Aluminium Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 21 November 2018 (PR701463).

Clause(s) affected by the most recent variation(s):

21A—Requests for flexible working arrangements

Current review matter(s): AM2014/47; AM2014/64; AM2014/190; AM2014/196; AM2014/197; AM2014/300; AM2014/301; AM2015/1; AM2015/2; AM2016/8; AM2016/15; AM2016/17

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[Varied by PR991568, PR529167, PR546288, PR582959, PR584071, PR609378, PR610223, PR701463]

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Part 1—Application and Operation

1. Title

This award is the Aluminium Industry Award 2010.

2. Commencement and transitional

This award commences on 1 January 2010.

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.

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 Schedule A in deal with:

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

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

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

The Fair Work Commission 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
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(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

[Varied by PR994426, PR997772, PR503689, PR529167, PR546036]

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

[Definition of agreement-based transitional instrument inserted by PR994426 from 01Jan10]

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

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

[Definition of default fund employee inserted by PR546036 ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of defined benefit member inserted by PR546036 ppc 01Jan14]

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

[Definition of Division 2B State award inserted by PR503689 ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)
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Division 2B State employment agreement has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

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

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

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)

transitional minimum wage instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

weekly wage rate means the ordinary time weekly wage rate of pay for the employee’s classification in clause 13—Classifications
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3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by PR994426]

4.1 This industry award covers employers throughout Australia in the aluminium industry and their employees in the classifications listed in Schedule B 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 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.

[New 4.6 and 4.7 inserted by PR994426 from 01Jan10]

4.6 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.

4.7 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.6 renumbered as 4.8 by PR994426 from 01Jan10]

4.8 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. Individual flexibility arrangements

[Varied by PR994426, PR542180; 7—Award flexibility renamed and substituted by PR610223 ppc 01Nov18]

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

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

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

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

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

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

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

7.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and
(b) identify the award term, or award terms, the application of which is to be varied; and
(c) set out how the application of the award term, or each award term, is varied; and
(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
(e) state the date the agreement is to start.

7.7 An agreement must be:
(a) in writing; and

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

7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

7.11 An agreement may be terminated:

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

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

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

7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about a major workplace change

[8—Consultation regarding major workplace change renamed and substituted by PR546288, 8—Consultation renamed and substituted by PR610223 ppc 01Nov18]

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

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and
measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.

8.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

8.5 In clause 8:

significant effects, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer’s workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

8A.1 Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

8A.3 For the purpose of the consultation, the employer must:
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(a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by PR542180, substituted by PR610223 ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

9.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

9.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

9.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.

9.8 While procedures are being followed under clause 9 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.
10. **Types of employment**

[Varied by PR559267, PR700538]

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 Right to request casual conversion

[New 10.5 inserted by PR700538 ppc 01Oct18]

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under this subclause must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-
time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b)

(ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3(c)

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
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(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

(q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p)

10.6 Apprentices

[10.5 renumbered to 10.6 by PR700538 ppc 01Oct18]

(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.

[10.5(g) inserted by PR559267 ppc 01Jan15]

(g) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

[10.5(h) inserted by PR559267 ppc 01Jan15]

(h) For the purposes of clause 10.6(g) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
10.5(i) inserted by PR559267 ppc 01Jan15

(i) The amount payable by an employer under clause 10.6(g) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

10.5 (j) inserted by PR559267 ppc 01Jan15

(j) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

11. Termination of employment

[11 substituted by PR610223 ppc 01Nov18]

Note: The NES sets out requirements for notice of termination by an employer. See ss.117 and 123 of the Act.

11.1 Notice of termination by an employee

(a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s period of continuous service with the employer at the end of the day the notice is given</td>
<td>Period of notice</td>
</tr>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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

(c) In paragraph (b) continuous service has the same meaning as in s.117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
(e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).

(f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by PR994426, PR503689, PR561478]

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 – NAPSA employees

[12.5 substituted by PR994426; renamed by PR503689; deleted by PR561478 ppc 05Mar15]

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by PR503689; deleted by PR561478 ppc 05Mar15]

Part 3—Minimum Wages and Related Matters

13. Classifications and wage rates

[Varied by PR997956, PR509091, PR522922; 13—Classifications renamed as Classifications and wage rates by PR529167 ppc 27Sep12; varied by PR536725, PR544166, PR551648, PR566735, PR579830, PR592158, PR593843, PR606385]

13.1 The classifications are set out in Schedule B.

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.
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(b) The minimum rates of pay for each classification will be as follows:

[13.4(b) varied by PR997956, PR509091, PR522922, PR536725, PR551648, PR566735, PR579830, PR592158, PR606385 ppc 01Jul18]

<table>
<thead>
<tr>
<th>Classification</th>
<th>Weekly wage rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminium Worker Grade 1</td>
<td>745.60</td>
</tr>
<tr>
<td>Aluminium Worker Grade 2</td>
<td>782.40</td>
</tr>
<tr>
<td>Aluminium Worker Grade 3</td>
<td>812.60</td>
</tr>
<tr>
<td>Aluminium Worker Grade 4</td>
<td>837.40</td>
</tr>
<tr>
<td>Aluminium Worker Grade 5</td>
<td>893.40</td>
</tr>
<tr>
<td>Aluminium Worker Grade 6</td>
<td>951.50</td>
</tr>
<tr>
<td>Aluminium Worker Grade 7</td>
<td>998.10</td>
</tr>
<tr>
<td>Aluminium Worker Grade 8</td>
<td>1038.60</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

[13.6 substituted by PR544166 ppc 01Jan14]

(a) The rate of pay for apprentices (other than adult apprentices) who commenced before 1 January 2014 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 apprentices (other than adult apprentices) who commenced on or after 1 January 2014 will be the following percentage of the weekly wage rate for an Aluminium Worker Grade 4:
Aluminium Industry Award 2010

<table>
<thead>
<tr>
<th>Year</th>
<th>% of Aluminium Worker Grade 4 for apprentices who have not completed Year 12</th>
<th>% of Aluminium Worker Grade 4 for apprentices who have completed Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50</td>
<td>55</td>
</tr>
<tr>
<td>2nd</td>
<td>60</td>
<td>65</td>
</tr>
<tr>
<td>3rd</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>4th year and thereafter</td>
<td>88</td>
<td>88</td>
</tr>
</tbody>
</table>

(c) The rate of pay for adult apprentices who commenced before 1 January 2014 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>

(d) The rate of pay for adult apprentices who commenced on or after 1 January 2014 will be either the relevant percentage of the weekly wage rate for an Aluminium Worker Grade 4 in the table below, or, in the case of adult apprentices in the second and subsequent years of their apprenticeship only, the rate for the lowest adult classification in clause 13.4(b)—Wage rates—Adult employees, whichever is the greater.

<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>

(e) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 13.4 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

13.7 Supported wage system

See Schedule C
13.8 National training wage

[13.8 substituted by PR593843 ppc 01Jul17]

(a) Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.

[13.8(b) varied by PR606385 ppc 01Jul18]

(b) This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the Aluminium Industry Award 2010 and not the Miscellaneous Award 2010.

13.9 School-based apprentices

See Schedule E

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

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.

[Varied by PR998072, PR509213, PR523043, PR536846, PR551769, PR566870, PR579564, PR592320, PR606540]

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;
(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

[15.4(a) varied by PR998072, PR509213, PR523043, PR536846, PR551769, PR566870, PR579564, PR592320, PR606540 ppc 01Jul18]

An employee will be paid a meal allowance of $16.41 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

[15.4(b) varied by PR998072, PR579564, PR592320 ppc 01Jul17]

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 $15.25 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.
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[15.5(b) varied by PR523043 ppc 01Jul12]

(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 and equipment for house and garden component of the household appliances, utensils and tools sub-group</td>
</tr>
</tbody>
</table>

16. Accident pay

[Varied by PR994426, PR503689; deleted by PR561478 ppc 05Mar15]

17. Payment of wages

[Varied by PR529167]

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.

[17.5(b) varied by PR529167 ppc 27Sep12]

(b) If an employee is paid wages by cash or cheque 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**

[Varied by PR994426, PR546036, PR549530]

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) Westscheme Pty Ltd;

(b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

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

Part 4—Hours of Work and Related Matters

19. Ordinary hours of work and rostering

[Varied by PR529167]

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.

[19.2(d) varied by PR529167 ppc 27Sep12]

(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
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Sunday. Ordinary hours worked outside of the above 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;

(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.
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21. Overtime and penalty rates

[Varied by PR584071]

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

[21.8 substituted by PR584071 ppc 22Aug16]

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 21.8.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 21.8 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 21.8 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.8 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The employer must keep a copy of any agreement under clause 21.8 as an employee record.
(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.8 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

(k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 21.8 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.8.

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.

21A. Requests for flexible working arrangements

[21A inserted by PR701463 ppc 01Dec18]

21A.1 Employee may request change in working arrangements

Clause 21A applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 21A is an addition to s.65.

21A.2 Responding to the request

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

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

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

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

21A.3 What the written response must include if the employer refuses the request

Clause 21A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 21A.2.
(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(b) If the employer and employee could not agree on a change in working arrangements under clause 21A.2, the written response under s.65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

21A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 21A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

21A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 21A, can be dealt with under clause 9—Dispute resolution.

Part 5—Leave and Public Holidays

22. Annual leave

[Varied by PR582959, PR700443]

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

[22.2 substituted by PR700443 ppc 17Sep18]

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

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

(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).

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 accruals: general provision

[22.6 renamed and substituted by PR582959 ppc 29Jul16]

Note: Clauses 22.6 to 22.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

(a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 3.1).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 22.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 22.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[New 22.7 inserted by PR582959 ppc 29Jul16]

(a) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
Aluminium Industry Award 2010

(b) However, a direction by the employer under paragraph (a):

(i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 22.7(b)(i).

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

22.8 Excessive leave accruals: request by employee for leave

[New 22.8 inserted by PR582959; substituted by PR582959 ppc 29Jul17]

(a) If an employee has genuinely tried to reach agreement with an employer under clause 22.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under paragraph (a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 22.7(a) that, when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.

(c) A notice given by an employee under paragraph (a) must not:

(i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid
annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 3.1) in any period of 12 months.

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

22.9 Annual leave in advance

[22.7 renumbered as 22.9 by PR582959 ppc 29Jul16; 22.9 renamed and substituted by PR582959 ppc 29Jul16]

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

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

Note: An example of the type of agreement required by clause 22.8(a) is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

(c) The employer must keep a copy of any agreement under clause 22.8(a) as an employee record.

(d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.8(a), the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.10 Payment (including proportionate leave) on termination

[22.8 renumbered as 22.10 by PR582959 ppc 29Jul16]

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.
22.11 Cashing out of annual leave

[22.11 inserted by PR582959 ppc 29Jul16]

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.11.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.11.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 22.11 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 22.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 22.11 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.11.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.11.

Note 3: An example of the type of agreement required by clause 22.11 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

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.

27. Leave to deal with Family and Domestic Violence

[27 inserted by PR609378 ppc 01Aug18]

27.1 This clause applies to all employees, including casuals.

27.2 Definitions

(a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 27.2(a) includes a former spouse or de facto partner.

27.3 Entitlement to unpaid leave

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the employee’s employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.
Aluminium Industry Award 2010

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

27.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

27.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.

27.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 27. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 27 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 27.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

27.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 27.6 is treated confidentially, as far as it is reasonably practicable to do so.
(b) Nothing in clause 27 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

27.8 Compliance

An employee is not entitled to take leave under clause 27 unless the employee complies with clause 27.
Schedule A—Transitional Provisions

[Varied by PR991568, PR503689]

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:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

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 or an enterprise agreement 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>
<td>1 July 2010</td>
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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 or an enterprise agreement 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**

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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 or an enterprise agreement 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 a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty 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 loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

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

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

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

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement 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 a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty 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 transitional minimum wage instrument or 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. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

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**

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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 in this award.

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 in this award:

**First full pay period on or after**

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

A.8 Former Division 2B employers

[A.8 inserted by PR503689 ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.
Schedule B—Classifications

[Varied by PR991568, PR529167]

B.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.

B.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.
B.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.

B.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.

B.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.

B.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) are 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.

[B.1.6(b)(ii) varied by PR529167 ppc 27Sep12]
B.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;

(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.

B.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.

B.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;
Aluminium Industry Award 2010

(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 C—Supported Wage System

[C.1 varied by PR991568, PR994426, PR998748, PR510670, PR525068, PR537893, PR542180, PR551831, PR568050, PR581528, PR592689, PR606630]

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 varied by PR568050 ppc 01Jul15]

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 Social Services 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:

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<th>Assessed capacity (clause C.5)</th>
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[C.4.2 varied by PR994426, PR998748, PR510670, PR525068, PR537893, PR551831, PR568050, PR581528, PR592689, PR606630 ppc 01Jul18]

C.4.2 Provided that the minimum amount payable must be not less than $86 per week.

C.4.3 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 varied by PR542180 ppc 04Dec13]

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 the Fair Work Commission.

[C.6.2 varied by PR542180 ppc 04Dec13]

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 the Fair
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 $86 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

[Sched D inserted by PR994426 ppc 01Jan10; varied by PR991568, PR997956, PR509091, PR522922, PR536725, PR545787, PR551648, PR566735, PR579830; deleted by PR593843 ppc 01Jul17]
Schedule E—School-based Apprentices

[Varyed by PR991568, PR544166]

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 substituted by PR544166 ppc 01Jan14]

E.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.

[E.9 substituted by PR544166 ppc 01Jan14]

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

[E.10 substituted by PR544166 ppc 01Jan14]

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

E.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.
Schedule F—Agreement to Take Annual Leave in Advance

[Sched F inserted by PR582959 ppc 29Jul16]

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____________________________________________
Name of employer: _____________________________________________

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

The amount of leave to be taken in advance is: ____ hours/days
The leave in advance will commence on: ___/___/20___

Signature of employee: ________________________________________
Date signed: ___/___/20___

Name of employer representative: ________________________________________
Signature of employer representative: ________________________________________
Date signed: ___/___/20___

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

I agree that:

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

Name of parent/guardian: ________________________________________
Signature of parent/guardian: ________________________________________
Date signed: ___/___/20___
Schedule G—Agreement to Cash Out Annual Leave

[Sched G inserted by PR582959 ppc 29Jul16]

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____________________________________________
Name of employer: ____________________________________________

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

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

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

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

Signature of employee: _________________________________________
Date signed: ___/___/20___

Name of employer representative: ________________________________
Signature of employer representative: ______________________________
Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: ________________________________________
Signature of parent/guardian: ________________________________
Date signed: ___/___/20___
Schedule H—Agreement for Time Off Instead of Payment for Overtime

[Sched H inserted by PR584071 ppc 22Aug16]

Name of employee: _____________________________________________
Name of employer: _____________________________________________

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ____ am/pm
Date and time overtime ended: ___/___/20___ ____ am/pm
Amount of overtime worked: _______ hours and ______ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: ________________________________________
Date signed: ___/___/20___

Name of employer representative: _________________________________
Signature of employer representative: ______________________________
Date signed: ___/___/20___