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

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Part 1—Application and Operation

1. Title

This award is the Salt Industry Award 2010.

2. Commencement and Transitional

2.1 This award commences on 1 January 2010.

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 *Fair Work Act 2009* (Cth)

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

afternoon shift means any shift finishing after 6.00 pm and at or before midnight

base rate of pay has the meaning in the NES

continuous shiftworker means an employee engaged in a continuous process who is rostered to work regularly on Sundays and public holidays

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)

full rate of pay has the meaning in the NES

minimum weekly rate means the minimum weekly rate of pay set out in clause 14—Minimum wages

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

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

ordinary hourly base rate of pay means the ordinary base rate of pay contained in the appropriate classification in clause 14.1 divided by 38

shiftworker means an employee for the time being engaged to work in a system of shifts, being afternoon shifts, night shifts or both, or a continuous shiftworker

standard rate means the minimum wage for a Level 4 employee in clause 14.1

work cycle means a roster cycle made up of working and non-working days

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

This industry award covers employers throughout Australia who are engaged in the salt industry in respect of work by their employees engaged in the classifications listed in clause 13—Classifications, to the exclusion of any other modern award.

4.1 **Definition of salt industry**

For the purposes of this clause *salt industry* means:

(a) The producing, gathering, extracting, harvesting, storing, distributing, packaging, manufacturing, treating, refining, brine handling, processing and transporting, shipping and conveying of salt and incidental related work by employees of the employer.

(b) The servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment or camp facilities used in the activities set out in clause 4.1(a) by employees employed by the employer.

(c) The provision of temporary labour services used in the activities set out in clauses 4.1(a) and (b), by temporary labour personnel principally engaged to perform work at a location where the activities described in clause 4.1(a) and (b) are being performed.

4.2 **Exclusions**

This award does not cover:

(a) an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award; and

(b) an employee excluded from award coverage by the Act; and

(c) employers in respect of their operations or activities covered by the *Manufacturing and Associated Industries and Occupations Award 2010*, except for work covered by clause 4.1 above.

4.3 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.

4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.5 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.

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 alteration of any of these matters an alteration is deemed not to have significant effect.
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

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

10.1 Full-time employment

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

10.2 Part-time employment

(a) A part-time employee is an employee who:

(i) is engaged to work an average of fewer than 38 ordinary hours per week; and

(ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(b) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification in clause 14—Minimum wages.

(c) An employer must inform a part-time employee of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.

10.3 Casual employment

(a) A casual employee is one engaged and paid as such. A casual employee’s ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer. The minimum engagement for a casual is four hours.

(b) For each hour worked, a casual employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 14—Minimum wages, plus a casual loading of 25%. The loading constitutes part of the casual employee’s all-purpose rate.

(c) The casual loading is paid instead of annual leave, personal/carer’s leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

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
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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.

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.

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 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

The classifications under this award are set out in Schedule B—Classification and Structure.

14. Minimum wages

14.1 Adult employees

A full-time adult employee must be paid a minimum weekly rate for their classification as set out in the table below:

<table>
<thead>
<tr>
<th>Level</th>
<th>Minimum weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1—Introductory</td>
<td>$570.65</td>
</tr>
<tr>
<td>Level 2—Basic</td>
<td>$588.50</td>
</tr>
<tr>
<td>Level 3—Intermediate</td>
<td>$613.40</td>
</tr>
<tr>
<td>Level 4—Competent</td>
<td>$637.60</td>
</tr>
<tr>
<td>Level 5—Advanced</td>
<td>$664.40</td>
</tr>
</tbody>
</table>

14.2 Junior employees

Junior employees will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for the Level 2 classification as set out in the table below:

<table>
<thead>
<tr>
<th>Age</th>
<th>% adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 years or less</td>
<td>65</td>
</tr>
<tr>
<td>At 17 years</td>
<td>80</td>
</tr>
<tr>
<td>At 18 years</td>
<td>90</td>
</tr>
</tbody>
</table>

14.3 School-based apprentices

Arrangements for school-based apprentices are set out in Schedule E.
14.4 Apprentices

(a) The terms of this award apply to apprentices, subject to the provisions of an applicable contract of apprenticeship agreement operating under Federal, State or Territory apprenticeship legislation.

(b) Apprentices will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below:

<table>
<thead>
<tr>
<th>Year of Apprenticeship</th>
<th>% adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>45</td>
</tr>
<tr>
<td>2nd Year</td>
<td>55</td>
</tr>
<tr>
<td>3rd Year</td>
<td>75</td>
</tr>
<tr>
<td>4th Year</td>
<td>88</td>
</tr>
</tbody>
</table>

14.5 Supported wage system
See Schedule C

14.6 National training wage
See Schedule D

15. Allowances

15.1 Allowances are all-purpose allowances only if expressly stated in this clause. Where an employee is paid by the hour, the allowance will be 1/38th of the weekly allowance.

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

(a) Leading hand

A leading hand must be paid a weekly allowance of:

<table>
<thead>
<tr>
<th>In charge of</th>
<th>% of the standard rate per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>3–10 employees</td>
<td>2.35</td>
</tr>
<tr>
<td>11–20 employees</td>
<td>3.92</td>
</tr>
<tr>
<td>More than 20 employees</td>
<td>4.71</td>
</tr>
</tbody>
</table>

(b) Higher duties

(i) An employee required to work at a higher level for more than two hours on any day will be paid at the higher rate for all time worked on the day.

(ii) An employee required to work for two hours or less on any day will be paid at the higher rate for the time worked at the higher level.
(c) **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 otherwise to perform first aid duty, will be paid a first aid allowance of 2% of the standard rate per week.

**15.3 Reimbursement and expense related allowances**

(a) **Motor vehicle allowance**

An employee who uses their own motor vehicle by agreement with the employer will be paid an allowance of $0.74 per kilometre.

(b) **Meal allowance for overtime work**

An employee required to work more than two hours overtime will be paid a meal allowance of $11.07. The 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 the employee would be required to work the overtime.

**15.4 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:

<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>Motor vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
</tbody>
</table>

**16. District allowances**

16.1 **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 the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(b) that would have entitled the employee to payment of a district allowance.
16.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award 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 the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(b) that would have entitled the employee to payment of a district allowance.

16.3 This clause ceases to operate on 31 December 2014.

17. Payment of wages

17.1 The employer will pay the employees wages, penalties and allowances at a frequency of not longer than monthly by electronic funds transfer into the employee’s bank (or other recognised financial institution) nominated by the employee.

17.2 An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.

18. Superannuation

18.1 Superannuation legislation

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

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

18.2 Employer contributions

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

18.3 Voluntary employee contributions

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

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

(c) The employer must pay the amount authorised under clauses 18.3(a) or (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 or its successor:

(a) Sunsuper; or

(b) AustralianSuper; or

(c) 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.

Part 5—Hours of Work and Related Matters

19. Ordinary hours of work and rostering

19.1 A full-time employee’s ordinary hours of work will be an average of 38 hours per week. The ordinary hours of part-time and casual employees will be in accordance with clause 10—Types of employment.

19.2 Employees other than shiftworkers

(a) Subject to clause 19.2(c) employees, other than shiftworkers, may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm, Monday to Friday.

(b) An employer may agree with a majority of affected employees to alter the spread of hours in clause 19.2(a) and/or to increase the ordinary hours per day to 12.

(c) Where employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing employees and new employees.
19.3 Shiftworkers

(a) Subject to clause 19.3(c) shiftworkers may be required to work a shift of up to 10 consecutive ordinary hours (including meal breaks). Shiftwork may be worked on any or all days of the week.

(b) An employer may agree with a majority of affected employees to alter the spread of hours in clause 19.3(a) and/or to increase the ordinary hours per day to 12.

(c) Where employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing employees and new employees.

19.4 Cycle work

(a) Employees may be engaged to work on a work cycle made up of working and non-working days. The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working (on-duty period) and non-working (off-duty period) days in the cycle, divided by seven.

(b) The on-duty period commences at the commencement of work at the workplace. The off-duty period commences at the time of cessation of work.

19.5 Summer time

(a) Where, by reason of legislation, summer time is prescribed as being in advance of the standard time, the length of any shift:

(i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

(ii) commencing on or before the time prescribed by such legislation for the termination of the summer time period;

will be deemed to be the number of hours represented by the differences between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift, the time of the clock in each case to be set to the time fixed pursuant to the relevant legislation.

20. Maximum weekly hours

20.1 This clause provides industry specific detail and supplements the NES which deals with maximum weekly hours.

20.2 For the purposes of the NES an employee’s weekly hours may be averaged over a period of up to 26 weeks.
Breaks

21.1 Meal breaks and rest breaks

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

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

(c) A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.

(d) Breaks will be scheduled by the employee’s supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not normally require an employee to work more than five hours before the first meal is taken or between subsequent meal breaks if any.

(e) Employees required to attend or repair a breakdown may be required to work during a regular meal break at ordinary rates of pay for the purposes of repairing a breakdown, or conducting routine maintenance that can only be done while the plant is idle.

21.2 Rest breaks during overtime

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

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

21.3 Minimum break between work on successive day or shifts

(a) Employees other than shiftworkers

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

(ii) 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 work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.

(iii) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.
21.4 **Shiftworkers**

For shiftworkers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 21.3(a)(i) to (iii).

22. **Overtime and penalty rates**

22.1 **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 additional payments for all work done in addition to their ordinary hours:

(i) 50% of the ordinary hourly base rate of pay for the first three hours and 100% of ordinary hourly base rate of pay thereafter, for overtime worked from Monday until Saturday;

(ii) 100% of the ordinary hourly base rate for any overtime worked on a Sunday; and

(iii) 150% of the ordinary hourly base rate of pay for overtime worked on a public holiday.

(b) 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 or will be paid for a minimum of four hours work in circumstances where the employee is engaged for a lesser period.

22.2 **Overtime—continuous shiftworkers**

A continuous shiftworker will be paid an additional payment for all work done in addition to ordinary hours of 100% of the ordinary hourly base rate of pay.

22.3 **Method of calculation**

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

(b) Any payments under this clause are in substitution of any other loadings or penalty rates.

22.4 **Time off instead of overtime payment**

(a) 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.

(b) The employee may take one hour of time off for each hour of overtime, paid at the employee’s ordinary hourly base rate of pay.

22.5 **Shiftwork penalties**

(a) A shiftworker whilst on afternoon shift must be paid a loading of 15% of the ordinary hourly base rate of pay.

(b) A shiftworker on permanent night shift must be paid a loading of 30% of the ordinary hourly base rate of pay.
22.6 **Weekend work**

A shiftworker must be paid the following loadings for ordinary hours worked on a Saturday or Sunday:

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

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

22.7 **Public holidays**

A shiftworker must be paid a loading of 100% of the ordinary hourly base rate of pay for any ordinary hours worked on a public holiday.

23. **Rostering**

23.1 An employer may vary an employee’s days of work or start and finish times to meet the needs of the business by giving at least 48 hours’ notice, or such shorter period as is agreed between the employer and an individual employee.

23.2 Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours’ notice. These time periods may be reduced where agreed by the employer and the employee or at the direction of the employer where operational circumstances require.

23.3 The employer must consult with directly affected employees about any changes made under this clause.

23.4 **Emergency arrangements**

Notwithstanding anything elsewhere contained in this clause, an employer may vary or suspend any roster arrangement immediately in the case of an emergency.

**Part 6—Leave and Public Holidays**

24. **Annual leave**

24.1 This clause of the award supplements the provisions of Division 6 of the NES which deal with annual leave. Annual leave does not apply to casual employees.

24.2 For the purposes of the provisions of the NES which deal with annual leave, shiftworker means a continuous shiftworker.

24.3 **Payment for annual leave**

The amount to be paid to an employee prior to going on leave must be worked out on the basis of what the employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances paid for all purposes. The employee is not entitled to payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.
24.4 Annual leave loading

When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% in addition to the payment required to be made under clause 24.3.

24.5 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. 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.

24.6 Taking of annual leave on excessive accrual

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 employee are unable to reach agreement on the taking of the leave. An employer must give an employee at least 28 days’ notice prior to the date the employee is required to commence the leave.

24.7 Taking of annual leave over an extended period

An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example, it may be agreed that the leave period is doubled and taken on half pay.

24.8 Leave in advance

(a) An employee may agree with their employer to take annual leave in advance of an entitlement accruing under the NES. Where this occurs, the employee’s leave balance will be reduced by an amount equivalent to the leave taken in advance as the employee’s entitlement to paid annual leave accrues.

(b) The employer may deduct from the employee’s termination payments, leave taken in advance where the entitlement to that leave has not accrued as at the date of termination.

25. Personal/carer’s leave and compassionate leave

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

26. Community service leave

Community service leave is provided for in the NES.

27. Public holidays

27.1 Public holidays are provided for in the NES.
27.2 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-day for a day or part-day that would otherwise be a public holiday under terms of the NES.
Schedule A—Transitional Provisions

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**

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<tr>
<th>Date</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
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<td>1 July 2011</td>
<td>60%</td>
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<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
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<tr>
<td>1 July 2011</td>
<td>60%</td>
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<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>First full pay period on or after</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
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<tr>
<td>1 July 2012</td>
<td>40%</td>
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<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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,
Exposure Draft (September 2009): Salt Industry Award 2010

(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

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
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<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
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<td>60%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>80%</td>
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</tbody>
</table>

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 and Structure

B.1 Classification and progression principles

B.1.1 Classification

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

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

B.1.2 Progression

An employee will progress through the classification levels subject to:

(a) possessing the applicable skills for the level; and

(b) being required by the employer to perform work at that level.

Progression from Level 4 will be subject to the employee being appointed by the employer.

B.2 Classification groups

B.2.1 Salt industry services employees

A Salt industry services employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to labouring, assisting work crews and tradespersons, operation of plant and equipment (including mobile plant), maintenance work on plant, equipment, buildings or camps, performance of general plant, stores, workshop, warehouse, packaging, and marine interface tasks, resource assessment, preparing and cleaning equipment and materials and on-site catering cleaning and security. This classification group also encompasses work performed by laboratory personnel, who do not hold tertiary qualifications.

B.2.2 Salt industry production and haulage employees

A Salt industry production and haulage employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to production activities (including labouring, sampling, spotting), operating all forms of plant and equipment (including mobile plant) and operating equipment used in the transportation handling and loading (or discharge) shipping of salt.
B.2.3 **Salt industry processing employees**

A Salt industry processing employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to operating and adjusting all plant equipment (and associated control panels) utilised in salt processing and refining operations and issuing clearances and permits as required.

B.2.4 **Salt industry maintenance trades employees**

A Salt industry maintenance trades employee is designated as such by their employer, performs all tasks as directed by their employer and is trade qualified.

B.3 **Classification structure**

B.3.1 **Level 1—Introductory**

(a) An employee at this level is undertaking the standard induction training required for the operation or business. Such training covers conditions of employment, plant safety, first aid procedures, movement around the site, work and documentation procedures, quality control and quality assurance and introduction to supervisors and fellow workers.

(b) Employees at this level perform routine duties under direct supervision.

(c) This level applies to the following classification groups:

(i) Salt Industry Services Employees;

(ii) Salt Industry Production and Haulage Employees; and

(iii) Salt Industry Processing Employees.

B.3.2 **Level 2—Basic**

(a) An employee at this level will have completed the standard induction training and be able to competently carry out the basic and semi-skilled work required for this level.

(b) This level applies to the following classification groups:

(i) Salt Industry Services Employees;

(ii) Salt Industry Production and Haulage Employees; and

(iii) Salt Industry Processing Employees.

(c) Indicative duties at this level include: lumping, sewing, cleaning, general labouring, attendance at a machine like washplant attendants and conveyor attendant, basic records in stores and dispatch, operation of mobile equipment and vehicles not requiring specialised licences, laboratory assistants.

B.3.3 **Level 3—Intermediate**

(a) An employee at this level will be able to competently carry out semi-skilled work on a broad range of plant and equipment functions. The employee
exercises discretion within their level of skill and is responsible for the quality of the work subject to routine supervision.

(b) This level applies to the following classification groups:

(i) Salt Industry Services Employees;

(ii) Salt Industry Production and Haulage Employees; and

(iii) Salt Industry Processing Employees.

(c) Indicative duties at this level include: control of brine flows and irrigation under supervision including maintenance of concentration ponds and crystallisers, knowledge of designation of flow paths, chemical additives and higher quality food grades, automatic and/or manual control bypassing equipment, operation of vehicles and or mobile plant requiring a specialised licence, laboratory assistant, washplant or conveyor operator, shiploader, brine operator.

B.3.4 Level 4—Competent

(a) An employee at this level will be able to competently apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through the completion of a trade certificate, or through practical experience, which has equipped the employee with an equivalent level of skills and knowledge.

(b) An employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An employee at this level requires only limited supervision or guidance.

(c) An employee at this level understands and applies quality control techniques, exercises discretion within the scope of this level, performs work under limited supervision, operates all equipment incidental to the work and assists in the provision of on-the-job training.

(d) This level applies to the following classification groups:

(i) Salt Industry Services Employees;

(ii) Salt Industry Production and Haulage Employees;

(iii) Salt Industry Processing Employees and

(iv) Salt Industry Maintenance Trades Employees.

(e) Indicative duties at this level include: diagnostic fault detection and ratification relating to salt flow and granule size, supervision and control of all brine flow, brine movements and irrigation, supervision of employees at Levels 1-3, operation of all mobile equipment in all conditions, stock control and responsibility for receipt, storage, security and dispatch of orders, certified laboratory work which may include developing sampling techniques and procedures.
B.3.5  Level 5—Advanced

(a) An employee at this level will have met the requirements for Level 4 and been assessed as being competent to perform tasks which require in depth skill or knowledge, or the employee is assessed as having the integration of a broad range of skills. The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.

(b) The level of skills or knowledge required to perform this work will involve the completion of a post-trade training appropriate for this level, or through the acquisition of practical skills and knowledge which has equipped the employee with the equivalent level of skills and knowledge. An employee at this level will provide guidance and assistance to others.

(c) This level applies to the following classification groups:

(i) Salt Industry Production and Haulage Employees;

(ii) Salt Industry Processing Employees; and

(iii) Salt Industry Maintenance Trades Employees.
Schedule C—Supported Wage System

C.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.

C.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.

C.3 Eligibility criteria

C.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.

C.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.
C.4 Supported wage rates

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

<table>
<thead>
<tr>
<th>Assessed capacity (clause C.5)</th>
<th>Relevant minimum wage</th>
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<tr>
<td>%</td>
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<td>90</td>
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Provided that the minimum amount payable must be not less than $71 per week.

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

C.5 Assessment of capacity

C.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.

C.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.

C.6 Lodgement of SWS wage assessment agreement

C.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.

C.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.
C.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.

C.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.

C.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.

C.10 Trial period

C.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.

C.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.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than $71 per week.

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

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

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

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

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

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

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

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

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

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

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

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

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