

The Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
9 October 2014	Correct minor errors	8, 9, 10, 11, 14, 15, Schedule C, Schedule D, Schedule H
2 February 2015	Incorporate changes resulting from [2014] FWCFB 9412	1.2,2, 3.2, 5, 6.4, 10.3, 10.4, 13, 14, 15, 16, 17, 18, 19, 20, 21, Schedule B, Schedule F, Schedule G, Schedule H
	Incorporate changes resulting from PR557581	Schedule G
	Incorporate changes resulting from [2014] FWCFB 9156 and PR559301	10
9 September 2016	Incorporate changes resulting from [2014] FWCFB 9412	1.2, 1.6, 3.5, Schedule F
	Incorporate changes resulting from [2015] FWCFB 4658	1, 10, 15, Schedule B, Schedule H
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579898 , PR579612 and PR581528	10, 11, Schedule B, Schedule C, Schedule D, Schedule F
	Incorporate changes resulting from PR580863	Schedule G
	Incorporate changes resulting from PR583071	15, Schedule I, Schedule J

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT

Salt Industry Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Salt Industry Award 2010* (the Salt Industry award) as at 11 September 2014. This exposure draft does not seek to amend any entitlements under the Salt Industry award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/88](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

Table of Contents

	Page
Part 1— Application and Operation	4
1. Title and commencement.....	4
2. The National Employment Standards and this award.....	4
3. Coverage	5
4. Award flexibility.....	6
5. Facilitative provisions.....	7
Part 2— Types of Employment and Classifications	8
6. Types of employment	8
7. Classifications.....	9
Part 3— Ordinary Hours of Work.....	9
8. Ordinary hours of work and rostering.....	9
9. Breaks	11
Part 4— Wages and Allowances	12
10. Minimum wages	12
11. Allowances.....	17
12. Superannuation	18
Part 5— Penalties and Overtime	19
13. Penalty rates.....	19
14. Overtime	20
Part 6— Leave, Public Holidays and Other NES Entitlements.....	21
15. Annual leave	21
16. Personal/carer’s leave and compassionate leave	25
17. Parental leave and related entitlements.....	25
18. Public holidays.....	25
19. Community service leave.....	26
20. Termination of employment	26
21. Redundancy	26
Part 7— Consultation and Dispute Resolution	27
22. Consultation.....	27
23. Dispute resolution.....	28

Schedule A —Classification Definitions	29
Schedule B —Summary of Hourly Rates of Pay	33
Schedule C —Summary of Monetary Allowances	36
Schedule D —Supported Wage System	37
Schedule E —School-based Apprentices	40
Schedule F —National Training Wage.....	41
Schedule G —2016 Part-day public holidays.....	53
Schedule H —Definitions	55
Schedule I —Agreement to Take Annual Leave in Advance	57
Schedule J —Agreement to Cash Out Annual Leave	58

Part 1—Application and Operation

1. Title and commencement

1.1 amended in accordance with para [4] [\[2015\] FWCFB 4658](#)

1.1 This award is the *Salt Industry Award 2014 2015*.

1.2 amended in accordance with para [11] [\[2014\] FWCFB 9412](#) and para [8] [\[2015\] FWCFB 4658](#)

1.2 This modern award, as varied, commenced operation on 1 January 2010.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Schedule H—Definitions sets out definitions that apply in this award.

1.5 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.

1.6 inserted in accordance with para [16] [\[2014\] FWCFB 9412](#)

1.6 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.

2. The National Employment Standards and this award

2.1 amended in accordance with para [25] [\[2014\] FWCFB 9412](#)

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

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

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

3. Coverage

3.1 This industry award covers employers throughout Australia in the salt industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.

3.2 Definition of salt industry

For the purpose of this clause, **salt industry** means:

- (a) the producing, gathering, extracting, harvesting, storing, distributing, packaging, manufacturing, treating, refining, brine handling, processing and transporting, shipping and conveying of salt and incidental related work by employees of the employer;
- (b) the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment or camp facilities used in the activities set out in clause 3.2(a) by employees employed by employers principally engaged in the salt industry; and
- (c) the provision of temporary labour services used in the activities set out in clauses 3.2(a) and (b), by temporary labour personnel principally engaged to perform work at a location where the activities described in clauses 3.2(a) and (b) are being performed.

3.3 amended in accordance with para [4] [\[2015\] FWCFB 4658](#)

3.3 The award does not cover employers in respect of their operations or activities covered by the *Manufacturing and Associated Industries and Occupations Award 2014 2015*, except for work covered by clause 3.2.

3.4 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
- (b) 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; or
- (c) 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.

Note deleted in accordance with para [35] [\[2014\] FWCFB 9412](#)

NOTE: Section ~~143(7)~~ of the Act describes classes of employees who are excluded from being covered by a modern award.

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

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

4. Award flexibility

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

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

- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

- 4.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

- 4.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a) subject to four weeks’ notice of termination.

4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

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

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

Clause	Provision	Agreement between an employer and:
8.2(c)	Ordinary hours and roster cycles—employees other than shiftworkers	The majority of employees
8.3(c)	Ordinary hours and roster cycles—shiftworkers	The majority of employees

Clause	Provision	Agreement between an employer and:
9.4(b)	Overtime rest breaks	An individual
14.5(a)	Time off instead of payment for overtime	An individual
15.7	Taking of annual leave over an extended period	An individual
15.8	Annual leave in advance	An individual
18.3	Substitution of public holidays by agreement	An individual or the majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employees under this award will be employed in one of the following categories:

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

6.2 Full-time employees

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

6.3 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work an average of less than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions as those of full-time employees who do the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than the ordinary hourly rate of pay for the relevant classification in clause 10—Minimum wages.
- (c) The employer must inform the part-time employee of the ordinary hours of work and the starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.

6.4 Casual employees

This clause may be affected by [AM2014/197](#)

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

(c) Casual loading

- (i) For each ordinary hour worked, a casual employee must be paid:
 - the ordinary hourly rate for their classification; and
 - a loading of 25% of the ordinary hourly rate.
- (ii) The loading constitutes part of the casual employee's rate of pay for all purposes.
- (iii) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other conditions of full-time or part-time employment.

7. Classifications

- 7.1 A description of the classifications under this award is set out at Schedule A—Classification Definitions.

Part 3—Ordinary Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours

- (a) The ordinary hours of work for a full-time employee are an average of 38 hours per week.
- (b) The ordinary hours of work for a part-time or casual employee will be in accordance with clause 6—Types of employment.
- (c) For the purposes of [s.63](#) of the Act, an employee's weekly hours may be averaged over a period of up to 26 weeks.

8.2 Ordinary hours and roster cycles—employees other than shiftworkers

- (a) Ordinary hours are worked between 6.00 am to 6.00 pm, Monday to Friday.
- (b) Employees may be required to work up to 10 ordinary hours per day subject to clauses 8.2(c) and (d).
- (c) The employer and majority of affected employees may agree:
 - (i) to vary the spread of hours in clause 8.2(a); and/or
 - (ii) to increase the ordinary hours per day to a maximum of 12.
- (d) Where employees were required to work 12 hour shifts under roster and working hour arrangements which were in place before 1 January 2010 those arrangement may continue to operate in respect to both existing employees and new employees.

8.3 Ordinary hours and roster cycles—shiftworkers

- (a) Ordinary hours for shiftworkers are worked on any or all days of the week.
- (b) Shiftworkers may be required to work shifts of up to 10 consecutive ordinary hours (including meal breaks) subject to clauses 8.3(c) and (d).
- (c) The employer and majority of affected employees may agree:
 - (i) to vary the spread of hours in clause 8.2(a); and/or
 - (ii) to increase the ordinary hours per day to a maximum of 12.
- (d) Where employees were required to work 12 hour shifts under roster and working arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing employees and new employees.

8.4 Cycle work

- (a) Employees may be engaged to work a cycle made up of working and non-workings days. The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working (on-duty period) and non-working (off-duty period) days in the cycle, divided by seven.
- (b) For the purposes of clause 8.4, the on-duty period commences at the commencement of work at the workplace. The off-duty period commences at the time of cessation of work.

8.5 Daylight saving

For work performed on a shift that spans the time when daylight saving begins or ends, as prescribed by relevant state or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

8.6 Rostering

- (a) An employer may vary an employee's days of work or start and finish times to meet the needs of the business by giving at least 48 hours' notice, or such shorter period as is agreed between the employer and an individual employee.
- (b) Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster by giving at least 48 hours' notice. This notice period may be reduced by agreement between the employer and the employee or at the direction of the employer where operational circumstances require.
- (c) The employer must consult with directly affected employees about any changes made under clause 8.6.
- (d) Notwithstanding anything elsewhere contained in clause 8.6, an employer may vary or suspend any roster arrangement immediately in the case of an emergency.

9. Breaks

9.1 Unpaid meal breaks—employees other than shiftworkers

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

9.2 Paid meal breaks – shiftworkers

- (a) A shiftworker working 10 hours or less will be entitled to a paid meal break of 20 minutes per shift.
- (b) A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.

9.3 Scheduling of breaks

- (a) Breaks will be scheduled by the employee's supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not normally require an employee to work more than five hours before the first meal is taken or between subsequent meal breaks if any.
- (b) Employees required to attend or repair a breakdown may be required to work during a regular meal break at ordinary rates of pay for the purposes of repairing a breakdown, or conducting routine maintenance that can only be done while the plant is idle.

9.4 Overtime rest breaks

- (a) An employee may take a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break.
- (b) The employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 9.4.

9.5 Minimum break between work on successive days or shifts

- (a) **Employees other than shiftworkers**
 - (i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.
 - (ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during this absence.
 - (iii) If on the direction of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at the overtime rate prescribed in clause 14.2 or

14.3 (as applicable) until released from duty for 10 consecutive hours and is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(b) Shiftworkers

Clause 9.5(a) will apply in the case of shiftworkers as if eight hours was substituted for 10 hours.

Part 4—Wages and Allowances

10. Minimum wages

Ordinary hourly rates and casual hourly rates deleted in accordance with para [54] [\[2015\] FWCFB 4658](#); rates updated as a result of AWR 2016;

10.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate	Minimum hourly rate	Ordinary hourly rate ¹	Casual ordinary hourly rate ²
	\$	\$	\$	\$
Level 1—Introductory	704.10	18.53	18.59	23.11
Level 2—Basic	725.20	19.08	19.14	23.30
Level 3—Intermediate	754.60	19.86	19.89	24.24
Level 4—Competent	783.30	20.61	20.63	25.16
Level 5—Advanced	814.80	21.44	21.44	26.18

¹ ~~Ordinary hourly rate~~ includes the industry allowance payable to full-time and part-time employees for all purposes.

² ~~Casual ordinary hourly rate~~ is based on the ordinary hourly rate (inclusive of the industry allowance) and the casual loading which constitutes part of the casual employee's all purpose rate.

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

10.2 Junior employees

- (a) Junior employees will be entitled to the percentage of the adult minimum hourly rate for the Level 2 classification as follows:

Age	% of Level 2 adult rate	Junior ordinary weekly rate ¹	Junior ordinary hourly rate ²
	%	\$	\$
16 years or less	65	490.96	12.92
At 17 years	80	599.74	15.79
At 18 years	90	672.26	17.70
At 19 years	100	744.78	19.60
¹ Junior ordinary weekly rate is based on a percentage of the minimum weekly rate and includes the full industry allowance.			
² Junior ordinary hourly rate is the junior ordinary weekly rate divided by 38.			

10.3 Apprentices

- (a) The terms of this award apply to apprentices, subject to the provisions of an applicable contract of apprenticeship agreement operating under Federal, State or Territory apprenticeship legislation.
- (b) Apprentices who commenced before 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time employees the hourly rate) for their classification as set out in the table below:

Year of apprenticeship	% of adult rate
1st year	45
2nd year	55
3rd year	75
4th year	88

10.3(c) updated as a result of AWR 2016

- ~~(c) Apprentices who commenced on or after 1 January 2014 will be entitled to the percentage of the **standard rate** (in the case of part time employees the hourly rate) as set out in the table below:~~

- ~~(i) From 1 January 2014:~~

Year of apprenticeship	% standard rate for apprentices who have not completed year 12	% standard rate for apprentices who have completed year 12
1st year	50	50
2nd year	60	60

3rd year	75	75
4th year	88	88

(ii) From the first pay period commencing on or after 1 January 2015:

Year of apprenticeship	% standard rate for apprentices who have not completed year 12	% standard rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	88	88

(c) Apprentices who commenced their apprenticeship on or after 1 January 2014 will be entitled to the percentage of the **standard rate** (in the case of part-time employees the hourly rate) as set out in the table below:

<u>Year of apprenticeship</u>	<u>Not completed year 12</u>	<u>Completed year 12</u>
	<u>% standard rate</u>	
<u>1st year</u>	<u>50</u>	<u>55</u>
<u>2nd year</u>	<u>60</u>	<u>65</u>
<u>3rd year</u>	<u>75</u>	<u>75</u>
<u>4th year</u>	<u>88</u>	<u>88</u>

- (d) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the **standard rate**, or the rate prescribed by clause 10.3(c) for the relevant year of the apprenticeship, whichever is the greater.
- (e) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 10.1, or the rate prescribed by clause 10.3(c) for the relevant year of the apprenticeship, whichever is the greater.
- (f) 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 10.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

- (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.
- (h) For the purposes of clause 10.3(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.
- (i) The amount payable by an employer under clause 10.3(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.
- (j) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (k) An employer may meet its obligations under clause 10.3(j) by paying any fees and/or cost of textbooks directly to the RTO.
- (l) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (m) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.

10.4 Payment of wages

- (a) Wages, penalties and allowances will be paid at a frequency of not longer than monthly by electronic funds transfer into the employee's bank (or other recognised financial institution) account nominated by the employee.
- (b) An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.

10.5 Annualised salary arrangements

- (a) An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:
 - (i) Clause 10—Minimum wages;
 - (ii) clause 11—Allowances;
 - (iii) Part 5—Penalties and Overtime; and
 - (iv) clause 15.11—Annual leave loading
- (b) Where an annual salary is paid the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.
- (c) **Annual salary not to disadvantage employees**
 - (i) The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
 - (ii) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- (d) **Base rate of pay for employees on annual salary arrangements**

For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 10 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

10.6 Higher duties

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

10.7 Supported wage system

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

10.8 School based apprentices

For school-based apprentices, see Schedule E—School-based Apprentices.

10.9 National training wage

For employees undertaking a traineeship, see Schedule F—National Training Wage.

11. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

11.1 Employers must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances.

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

11.3 Wage related allowances

(a) All purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee when calculating any penalties, loadings or payment while they are on leave. The following allowance is paid for all purposes under this award:

(i) industry allowance (clause 11.3(b)).

(b) Industry allowance

(i) Employees will be paid an industry allowance of **\$19.58** per week in payment for all aspects of work in the industry including the location and nature of salt industry operations, salt and chemical particles in the air, dust, glare from bulk salt and heat.

(ii) The industry allowance is payable for all purposes.

(c) First aid allowance

A first aid allowance of **\$15.67** per week is payable to an employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duty.

(d) Leading hand allowance

A leading hand will be paid a weekly allowance as follows.

In charge of	\$ per week
3–10 employees	18.41
11–20 employees	30.71

In charge of	\$ per week
more than 20 employees	36.89

11.4 Expense related allowances

(a) Meal allowance for overtime work

A meal allowance of **\$13.81** is payable to an employee who is required to work more than two hours overtime unless the employer provides a meal or meal-making facilities or if the employee was notified no later than the previous day or shift that the employee would be required to work overtime.

(b) Motor vehicle allowance

A vehicle allowance of **\$0.78** per kilometre is payable to an employee who uses their own motor vehicle by agreement with the employer.

12. Superannuation

12.1 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.

12.2 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.

12.3 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 12.2.

(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 12.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or (b), to one of the following superannuation funds or its successor:

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

Part 5—Penalties and Overtime

13. Penalty rates

13.1 Shiftwork penalties

- (a) A shiftworker whilst on afternoon or night shift must be paid 115% of the ordinary hourly base rate of pay.
- (b) A shiftworker on permanent night shift must be paid 130% of the ordinary hourly base rate of pay.

13.2 Weekend work

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

- (a) **150%** of the ordinary hourly base rate of pay for ordinary hours worked on a Saturday; and
- (b) **200%** of the ordinary hourly base rate of pay for ordinary hours worked on a Sunday.

13.3 Public holidays

A shiftworker must be paid **200%** of the ordinary hourly base rate of pay for any ordinary hours worked on a public holiday.

See Schedule B for a summary of hourly rates of pay including penalties.

13.4 Penalty rates are not payable for overtime hours worked by the employee.

14. Overtime

14.1 Definition of overtime

- (a) For a full-time employee (including a shiftworker), overtime is any time worked in excess of an average of 38 hours per week.
- (b) For a part-time employee (including a shiftworker), hours worked in excess of the employee's ordinary hours (determined in accordance with clause 6.3(c)) will be paid at the appropriate overtime rate.
- (c) For a casual employee (including a shiftworker), overtime is anytime worked in excess of an average of 38 hours per week.

14.2 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 rates for all work done in addition to their ordinary hours:
 - (i) **150%** of the ordinary hourly base rate of pay for the first two hours and **200%** of ordinary hourly base rate of pay thereafter, for overtime worked from Monday until Saturday;
 - (ii) **200%** of the ordinary hourly base rate of pay for any overtime worked on a Sunday; and
 - (iii) **250%** of the ordinary hourly base rate of pay for overtime worked on a public holiday.
- (b) An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of four hours or will be paid for a minimum of four hours work in circumstances where the employee is engaged for a lesser period.

Should clause 14.2(b) state the rate that an employee recalled to work is paid?

14.3 Overtime payments—continuous shiftworkers

Where a continuous shiftworker works overtime, the employer must pay the employee **200%** of the ordinary hourly base rate of pay for each hour worked.

See Schedule B for a summary of hourly rates of pay including overtime rates.

14.4 Method of calculation

This clause may be affected by [AM2014/197](#)

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any overtime payments are in substitution of any other loadings or penalty rates.

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

14.5 Time off instead of overtime payment

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.
- (b) The employee may take one hour of time off for each hour of overtime, paid at the employee's ordinary hourly base rate of pay.

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

15 amended in accordance with [PR583071](#). (15.3 substituted; new 15.4 and 15.5 inserted; old 15.4 - 15.5 renumbered as 15.6 - 15.7; old 15.6 renumbered as 15.8 and substituted; old 15.7 renumbered as 15.9; 15.10 inserted; old 15.8 renumbered as 15.11; 15.12 inserted)

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

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

15.3 Excessive leave accruals: general provision

Note: Clauses 15.3 to 15.5 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 15.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.3(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under 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 15.3, 15.4 or 15.5 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 15.4(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.

15.5 Excessive leave accruals: request by employee for leave

- (a) Clause 15.5 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 15.3(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 15.4(a) that, when any other paid annual leave arrangements (whether made under clause 15.3, 15.4 or 15.5 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 15.3, 15.4 or 15.5

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.

(e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 15.2) in any period of 12 months.

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

15.6 Taking of annual leave during shut-downs

An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut-down, then the employee may be required to take leave without pay.

15.7 Taking of annual leave over an extended period

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

15.8 Annual leave in advance

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

(b) An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.8 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

(c) The employer must keep a copy of any agreement under clause 15.8 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 15.8, 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.

15.9 Payment for annual leave

Before the start of an employee's annual leave, the employer must pay the employee the amount the employee would have earned for working their ordinary hours had they not been on leave, including any loadings, penalties and allowances paid for all purposes. The employee is not entitled to payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

Note inserted in accordance with para [94] [\[2015\] FWCFB 4658](#)

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

15.10 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave. The amount to be paid to an employee must be worked out in accordance with clause 15.9 and 15.11.

15.11 Annual leave loading

In addition, the employer must pay the employee a loading of 17.5% of the amount payable under clause 15.8.

15.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.12.
- (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 15.12 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 15.12 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 15.12 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 15.12.

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 15.12.

Note 3: An example of the type of agreement required by clause 15.12 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. Personal/carer’s leave and compassionate leave

16. Personal/carer’s leave and compassionate leave

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

17. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

18. Public holidays

18.1 Public holidays are provided for in the NES.

18.2 Where an employee works on a public holiday they will be paid in accordance with clause 13.3—Public holidays and clause 14—Overtime.

18.3 Substitution of public holidays by agreement

By agreement in writing between the employer and the majority of affected employees or an individual employee, another day or part-day may be substituted for a day or part-day public holiday.

18.4 Part-day public holidays

18.4 inserted on 9 September 2016

For provisions relating to part-day public holidays, see Schedule G—2016 Part-day public holidays.

19. Community service leave

Community service leave is provided for in the NES.

20. Termination of employment

20.1 Notice of termination is provided for in the NES.

20.2 Notice of termination by an employee

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

20.3 Job search entitlement

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

21. Redundancy

21.1 Redundancy pay is provided for in the NES.

21.2 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 if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be 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.

21.3 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.

21.4 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 20.3.

Part 7—Consultation and Dispute Resolution

22. Consultation

22.1 Consultation regarding major workplace change

(a) Employers to notify

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

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 22.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

22.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or

employees affected and their representatives, if any, about the proposed change.

- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

23. Dispute resolution

- 23.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 23.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Schedule A—Classification Definitions

A.1 Classification and progression principles

A.1.1 Classification

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

- (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee's ability and competence;
- (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
- (c) use such tools and equipment as may be required, subject to the limit of the employee's skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

A.1.2 Progression

An employee will progress through the classification levels subject to:

- (a) possessing the applicable skills for the level; and
- (b) being required by the employer to perform work at that level.

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

A.2 Classification groups

A.2.1 Salt industry services employees

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

A.2.2 Salt industry production and haulage employees

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

A.2.3 Salt industry processing employees

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

A.2.4 Salt industry maintenance trades employees

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

A.3 Classification structure

A.3.1 Level 1—Introductory

- (a) An employee at this level is undertaking the standard induction training required for the operation or business. Such training covers conditions of employment, plant safety, first aid procedures, movement around the site, work and documentation procedures, quality control and quality assurance and introduction to supervisors and fellow workers.
- (b) Employees at this level perform routine duties under direct supervision.
- (c) This level applies to the following classification groups:
 - (i) Salt industry services employees;
 - (ii) Salt industry production and haulage employees; and
 - (iii) Salt industry processing employees.

A.3.2 Level 2—Basic

- (a) An employee at this level will have completed the standard induction training and be able to competently carry out the basic and semi-skilled work required for this level.
- (b) This level applies to the following classification groups:
 - (i) Salt industry services employees;
 - (ii) Salt industry production and haulage employees; and
 - (iii) Salt industry processing employees.
- (c) Indicative duties at this level include: lumping, sewing, cleaning, general labouring, attendance at a machine like washplant attendants and conveyor attendant, basic records in stores and dispatch, operation of mobile equipment and vehicles not requiring specialised licences, laboratory assistants.

A.3.3 Level 3—Intermediate

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

- (b) This level applies to the following classification groups:
 - (i) Salt industry services employees;
 - (ii) Salt industry production and haulage employees; and
 - (iii) Salt industry processing employees.
- (c) Indicative duties at this level include: control of brine flows and irrigation under supervision including maintenance of concentration ponds and crystallisers, knowledge of designation of flow paths, chemical additives and higher quality food grades, automatic and/or manual control bypassing equipment, operation of vehicles and or mobile plant requiring a specialised licence, laboratory assistant, washplant or conveyor operator, shiploader, brine operator.

A.3.4 Level 4—Competent

- (a) An employee at this level will be able to competently apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through the completion of a trade certificate, or through practical experience, which has equipped the employee with an equivalent level of skills and knowledge.
- (b) An employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An employee at this level requires only limited supervision or guidance.
- (c) An employee at this level understands and applies quality control techniques, exercises discretion within the scope of this level, performs work under limited supervision, operates all equipment incidental to the work and assists in the provision of on-the-job training.
- (d) This level applies to the following classification groups:
 - (i) Salt industry services employees;
 - (ii) Salt industry production and haulage employees;
 - (iii) Salt industry processing employees; and
 - (iv) Salt industry maintenance trades employees.
- (e) Indicative duties at this level include: diagnostic fault detection and ratification relating to salt flow and granule size, supervision and control of all brine flow, brine movements and irrigation, supervision of employees at Levels 1 to 3, operation of all mobile equipment in all conditions, stock control and responsibility for receipt, storage, security and dispatch of orders, certified laboratory work which may include developing sampling techniques and procedures.

A.3.5 Level 5—Advanced

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

application of the relevant skills and knowledge to new but predictable situations.

- (b) The level of skills or knowledge required to perform this work will involve the completion of a post-trade training appropriate for this level, or through the acquisition of practical skills and knowledge which has equipped the employee with the equivalent level of skills and knowledge. An employee at this level will provide guidance and assistance to others.
- (c) This level applies to the following classification groups:
 - (i) Salt industry production and haulage employees;
 - (ii) Salt industry processing employees; and
 - (iii) Salt industry maintenance trades employees.

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Schedule B—Summary of Hourly Rates of Pay

Note inserted in accordance with para [63] [\[2015\] FWCFB 4658](#); rates updated as a result of AWR 2016

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Ordinary hourly rate

Ordinary hourly rate includes the industry allowance (clause 11.3(b)) which is payable for all purposes.

NOTE: The industry allowance has been added to the penalty rates and overtime rates after the loadings have been calculated.

B.1.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary rate	Afternoon & night	Permanent night	Saturday	Sunday & public holiday
% loading + industry allowance					
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Level 1—Introductory	19.05	21.83	24.61	28.32	37.58
Level 2—Basic	19.60	22.46	25.32	29.14	38.68
Level 3—Intermediate	20.38	23.36	26.34	30.31	40.24
Level 4—Competent	21.13	24.22	27.31	31.44	41.74
Level 5—Advanced	21.96	25.18	28.39	32.68	43.40

B.1.2 Full-time and part-time employees—other than continuous shiftworkers—overtime rates

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
% loading + industry allowance				
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1—Introductory	28.32	37.58	37.58	46.85
Level 2—Basic	29.14	38.68	38.68	48.22
Level 3—Intermediate	30.31	40.24	40.24	50.17
Level 4—Competent	31.44	41.74	41.74	52.05
Level 5—Advanced	32.68	43.40	43.40	54.12

B.1.3 Full-time and part-time continuous shiftworkers—overtime rates

	Monday to Sunday
	200% loading + industry allowance
	\$
Level 1—Introductory	37.58
Level 2—Basic	38.68
Level 3—Intermediate	40.24
Level 4—Competent	41.74
Level 5—Advanced	43.40

B.2 Casual ordinary hourly rate

Casual ordinary hourly rate is based on the ordinary hourly rate (including other all-purpose allowances that may be payable, see clause 11.3(b)) and the casual loading which constitutes part of the casual employee’s all-purpose rate.

NOTE: The industry allowance has been added to the penalty rates and overtime rates after the loadings have been calculated.

B.2.1 Casual employees—ordinary and penalty rates

	Ordinary rate	Afternoon & night	Permanent night	Saturday	Sunday & public holiday
	% loading + industry allowance				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Level 1—Introductory	23.68	27.15	30.63	35.26	46.84
Level 2—Basic	23.85	27.95	31.53	36.30	48.22
Level 3—Intermediate	24.83	29.07	32.80	37.77	50.18
Level 4—Competent	25.76	30.14	34.01	39.16	52.04
Level 5—Advanced	26.80	31.34	35.36	40.72	54.12

B.2.2 Casual employees—other than continuous shiftworkers—overtime rates

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
% loading + industry allowance				
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1—Introductory	35.26	46.84	46.84	58.42
Level 2—Basic	36.30	48.22	48.22	60.15
Level 3—Intermediate	37.77	50.18	50.18	62.60
Level 4—Competent	39.16	52.04	52.04	64.92
Level 5—Advanced	40.72	54.12	54.12	67.52

B.2.3 Casual continuous shiftworkers—overtime rates

	Monday to Sunday
	200% loading + industry allowance
	\$
Level 1—Introductory	46.84
Level 2—Basic	48.22
Level 3—Intermediate	50.18
Level 4—Competent	52.04
Level 5—Advanced	54.12

Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

See clause 11—Allowances for full details of allowances payable under this award.

C.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule H as the minimum weekly rate for classification Level 4 employee in clause 10.1 = \$783.30.

Allowance	Clause	% of <u>standard rate</u> (\$783.30)	\$
Industry allowance ¹	11.3(b)	2.5	19.58
First aid	11.3(c)	2	15.67
Leading hand allowance	11.3(d)		
3 to 10 employees		2.35	18.41
11 to 20 employees		3.92	30.71
More than 20 employees		4.71	36.89

¹ This allowance applies for all purposes

C.2 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.3 Expense related allowances

Allowance	Clause	\$
Meal	11.4(a)	13.81 per occasion
Motor vehicle	11.4(b)	0.78 per km

C.4 Method of adjusting expense related allowances

C.4.1 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.

C.4.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Motor vehicle allowance	Private motoring sub-group

Schedule D—Supported Wage System

Rates updated as a result of AWR 2016

D.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.

D.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

D.3 Eligibility criteria

D.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.

D.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.

D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

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

D.5 Assessment of capacity

D.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.

D.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.

D.6 Lodgement of SWS wage assessment agreement

D.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.

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

D.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.

D.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.

D.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.

D.10 Trial period

- D.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.
- D.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.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.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 D.5.

Schedule E—School-based Apprentices

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

Schedule F—National Training Wage

Rates updated as a result of AWR 2016.

This schedule is being reviewed in matter [AM2016/17](#)

F.1 Title

This is the *National Training Wage Schedule*.

F.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

F.3 Coverage

F.3.1 Subject to clauses F.3.2 to F.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause F.7 to this schedule or by clause F.5.4 of this schedule.

F.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.7 to this schedule.

F.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

F.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

F.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

F.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

F.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

F.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

F.5 Minimum Wages

F.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship		Second and subsequent years of traineeship	
	per week		per week	
	\$		\$	
Wage Level A	638.50		663.20	
Wage Level B	616.00		639.70	
Wage Level C	560.60		581.80	

F.5.2 Minimum wages for part-time traineeships**(a) Wage Level A**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause F.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or

at TAFE, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

F.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

F.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause F.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

F.6 Employment conditions

F.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

F.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

F.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause F.5.2(f)(ii) and not by this clause.

F.6.4 Subject to clause F.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

F.7 Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

F.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

F.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III

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Training package	AQF certificate level
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

F.7.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

Schedule G—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

Schedule G varied by [PR580863](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- G.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

DRAFT

Schedule H—Definitions

In this award, unless the contrary intention appears:

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

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

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

Definition of ‘all purposes’ amended in accordance with para [35] and [91] [\[2015\] FWCFB 4658](#)

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance or casual loading, when calculating penalties, loadings or payments while they are on annual leave

base rate of pay has the meaning in the NES

casual ordinary hourly rate means the hourly rate for a casual employee for the employee’s classification specified in clause 10—Minimum wages, inclusive of the industry allowance and casual loading

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

leading hand is an employee who is directed to control, supervise and take responsibility for the work performed by three or more employees

minimum weekly rate means the minimum weekly rate of pay set out in clause 10—Minimum wages

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

NES means the National Employment Standards as contained in ss. [59 to 131](#) of the Act

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

ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 10—Minimum wages, inclusive of the industry allowance

salt industry means:

- the producing, gathering, extracting, harvesting, storing, distributing, packaging, manufacturing, treating, refining, brine handling, processing and transporting,

shipping and conveying of salt and incidental related work by employees of the employer;

- the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment or camp facilities used in the activities set out above by employees employed by employers principally engaged in the salt industry; and
- the provision of temporary labour services used in the activities set out above, by temporary labour personnel principally engaged to perform work at a location where the activities set out above are being performed.

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

standard rate means the minimum weekly wage for a Level 4 employee in clause 10—Minimum wages.

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

DRAFT

Schedule I—Agreement to Take Annual Leave in Advance

Schedule I—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583071](#).

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 J—Agreement to Cash Out Annual Leave

Schedule J—Agreement to Cash Out Annual Leave inserted in accordance with [PR583071](#).

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____