



# DRAFT DETERMINATION

*Fair Work Act 2009*

s.156—4 yearly review of modern awards

## **4 yearly review of modern awards**

(AM2014/88)

### **SALT INDUSTRY AWARD 2010**

[MA000107]

Salt industry

JUSTICE ROSS, PRESIDENT  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

*4 yearly review of modern awards – Salt Industry Award 2010 – modern award varied.*

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Salt Industry Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B: This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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# Salt Industry Award 20XX

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Salt Industry Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 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.

### 2. 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

**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 16—Minimum rates, 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 3 or more employees

**minimum weekly rate** means the minimum weekly rate of pay set out in clause 16—Minimum rates

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

**NES** means the National Employment Standards as contained in sections [59 to 131](#) of the [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 16—Minimum rates, inclusive of the industry allowance

**salt industry** has the meaning given in clause 4.2

**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 16—Minimum rates.

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

### **3. The National Employment Standards and this award**

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

**3.2** Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

**3.3** 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.

### **4. Coverage**

**4.1** 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.

#### **4.2 Definition of salt industry**

For the purpose of clause 4.2, **salt industry** means:

- (a) the producing, gathering, extracting, harvesting, storing, distributing, packaging, manufacturing, treating, refining, brine handling, processing and transporting, shipping and conveying of salt and incidental related work by employees of the employer;
- (b) the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment or camp facilities used in the activities set out in clause 4.2(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 4.2(a) and 4.2(b), by temporary labour personnel principally engaged to perform work at a location where the activities described in clauses 4.2(a) and (b)4.2(b) are being performed.
- 4.3 The award does not cover employers in respect of their operations or activities covered by the *Manufacturing and Associated Industries and Occupations Award 20XX*, except for work covered by clause 4.2.
- 4.4 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 4.1 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 4.2 are being performed. Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5 This award does not cover:
  - (a) employees excluded from award coverage by 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.
- 4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

## 5. Individual flexibility arrangements

- 5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
  - (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.

- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a)** give the employee a written proposal; and
  - (b)** if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a)** state the names of the employer and the employee; and
  - (b)** identify the award term, or award terms, the application of which is to be varied; and
  - (c)** set out how the application of the award term, or each award term, is varied; and
  - (d)** set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e)** state the date the agreement is to start.
- 5.7** An agreement must be:
- (a)** in writing; and
  - (b)** signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a)** at any time, by written agreement between the employer and the employee; or
  - (b)** by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

### **6.2 Responding to the request**

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

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

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

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



### **6.3 What the written response must include if the employer refuses the request**

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

### **6.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

## **7. Facilitative provisions**

**7.1** 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.

**7.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
13.2(c)	Ordinary hours and roster cycles—employees other than shiftworkers	The majority of employees
13.3(c)	Ordinary hours and roster cycles—shiftworkers	The majority of employees
15.4(b)	Overtime rest breaks	An individual
21.5	Time off instead of payment for overtime	An individual
23.6	Annual leave in advance	An individual

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
23.11	Taking of annual leave over an extended period	An individual
23.12	Cashing out of annual leave	An individual
28.3	Substitution of public holidays by agreement	An individual

## **Part 2—Types of Employment and Classifications**

### **8. Types of employment**

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

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

### **9. Full-time employees**

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

### **10. Part-time employees**

**10.1** A part-time employee:

- (a) is engaged to work an average of less than 38 ordinary hours per week; and
- (b) receives, on a pro rata basis, equivalent pay and conditions as those of full-time employees who do the same kind of work.

**10.2** 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 16—Minimum rates.

**10.3** 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.

### **11. Casual employees**

**11.1** 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.

**11.2** The minimum engagement for a casual employee is 4 hours.

### 11.3 Casual loading

- (a) For each ordinary hour worked, a casual employee must be paid:
  - (i) the ordinary hourly rate for their classification; and
  - (ii) a loading of 25% of the ordinary hourly rate.
- (b) The loading constitutes part of the casual employee's rate of pay for all purposes.
- (c) 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.

### 11.4 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.4(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
  - (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
  - (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 31—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
  - (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.4, the employer and employee must discuss and record in writing:
    - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
    - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
  - (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
  - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.4.
  - (o) Nothing in clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
  - (p) Nothing in clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.4 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.4 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4(q).

## **12. Classifications**

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

## **Part 3—Hours of Work**

### **13. Ordinary hours of work**

#### **13.1 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 8—Types of employment.
- (c) For the purposes of [section 63](#) of the [Act](#), an employee's weekly hours may be averaged over a period of up to 26 weeks.

#### **13.2 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 13.2(c) and 13.2(d).
- (c) The employer and majority of affected employees may agree:
  - (i) to vary the spread of hours in clause 13.2(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 arrangements may continue to operate in respect to both existing employees and new employees.

#### **13.3 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 13.3(c) and 13.2(d).

- (c) The employer and majority of affected employees may agree:
  - (i) to vary the spread of hours in clause 13.2(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.

#### **13.4 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 7.
- (b) For the purposes of clause 13.4, 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.

#### **13.5 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).

### **14. Rostering arrangements**

#### **14.1 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 14.1.
- (d) Notwithstanding anything elsewhere contained in clause 14.1, an employer may vary or suspend any roster arrangement immediately in the case of an emergency.

## **15. Breaks**

### **15.1 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 5 hours worked.

### **15.2 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.

### **15.3 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 5 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.

### **15.4 Overtime rest breaks**

- (a) An employee may take a paid rest break of 20 minutes after each 4 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 clause 15.4 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 15.4.

### **15.5 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 21.2 or 21.3 (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 15.5(a) will apply in the case of shiftworkers as if 8 hours was substituted for 10 hours.

## Part 4—Wages and Allowances

### 16. Minimum rates

#### 16.1 Adult rates

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

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 1—Introductory	775.40	20.41
Level 2—Basic	798.60	21.02
Level 3—Intermediate	831.00	21.87
Level 4—Competent	862.50	22.70
Level 5—Advanced	897.30	23.61

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

#### 16.2 Junior rates

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 minimum weekly rate <sup>1</sup>	Junior minimum hourly rate <sup>2</sup>
	%	\$	\$
16 years or less	65	519.09	13.66
At 17 years	80	638.88	16.81
At 18 years	90	718.74	18.91



Age	% of Level 2 adult rate	Junior minimum weekly rate <sup>1</sup>	Junior minimum hourly rate <sup>2</sup>
At 19 years	100	798.60	21.02

<sup>1</sup> **Junior minimum weekly rate** is based on a percentage of the minimum weekly rate.  
<sup>2</sup> **Junior minimum hourly rate** is the junior ordinary weekly rate divided by 38.

### 16.3 Apprentice rates

- (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

- (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:

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

- (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 16.3(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 16.1, or the rate prescribed by clause 16.3(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 6 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 16.1 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 clause 16.3 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 16.3(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 clause 16.3, 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 16.3(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 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 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 16.3(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. Clause 16.3 operates subject to the provisions of Schedule E—Supported Wage System.

#### **16.4 School based apprentices**

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

#### **16.5 Higher duties**

- (a) An employee required to work at a higher level for more than 2 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 2 hours or less on any day will be paid at the higher rate for the time worked at the higher level.

#### **16.6 Supported wage system**

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

#### **16.7 National training wage**

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Salt Industry Award 2010* and not the *Miscellaneous Award 2010*.

### **17. Payment of wages**

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**17.1** 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.

**17.2** An employer may deduct from any amount required to be paid to an employee under clause 17 the amount of any overpayment of wages or allowances.

#### **17.3 Payment on termination of employment**

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
  - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 17.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 17.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 17.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## **18. Annualised salary arrangements**

**18.1** An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:

- (a) clause 16—Minimum rates;
- (b) clause 19—Allowances;
- (c) Part 5—Overtime and Penalty Rates; and
- (d) clause 23.5—Annual leave loading

**18.2** 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.

### **18.3 Annual salary not to disadvantage employees**

- (a) 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).
- (b) 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.

### **18.4 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 clause 18 comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

## 19. Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**19.1** Employers must pay to an employee such allowances as the employee is entitled to under this clause 19. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances.

**19.2** Allowances are all-purpose allowances only if expressly stated in clause 19. Where an employee is paid by the hour, the allowance will be 1/38th of the weekly allowance.

### 19.3 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 annual leave. The following allowance is paid for all purposes under this award:

(i) industry allowance (clause 19.3(b)).

#### (b) Industry allowance

(i) Employees will be paid an industry allowance of **\$21.56** 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 **\$17.25** 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	20.27
11–20 employees	33.81
more than 20 employees	40.62

## **19.4 Expense-related allowances**

### **(a) Meal allowance for overtime work**

A meal allowance of **\$14.70** is payable to an employee who is required to work more than 2 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.

## **20. Superannuation**

### **20.1 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.

### **20.2 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.

### **20.3 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 20.2.
- (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 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

## 20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2, and pay the amount authorised under clauses 20.3(a) or 20.3(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—Overtime and Penalty Rates

### 21. Overtime

#### 21.1 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 10.3) 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.

#### 21.2 Overtime payments—employees other than continuous shiftworkers

- (a) Except where provided otherwise in clause 21.2, 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 rate for the first 2 hours and **200%** of ordinary hourly base rate of pay thereafter, for overtime worked from Monday until Saturday;
  - (ii) **200%** of the ordinary hourly rate for any overtime worked on a Sunday; and
  - (iii) **250%** of the ordinary hourly rate 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 4 hours or will be paid for a minimum of 4 hours work in circumstances where the employee is engaged for a lesser period.

**21.3 Overtime payments—continuous shiftworkers**

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

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime rates.

**21.4 Method of calculation**

- (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.

**21.5 Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 21.5.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in clause 21.5(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by 21.5 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 21.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 21.5 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.



- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 21.5(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 21.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.5 will apply, including the requirement for separate written agreements under 21.5(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 21.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.5.

## **22. Penalty rates**

### **22.1 Shiftwork penalties**

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

### **22.2 Weekend work**

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

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

### **22.3 Public holidays**

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

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including penalties.

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

## **Part 6—Leave and Public Holidays**

### **23. Annual leave**

**23.1** Clause 23 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.

**23.2** For the purposes of the provisions of the [NES](#) which deal with annual leave, shiftworker means a continuous shiftworker.

### **23.3 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: If an employee is receiving over-award 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 sections 16 and 90 of the [Act](#)).

#### **23.4 Electronic funds transfer (EFT) payment of annual leave**

Despite anything else in clause 23, 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 23.3 and 23.5.

#### **23.5 Annual leave loading**

In addition, the employer must pay the employee a loading of 17.5% of the amount payable under clause 23.6.

#### **23.6 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 23.6 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.6 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 23.6, 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.

#### **23.7 Excessive leave accruals: general provision**

NOTE: Clauses 23.7 to 23.9 contain provisions, additional to the [NES](#), 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 [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 23.2).
- (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 23.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### **23.8 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 23.7(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 clause 23.8(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 23.7, 23.8 or 23.9 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 23.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 23.8(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 clause 23.8(d) may result in the direction ceasing to have effect. See clause 23.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### **23.9 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the employer under 23.9(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 23.8(a) that, when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under 23.9(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under 23.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 23.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under 23.9(a).

### **23.10 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.

### **23.11 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.

### **23.12 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.12.

- (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 23.12 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 23.12 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 23.12 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.12.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.12.

NOTE 3: An example of the type of agreement required by clause 23.12 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave. Personal/carer's leave and compassionate leave

## **24. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

## **25. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the [NES](#).

## **26. Community service leave**

Community service leave is provided for in the [NES](#).

## **27. Unpaid family and domestic violence leave**

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## **28. Public holidays**

**28.1** Public holidays are provided for in the [NES](#).

**28.2** Where an employee works on a public holiday they will be paid in accordance with clause 22.3—Public holidays and clause 21—Overtime.

### **28.3 Substitution of public holidays**

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a public holiday under the NES.

### **28.4 Part-day public holidays**

For provisions relating to part-day public holidays, see Schedule I—Part-day Public Holidays.

## **Part 7—Consultation and Dispute Resolution**

## **29. Consultation about major workplace change**

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

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and

- (c) commence discussions as soon as practicable after a definite decision has been made.
- 29.2 For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
  - (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 29.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).
- 29.5 In clause 29 **significant effects**, on employees, includes any of the following:
  - (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or
  - (f) the need for employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.
- 29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

## **30. Consultation about changes to rosters or hours of work**

- 30.1 Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 30.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 30.3 For the purpose of the consultation, the employer must:
  - (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and



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

**30.4** The employer must consider any views given under clause 30.3(b).

**30.5** Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **31. Dispute resolution**

**31.1** Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

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

**31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

**31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

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

**31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

**31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.

**31.8** While procedures are being followed under clause 31 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

**31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 32. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

#### 32.1 Notice of termination by an employee

- (a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

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

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

- (c) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(d).
- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

#### 32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

### **33. Redundancy**

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

#### **33.1 Transfer to lower paid duties on redundancy**

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

#### **33.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

#### **33.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

## **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.



## Schedule B—Summary of Hourly Rates of Pay

### B.1 Ordinary hourly rate

**Ordinary hourly rate** includes the industry allowance (clause 19.3(b)) which is payable for all purposes.

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

	Ordinary rate	Afternoon & night	Permanent night	Saturday	Sunday & public holiday
	All employees	Shiftworkers			
	% of ordinary hourly rate <sup>1</sup>				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Level 1—Introductory	20.98	24.13	27.27	31.47	41.96
Level 2—Basic	21.59	24.82	28.07	32.38	43.18
Level 3—Intermediate	22.44	28.81	29.17	33.66	44.88
Level 4—Competent	23.27	26.76	30.25	34.91	46.54
Level 5—Advanced	24.18	27.80	31.43	36.27	48.36

<sup>1</sup>**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

#### 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
	% of ordinary hourly rate <sup>1</sup>			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1—Introductory	31.47	41.96	41.96	52.45
Level 2—Basic	32.38	43.18	43.18	53.98
Level 3—Intermediate	33.66	44.88	44.88	56.10
Level 4—Competent	34.91	46.54	46.54	58.18
Level 5—Advanced	36.27	48.36	48.36	60.45

<sup>1</sup>**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

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

	Monday to Sunday
	% of ordinary hourly rate
	200%
	\$
Level 1—Introductory	41.96
Level 2—Basic	43.18
Level 3—Intermediate	44.88
Level 4—Competent	46.54
Level 5—Advanced	48.36

<sup>1</sup>**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

**B.2 Casual ordinary hourly rate**

**Casual ordinary hourly rate** includes the casual loading and industry allowance (clause 19.3(b)) which are payable for all purposes.

**B.2.1 Casual employees—ordinary and penalty rates**

	Ordinary rate	Afternoon & night	Permanent night	Saturday	Sunday & public holiday
	All employees	Shiftworkers			
	% of casual ordinary hourly rate <sup>1</sup>				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Level 1—Introductory	26.23	30.16	34.10	39.35	52.46
Level 2—Basic	26.99	31.04	35.09	40.49	53.98
Level 3—Intermediate	28.05	32.26	36.47	42.08	56.10
Level 4—Competent	29.09	33.45	37.82	43.64	28.18
Level 5—Advanced	30.23	34.76	39.30	45.35	60.46

<sup>1</sup>**Casual ordinary hourly rate** includes the casual loading and industry allowance payable to all employees for all purposes.

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

	<b>Monday to Saturday – first 2 hours</b>	<b>Monday to Saturday – after 2 hours</b>	<b>Sunday – all day</b>	<b>Public holiday – all day</b>
	<b>% of casual ordinary hourly rate<sup>1</sup></b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1—Introductory	39.35	52.46	52.46	65.58
Level 2—Basic	40.49	53.98	53.98	67.48
Level 3—Intermediate	42.08	56.10	56.10	70.13
Level 4—Competent	43.64	28.18	28.18	72.73
Level 5—Advanced	45.35	60.46	60.46	75.58

<sup>1</sup>**Casual ordinary hourly rate** includes the casual loading and industry allowance payable to all employees for all purposes.

**B.2.3 Casual continuous shiftworkers—overtime rates**

	<b>Monday to Sunday</b>
	<b>% of casual ordinary hourly rate<sup>1</sup></b>
	<b>200%</b>
	<b>\$</b>
Level 1—Introductory	52.46
Level 2—Basic	53.98
Level 3—Intermediate	56.10
Level 4—Competent	28.18
Level 5—Advanced	60.46

<sup>1</sup>**Casual ordinary hourly rate** includes the casual loading and industry allowance payable to all employees for all purposes

## Schedule C—Summary of Monetary Allowances

See clause 19—Allowances for full details of allowances payable under this award.

### C.1 Wage-related allowances

**C.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly rate for classification Level 4 employee in clause 16.1 = **\$862.50**.

Allowance	Clause	% of <a href="#">standard rate</a>	\$	Payable
Industry allowance <sup>1</sup>	19.3(b)	2.5	21.56	per week
First aid	19.3(c)	2	17.25	per week
Leading hand allowance	19.3(d)			
3 to 10 employees		2.35	20.27	per week
11 to 20 employees		3.92	33.81	per week
More than 20 employees		4.71	40.62	per week

<sup>1</sup> This allowance applies for all purposes

### C.1.2 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.2 Expense-related allowances

Allowance	Clause	\$	Payable
Meal	19.4(a)	14.70	per occasion
Motor vehicle	19.4(b)	0.78	per km

### C.2.1 Method of adjusting expense-related allowances

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

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

## **Schedule D—School-based Apprentices**

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 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.
- D.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.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule E—Supported Wage System

**E.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**E.2** In this schedule:

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

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

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (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](http://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

### **E.3 Eligibility criteria**

**E.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**E.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

## **E.4 Supported wage rates**

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

<b>Assessed capacity (clause E.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**E.4.2** Provided that the minimum amount payable must be not less than **\$87** per week.

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

## **E.5 Assessment of capacity**

**E.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**E.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

## **E.6 Lodgement of SWS wage assessment agreement**

**E.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**E.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the 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.

## **E.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

## **E.8 Other terms and conditions of employment**

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

## **E.9 Workplace adjustment**

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

## **E.10 Trial period**

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$87** per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.



## Schedule F—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

## Schedule G—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#)

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule H—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## **Schedule I—Part-day Public Holidays**

- I.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- I.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) 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 I.2(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 I.2(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.
- I.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.
- I.4** This schedule is not intended to detract from or supplement the [NES](#).