provided for in the NES.

26. **Public holidays**

26.1 Public holidays are provided for in the NES.

26.2 **Substitution of public holidays**

An employer and a majority of affected employees or an individual employee may reach agreement in writing to substitute a day or part of a day for a day or part of a day that would otherwise be a public holiday under the NES.
Schedule A—Classifications

A.1.1 Preamble

In each of the classifications under this award it is a requirement that an employee must:

(a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee’s ability and competence;

(b) utilise any skills, qualifications and other competencies acquired or used at a lower grade and undertake any duties falling within their current or any lower grade;

(c) acquire any skills reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and

(d) use such tools and equipment as may be required, subject to the limits of the employee’s skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

A.1.2 Aluminium Worker Grade 1—Entry

(a) An employee at this grade undertakes standard induction and entry level training covering the following so as to perform basic process and/or production tasks:

(i) conditions of employment;

(ii) health, safety and the environment;

(iii) first aid; and

(iv) work documentation procedures and quality control.

(b) The employee must also acquire the necessary licences associated with lifting, handling and conveying systems (including basic mobile equipment). This employee performs routine duties essentially of a manual nature and exercises judgment on limited tasks under direct supervision, including some combination of:

(i) basic lifting, handling and transportation activities;

(ii) monitoring and adjusting field equipment or process controls;

(iii) collecting, preparing and basic testing of samples;

(iv) maintaining accurate records; and

(v) cleaning and simple maintenance and servicing functions.

(c) Such employees will undertake the training necessary to perform simple tagging tasks necessary to ensure their own safety and that of other employees.

A.1.3 Aluminium Worker Grade 2—Basic

An employee at this grade has completed induction and entry level training and competently carries out basic and semi-skilled work under close supervision in
accordance with standard operating procedures and established criteria involving a defined range of plant, machinery, equipment and/or process functions. This may include:

(a) operating and non trade servicing of mining trucks and other mobile equipment;
(b) starting up, monitoring, adjusting, basic isolation and tagging and shutting down of plant, machinery and equipment; and
(c) responding to malfunctions or anomalies in the production process.

**A.1.4 Aluminium Worker Grade 3—Intermediate**

(a) An employee at this grade will competently carry out semi-skilled work on a broader range of plant, machinery, equipment and/or process functions, or, alternatively work at an advanced level on a defined range of plant, machinery, equipment and/or process functions. In doing so, the employee will:

(i) utilise a range of quality control tools and computer-based process systems;
(ii) undertake intermediate isolation and tagging of plant for maintenance purposes;
(iii) undertake basic repairs and maintenance;
(iv) perform analysis of collected samples in the field;
(v) undertake mechanical and material handling tasks; and
(vi) maintain materials and operating supply and stores systems.

(b) The employee exercises discretion within their skill level, assists in providing basic instructional on the job training and is responsible for quality work subject to routine supervision.

**A.1.5 Aluminium Worker Grade 4—Competent**

(a) An employee at this grade works from complex instructions and procedures to either:

(i) perform work under general supervision at an elevated level beyond that specified in Grade 3 on a broad range of more complex plant, machinery, equipment and/or process functions. This includes the monitoring, operation and control of multiple manufacturing processes, including the identification and correction of problems and deviations, the instigation of corrective activities and solutions and the maintenance of operational targets; or

(ii) apply trade skills and knowledge acquired through completion of a trade certificate or equivalent qualification in a relevant trade so as to maximise the capacity, efficiency, reliability and availability of plant, machinery, works and equipment.

(b) The employee can plan and prioritise tasks, select equipment and appropriate procedures from known alternatives, work under limited supervision and take responsibility for the work of others. At this Grade, the employee:
(i) must understand and apply more advanced quality control techniques;
(ii) must be capable of undertaking higher level isolation and tagging;
(iii) may be required to undertake advanced scaffolding and rigging work;
(iv) must exercise a high level of discretion and decision making capability;
(v) be capable of operating all equipment incidental to the work; and
(vi) may be required to become involved in the delivery of more complex on the job training.

(c) Employees at this level are also required to provide relief and assistance to Advanced Operators, including process controllers.

A.1.6 Aluminium Worker Grade 5—Advanced

(a) An employee at this grade performs tasks which require in-depth skill or knowledge, or an integration of a broad range of skills, to either:

(i) a high degree of proficiency across the complete range of plant, equipment, machinery and process functions and systems in their operating area. They are expected to take a role in decision making, problem solving and improvement initiatives and can work effectively without supervision. To do so, the employee must demonstrate and use well developed interpersonal, communication and supervision skills to provide support, guidance and assistance to other employees and the team; or

(ii) that require the completion of a post trade certificate appropriate for this level or that involve the acquisition of equivalent competencies in a relevant trade by other means (such as in plant training or on the job experience).

(b) At this grade, employees:

(i) are expected to contribute to the planning, prioritizing and scheduling of work activities;

(ii) be capable of preparing reports and analysing equipment data;

(iii) may be required to plan and undertake complex multiple isolation and tagging procedures in preparation for group access; and

(iv) assist with the development and delivery of more formal training.

A.1.7 Aluminium Worker Grade 6—Advanced Tradesperson

At this grade a tradesperson will have met all the requirements of a Grade 5 and is expected to:

(a) make a substantial contribution to the planning, prioritising and scheduling of work activities and have a comprehensive knowledge of the operating principles of the systems and equipment on which they are required to work;
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(b) work effectively and autonomously across the complete range of plant, equipment, machinery and process functions and systems in their operating area; and

(c) utilise relevant trade qualifications and additional knowledge acquired through a formal post trade qualification appropriate at this level or achievement of equivalent competencies by other means to install, repair, maintain, test, modify, commission and fault-find on complex plant, machinery and/or equipment.

(d) This employee will also:

(i) provide trade guidance;

(ii) assist in training others;

(iii) work under minimum supervision;

(iv) troubleshoot PLCs to an advanced level and adjust PLC programs to operating requirements; and

(v) collect and analyse specific data for technical reporting.

A.1.8 Aluminium Worker Grade 7—Trades Specialist

(a) A tradesperson at this Grade must possess and utilise advanced and high precision trade skills so as to work at a more senior level than Grade 6 on plant, machinery and equipment involving often sophisticated mechanical, hydraulic, pneumatic and electrical components, circuitry and control systems. This includes the undertaking of high level diagnostic and fault-finding tasks.

(b) In addition, such a tradesperson:

(i) must hold and utilise a dual instrument/electrical (electronic) or equivalent dual trades qualification that is relevant to the operation; or

(ii) is accountable for the overall performance and reliability of designated plant, machinery and equipment under their management. This will include such things as the allocation of resources, in depth predictive analysis and high level planning and scheduling.

A.1.9 Aluminium Worker Grade 8—Dual Trade Instrument/Electrical Technician

An employee at this grade:

(a) holds and utilises a dual instrument/electrical (electronic) qualification and a prescribed post trade certificate that is relevant to the operation and fully equips the tradesperson to perform at this level;

(b) applies their higher level of knowledge and skills, including a comprehensive understanding of system logics and programs, to improve the performance, reliability and functionality of electrical and electronic systems as well as redesign field applications; and

(c) must be capable of undertaking small scale projects designed to modify and upgrade existing systems which can involve the preparation of drawings, supervision, installation and commissioning of the modified system.
Schedule B—Supported Wage System

B.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.

B.2  In this schedule:

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

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

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

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

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

- **SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate

B.3  Eligibility criteria

B.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.

B.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.
## B.4 Supported wage rates

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

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**B.4.2** Provided that the minimum amount payable must be not less than $69 per week.

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

## B.5 Assessment of capacity

### B.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.

### B.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.

## B.6 Lodgement of SWS wage assessment agreement

### B.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 Fair Work Australia.

### B.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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.
B.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.

B.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.

B.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.

B.10 Trial period

B.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.

B.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.

B.10.3 The minimum amount payable to the employee during the trial period must be no less than $69 per week.

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

B.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 B.5.
Schedule C—National Training Wage
Schedule D—School-based Apprentices

D.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

D.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

D.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

D.4 For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

D.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

D.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

D.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

D.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

D.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

D.10 If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

D.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.