

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

Publication date	Reason for amendments	Clauses affected
9 October 2014	Correct minor technical and drafting errors	6, 20.2, Schedule D
2 February 2015	Incorporate changes resulting from <a href="#">[2014] FWCFB 9412</a>	1.2, 2, 5, 6.6, 8.4, 9.4, 10.4, 15, 16, 17, 18, 19, 20, 21, Schedule E, Schedule G
9 September 2016	Incorporate further changes resulting from <a href="#">[2014] FWCFB 9412</a>	1.6, 3.5, 19
	Incorporate changes proposed by agreement of parties see <a href="#">Joint parties' report to the Full Bench</a> 27 April 2015	3.1, 5.2, 6.5, 7.4, 8.2, 8.5, 10.2, 11.3, 13.1, Schedule C, Schedule G
	Incorporate changes resulting from <a href="#">[2015] FWCFB 4658</a>	1, 10.1, 15, Schedule B, Schedule G
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579830</a> , <a href="#">PR579564</a> and <a href="#">PR581528</a>	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from <a href="#">PR582959</a>	15, Schedule H, Schedule I
	Incorporate changes resulting from <a href="#">PR584071</a>	14.7, Schedule J

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

## EXPOSURE DRAFT

### Aluminium Industry Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Aluminium Industry Award 2010* (the Aluminium award) as at 5 September 2014. This exposure draft does not seek to amend any entitlements under the Aluminium award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/64](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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DRAFT

## Part 1—Application and Operation

### 1. Title and commencement

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

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

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

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

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

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

1.5 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

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

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

### 2. The National Employment Standards and this award

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

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

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

### 3. Coverage

3.1 This award covers employers throughout Australia in the aluminium industry and their employees in the classifications listed in Schedule A—[Classification definitions](#) to the exclusion of any other modern award.

**3.2** The **aluminium industry** means bauxite operations and the treatment of bauxite, alumina, aluminium or any of their derivatives, including:

- (a) resource drilling, extraction, rehabilitation work and treatment of bauxite;
- (b) all processing, refining, smelting, melting, casting and rolling operations performed in connection with the treatment of bauxite, alumina, aluminium and any of their derivatives;
- (c) activities ancillary to the activities in clauses 3.2(a) and 3.2(b) including but not limited to:
  - (i) the generation and/or transmission of power and/or steam that is ancillary or incidental to the employer's activities in clauses 3.2(a) or 3.2(b) (albeit that excess power may be sold into the grid); and
  - (ii) bulk materials handling at a wharf or any load out/in facility, including the loading and unloading of bauxite, alumina and other bulk materials for the purpose of such activities by employers engaged in such activities;
- (d) the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment used in the activities set out in clauses 3.2(a), 3.2(b) and 3.2(c) by employees principally employed to perform work on an ongoing basis at a location where such activities are being performed; and
- (e) the provision of supplementary labour services used in the activities in clauses 3.2(a), 3.2(b) and 3.2(c) by supplementary labour personnel principally engaged to perform work at a location where such activities are being performed.

NOTE: The placement by a contractor of employees at an aluminium industry facility for the period of a programmed maintenance shutdown would not bring the contractor within the aluminium industry under clause 3.2(d).

**3.3** This award does not cover employers in respect of employees:

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

- (a) in relation to the processing, melting, casting, rolling, extrusion and fabrication of aluminium as part of other manufacturing operations and activities of employers covered by the *Manufacturing and Associated Industries and Occupations Award 2014 2015*;
- (b) in relation to catering, accommodation, cleaning and incidental services (unless the employee is employed by an aluminium industry employer or a related company);
- (c) who are clerical and administrative staff;
- (d) who are staff employees engaged in managerial, professional, scientific or senior supervisory positions;
- (e) who are staff employees in paraprofessional technical positions;

- (f) who perform security services (unless the employee is employed by an aluminium industry employer or a related company); or
- (g) who work in the head office or town office of the employer.

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

**3.5** This award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

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

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

## **4. Award flexibility**

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

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;

(d) allowances; and

(e) leave loading.

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

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

(a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and

(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

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

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

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

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

**4.8** The agreement may be terminated:

(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by

either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## 5. Facilitative provisions

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

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

Reference to clauses 8.2 and 8.5 added following amendment to these clauses proposed by parties – [Joint party report 27 April 2016](#).

Clause	Provision	Agreement between an employer and:
<a href="#">8.2</a>	<a href="#">Maximum 12 ordinary hour day</a>	<a href="#">The majority of employees</a>
8.4(b)	Rosters	The majority of employees
<a href="#">8.5(c)</a>	<a href="#">Change of roster—period of notice</a>	<a href="#">The majority of employees</a>
9.4(d)	Rest breaks—overtime	The majority of employees
10.4(a)(ii)	Payment of wages	<a href="#">An individual or the majority of employees</a>
14.4(d)	Rest period after overtime	An individual
14.7	Time off instead of payment for overtime	An individual
15.3	Annual leave in advance	An individual
18.3	Substitution of public holidays by agreement	An individual or the majority of employees

## Part 2—Types of Employment and classifications

### 6. Types of employment

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

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

6.2 At the time of engagement an employer must inform an employee, in writing, whether their employment is full-time, part-time or casual.

6.3 The employer must also advise in writing the classification level to which the employee is appointed, and in the case of casual employees, the likely number of hours the employee will be required to work.

#### 6.4 Full-time employees

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

#### 6.5 Part-time employees

- (a) A part-time employee is an employee who works a regular pattern of hours which over the roster cycle average less than 38 ordinary hours per week.
- (b) Before commencing employment, the employer and the part-time employee will agree in writing on:
  - (i) the hours that the employee will work;
  - (ii) the days of the week that the employee will work;
  - (iii) the starting and finishing times on each day; and
  - (iv) ~~on~~ the classification applying to the work to be performed.
- (c) The agreement under clause 6.5(b) may be varied by agreement in writing.
- (d) The agreement under clause 6.5(b) and any variations under clause 6.5(c) will be retained by the employer and the employer will give a copy of the agreement and any variations to the employee.
- (e) Subject to clause 6.5(f), the employer must engage a part-time employee for a minimum of three consecutive hours on any shift.
- (f) In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of three hours. A part-time employee may request, and the employer may agree, to the employee being engaged for less than three consecutive hours on any shift in order to meet their personal circumstances.
- (g) A part-time employee must be paid the ordinary hourly rate for each ordinary hour worked that applies to their classification.

- (h) Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed under clause 6.5(b) or as varied under clause 6.5(c).
- (i) Where an employer requires a part-time employee to work in excess of the hours agreed under clause 6.5(b) or as varied under clause 6.5(c), the additional hours will be paid at overtime rates.
- (j) The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

## 6.6 Casual employees

- (a) A casual employee is an employee engaged and paid as a casual employee.
- (b) When an employer engages a casual employee, the employer must inform the casual employee who their employer is, their classification level, their rate of pay and the likely number of hours they will be required to work.
- (c) For each ordinary hour worked, a casual employee must be paid:
  - (i) the ordinary hourly rate; and
  - (ii) a loading of 25% of the ordinary hourly rate,for the classification in which they are employed.
- (d) On each occasion a casual employee is required to attend work the employee must be paid for a minimum of three hours, unless the employee requests, and the employer agrees, to a period of employment of less than three hours in order to meet the personal circumstances of the employee.

## 6.7 Apprentices

- (a) The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.
- (b) An apprentice is an employee engaged under a training agreement or contract of apprenticeship approved by the relevant State or Territory authority.
- (c) The probationary period of an apprentice is set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with state legislation.
- (d) The minimum wages applying to apprenticeships are set out in clause 10.3.
- (e) Where an apprentice is attending a technical college, school, registered training organisation or TAFE and presenting reports of satisfactory progress, the employer must reimburse the apprentice for all fees and reasonable book costs paid by them.
- (f) Periods of time which an apprentice is required to spend, and does spend, during ordinary working hours at a technical college, school, registered training organisation or TAFE, will be deemed, for the purposes of pay and other entitlements, to have been spent in normal attendance at the employer's workplace.

## 7. Classifications

7.1 Classification definitions are set out in Schedule A—Classification definitions.

7.2 An employee covered by this award 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) use any skills, qualifications and other competencies acquired or used at a lower grade and undertake any duties falling within their current grade or any lower grade;
- (c) acquire any skills reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
- (d) use the tools and equipment the employer requires them to use, subject to the limits of the employee's skills and competence and provided that the employee has been properly trained in the use of those tools and that equipment.

## 7.3 Progression

An employee will progress through the classification levels, subject to the employee:

- (a) having and demonstrating the applicable skills and other competencies to proficiently undertake all of the duties required for the level; and
- (b) being required and appointed by the employer to perform work at that level.

## 7.4 Flexible working

- (a) There are no fixed streams of work.
- (b) An employee will work in any of the following operations, tasks and activities (including all ancillary duties) carried out by the employer:
  - (i) bauxite mining and related operations;
  - (ii) power and steam generation including ancillary operations;
  - (iii) process/production;
  - (iv) servicing, maintenance, modification and repair of plant and equipment, machinery, buildings and other works and structures;
  - (v) on site transport, logistics and stores; or
  - (vi) materials handling at a wharf or any load out/in facility, including the loading and unloading of bauxite, alumina and bulk materials and ancillary activities.

## Part 3—Hours of Work

### 8. Ordinary hours of work and rostering

#### 8.1 Ordinary hours of work

- (a) A full-time employee's ordinary hours of work are an average of 38 hours per week over a roster cycle.
- (b) A part-time employee's ordinary hours of work must be averaged over a roster cycle and must be consistent with clause 6.5.
- (c) A casual employee's ordinary hours of work must be consistent with clause 6.6.
- (d) Subject to clause 8.1(e), an employee who is not a shiftworker may be required to work as many ordinary hours per day as can be worked between 6.00 am and 6.00 pm, Monday to Sunday.
- (e) An employer may agree with an employee or with a majority of affected employees, to alter the span of hours to suit operational and employee needs.
- (f) Any time worked outside the ordinary hours of any shift or outside the span of hours in clause 8.1(d) is overtime. An employee will be advised in writing of which hours in the roster cycle are ordinary hours and which hours are overtime.
- (g) For an employee who is not a shiftworker, the ordinary hours of work on any day exclude meal breaks.
- (h) For an employee who is a shiftworker, the ordinary hours of work on any shift include meal breaks.
- (i) A roster cycle must be no longer than 26 consecutive weeks.

#### 8.2 Maximum 12 ordinary hour day

Subject to clause 8.8, unless agreed otherwise by the employer and the majority of affected employees, the maximum duration of any shift must not exceed 12 hours irrespective of whether the shift is comprised of ordinary hours, overtime hours or a combination of both.

~~A shift must not exceed 12 hours, regardless of whether the shift is comprised of ordinary hours or overtime or both, unless a longer period is agreed between the employer and the majority of affected employees in accordance with clause 8.8.~~

#### 8.3 Work cycle or fly-in-fly-out/drive-in-drive-out operations

- (a) Employees may be engaged to work on a work cycle which includes working and non-working days.
- (b) The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working and non-working weeks in the work cycle.

- (c) Overtime rates will be paid for work which an employee is required to perform in addition to their rostered hours on any shift and for time which the employee is required to work in excess of their total rostered hours in the work cycle.

#### **8.4 Rosters**

- (a) An employer may introduce a roster (including shift start and finish times) which meets the following requirements:
  - (i) the average rostered hours over the roster cycle for an employee does not exceed 44 rostered hours of work per week;
  - (ii) the maximum number of consecutive shifts for an employee does not exceed seven;
  - (iii) the maximum number of shifts for an employee in any 14 consecutive calendar days does not exceed 12; and
  - (iv) the maximum number of consecutive shifts for an employee, where the rostered shift length exceeds 10 hours, does not exceed four shifts.
- (b) The employer and the majority of the affected employees may agree to introduce a roster which does not comply with the requirements of clause 8.4(a).

#### **8.5 Change of roster**

- (a) An employer may implement or change a roster to meet its operational requirements, having regard to the health and safety of the employees.
- (b) The employer must give affected employees two weeks' notice of any new roster or any change to a roster.
- (c) The period of notice in clause ~~8.5(a)~~ 8.5(b) may be reduced by agreement between the employer and the majority of affected employees.

#### **8.6 Change of place on a roster**

- (a) An employer may vary an employee's place on a roster (that is, may transfer the employee from one crew to another) and may vary the employee's start and finish times.
- (b) An employer must give an employee 48 hours' notice of a variation under clause 8.6(a) or a shorter period where that is agreed between the employer and the employee.
- (c) Where a shorter period is agreed under clause 8.6(b), any ordinary hours worked by the employee between the start of the variation and the expiry of 48 hours' notice will be paid at overtime rates.

#### **8.7 Commencement or cessation of shiftwork**

- (a) The employer may require an employee to commence or cease performing shiftwork on one week's notice.
- (b) Where an employer gives an employee less than one week's notice of the commencement or cessation of shiftwork, any ordinary hours worked by the

employee between that commencement or that cessation and the expiry of one week's notice will be paid at overtime rates.

### **8.8 Reasonable handover work**

- (a) The employer may require an employee to perform reasonable handover work to ensure the continuity of operations.
- (b) An employee who is not relieved as scheduled at the end of a shift must continue working until they are relieved or authorised by their employer to finish work.
- (c) The employer must not unreasonably withhold an authorisation under clause 8.8(b) to finish work.

### **8.9 Make-up time**

With the employer's consent, an employee may work make-up time under which the employee does not work ordinary hours in accordance with the employee's roster but works ordinary hours at a later time within the same roster cycle.

### **8.10 Consultation**

An employer must, upon request by a directly affected employee, consult with directly affected employees about any changes under clause 8—Ordinary hours of work and rostering.

### **8.11 Emergency arrangements**

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

## **9. Breaks**

### **9.1 Meal breaks—Employees other than shiftworkers**

An employee who is not a shiftworker is entitled to take an unpaid meal break of not less than 30 minutes after every five hours of work.

### **9.2 Meal breaks—Shiftworkers**

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

### **9.3 Timing of meal breaks**

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

- (b) The employer may stagger the taking of meal breaks to ensure continuity of operations (including routine maintenance).
- (c) Meal breaks may be taken as two breaks by agreement, subject to operational requirements, to ensure the continuity of operations.

**9.4 Rest breaks—overtime**

- (a) An employee working un-rostered overtime for one and a half hours or more after working their rostered hours will, before starting such overtime, be allowed a rest break of 20 minutes.
- (b) An employee working overtime, including an un-rostered overtime shift, will be allowed a rest break of 20 minutes after each four hours of overtime worked, except where the employee is not required to resume overtime work after the rest break.
- (c) Rest breaks under this clause are to be paid at the appropriate overtime rate in accordance with clause 14—Overtime.
- (d) The employer and the majority of employees concerned may agree to any change to clause 9.4 in order to meet operational needs, but the employer must not be required to pay an employee for more or less than 20 minutes per rest break.

**Part 4—Wages and allowances**

**10. Minimum wages**

**10.1 Adult employees**

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

Except as provided otherwise in this award, an employer must pay an adult employee (other than an apprentice) the following minimum wages plus any applicable allowances.

<b>Employee classification</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>	<b>Ordinary hourly rate<sup>†</sup></b>	<b>Casual hourly rate<sup>†</sup></b>
	\$	\$	\$	\$
Aluminium Worker Grade 1	697.40	18.35	<del>18.83</del>	<del>23.54</del>
Aluminium Worker Grade 2	731.80	19.26	<del>19.72</del>	<del>24.65</del>
Aluminium Worker Grade 3	760.00	20.00	<del>20.44</del>	<del>25.55</del>
Aluminium Worker Grade 4	783.30	20.61	<del>21.04</del>	<del>26.30</del>
Aluminium Worker Grade 5	835.60	21.99	<del>22.38</del>	<del>27.98</del>
Aluminium Worker Grade 6	889.90	23.42	<del>23.78</del>	<del>29.73</del>
Aluminium Worker Grade 7	933.50	24.57	<del>24.90</del>	<del>31.13</del>

Employee classification	Minimum weekly rate	Minimum hourly rate	Ordinary hourly rate <sup>†</sup>	Casual hourly rate <sup>†</sup>
	\$	\$	\$	\$
Aluminium Worker Grade 8	971.40	25.56	25.87	32.34
<sup>†</sup> This rate includes the work conditions and disability allowance payable to all employees for all purposes. Other all purpose allowances may also be payable, see clause 11.1(a). See Schedule B for a summary of hourly rates of pay including overtime and penalties				

## 10.2 Junior employees

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

Age	% of adult rate
16 years or less	75
At 17 years	85
At 18 years	100

## 10.3 Apprentices

### (a) Apprentices other than adult apprentices

- (i) The rate of pay for apprentices (other than an adult apprentices) who commenced their apprenticeship with the employer before 1 January 2014 will be the following percentage of the minimum wage for an Aluminium Worker Grade 4:

Year	% of Aluminium Worker Grade 4
1st	50
2nd	60
3rd	75
4th and subsequent	88

- (ii) The rate of pay for apprentices (other than an adult apprentices) who commenced their apprenticeship with the employer on or after 1 January 2014 will be the following percentage of the minimum wage for an Aluminium Worker Grade 4:

Year	% of Aluminium Worker Grade 4 for an apprentice who has not completed Year 12	% of Aluminium Worker Grade 4 for an apprentice who has completed Year 12

Year	% of Aluminium Worker Grade 4 for an apprentice who has not completed Year 12	% of Aluminium Worker Grade 4 for an apprentice who has completed Year 12
1st	50	55
2nd	60	65
3rd	75	75
4th and subsequent	88	88

**Example – Wage rate—2nd year apprentice (other than adult apprentice)**

Rates updated as a result of AWR 2015

Rates updated as a result of AWR 2016.

For example: For an employee who commenced their apprenticeship on or after 1 January 2014, has not completed year 12, and is undertaking their 2nd year of training, the ordinary rate of pay is calculated as follows:

Ordinary hourly rate of pay

- Determine the relevant percentage from the table in clause 10.3(a)(ii) = 60% of the Aluminium Worker Grade 4
- Calculate the minimum hourly rate of pay = 60% of ~~\$19.64~~ \$20.61 = ~~\$11.78~~ \$12.37 (minimum hourly rate)
- Add the hourly work conditions and disability allowance from clause 11.1(b) = ~~\$33.58~~ \$35.25 / 38 = ~~\$0.88~~ \$0.93
- Ordinary hourly rate = ~~\$11.78~~ \$12.37 + ~~\$0.88~~ \$0.93  
= ~~\$12.66~~ \$13.30 per hour

Ordinary weekly rate of pay

- Determine the relevant percentage from the table in clause 10.3(a)(ii) = 60% of the Aluminium Worker Grade 4
- Calculate the minimum weekly rate of pay = 60% of ~~\$746.20~~ \$783.30 = ~~\$447.72~~ \$469.98 (minimum hourly rate)
- Add the weekly work conditions and disability allowance from clause 11.1(b) = ~~\$33.58~~ \$35.25
- Ordinary hourly rate = ~~\$447.72~~ \$469.98 + ~~\$33.58~~ \$35.25  
= ~~\$481.30~~ \$505.23 per week

**(b) Adult apprentices**

- (i) The rate of pay for adult apprentices who commenced their apprenticeship with the employer before 1 January 2014 will be the following percentage of the minimum wage for an Aluminium Worker Grade 4:

Year	% of Aluminium Worker Grade 4
Up to 4th	90
4th and subsequent	95

- (ii) The rate of pay for apprentices who commenced an adult apprenticeship with the employer on or after 1 January 2014 will be:

Year	Minimum rate of pay (subject to clause 10.3(c))	
1st year	90% of Aluminium Worker Grade 4	
	The greater of:	
2nd and 3rd year	90% of Aluminium Worker Grade 4	100% of Aluminium Worker Grade 1
4th and subsequent year	95% of Aluminium Worker Grade 4	100% of Aluminium Worker Grade 1

**(c) Adult apprentices—wage maintenance**

- (i) A person employed by an employer under this award immediately before entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage because they have entered into the training agreement, provided that the person was an employee in that enterprise for at least:

- six months, as a full-time employee;
- twelve months, as a part-time employee; or
- twelve months, as a regular and systematic casual employee;

immediately before commencing the apprenticeship.

- (ii) For the purpose only of fixing a minimum wage, an adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 10.1 in which the adult apprentice was engaged immediately before entering into the training agreement.

**10.4 Payment of wages**

**(a) Period of payment**

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

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

**(b) Method of payment**

- (i) Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.
- (ii) In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the encashment of the cheque.

**(c) Payment of wages on termination of employment**

On termination of employment, wages due to an employee must be paid on the day of termination or paid to the employee by the next regular pay day in accordance with clause 10.4(b).

**(d) Day off coinciding with pay day**

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

**(e) Wages to be paid during working hours**

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

**10.5 Higher duties**

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

**10.6 Supported wage system**

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

**10.7 National training wage**

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

## 11. Allowances

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

Employers must pay to an employee any allowances the employee is entitled to under this clause. See Schedule C for a list of all monetary allowances and the method of adjustment.

### 11.1 Wage related allowances

#### (a) All purpose allowances

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

(i) work conditions and disability allowance (clause 11.1(b)).

#### (b) Work conditions and disability allowance

A single all purpose payment of **\$35.25** per week will be paid for all disabilities, working conditions and special factors associated with work in the aluminium industry, including:

- (i) wet, hot or dusty work;
- (ii) wet ground;
- (iii) working in water or rain;
- (iv) working at heights;
- (v) cleaning flues;
- (vi) working at an isolated location;
- (vii) cold work;
- (viii) dirty work;
- (ix) fumes;
- (x) confined spaces; or
- (xi) the necessity to wear protective clothing and equipment.

### 11.2 First aid allowance

(a) A first aid allowance of **\$15.67** per week is payable to an employee where the employee:

- (i) holds a first aid qualification from St John Ambulance or an equivalent body; and
- (ii) is appointed by the employer to participate in the emergency response team or to otherwise perform first aid duty.

- (b) The first aid allowance is payable for the period of the appointment under clause 11.2(a)(ii).

### 11.3 Leading hand allowance

A leading hand must be paid a weekly allowance as follows:

~~A leading hand allowance is payable to an employee performing work is in charge of other employees as follows:~~

In charge of	\$ per week
3–10 employees	34.47
11–20 employees	43.86
more than 20 employees	58.75

### 11.4 Meal allowance for overtime

- (a) A meal allowance of **\$15.91** per occasion is payable to an employee on each occasion the employee is entitled to a rest break during overtime work.
- (b) The employee will not be entitled to the meal allowance if:
- (i) the employer provides a meal or meal-making facilities; or
  - (ii) the employee was notified no later than the previous day or shift of the requirement to work overtime.

### 11.5 Tool allowance

Where the employer requires an employee to supply and maintain tools ordinarily required in the performance of their work, the employee will be entitled to tool allowance of **\$14.92** per week.

## 12. Superannuation

### 12.1 Superannuation legislation

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

### 12.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the

superannuation guarantee charge under superannuation legislation with respect to that employee.

### 12.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

### 12.4 Superannuation fund

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

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

## Part 5—Penalties and Overtime

### 13. Penalties

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

#### 13.1 Shiftwork penalties

- (a) A shiftwork loading of **\$3.09** ~~per hour~~ for each ordinary hour worked is payable to an employee ~~who works whilst~~ on an afternoon or a rotating night shift on Monday to Friday (inclusive).

- (b) A shiftwork loading of **\$6.18** ~~per hour~~ for each ordinary hour worked is payable to an employee ~~who works whilst~~ on a permanent night shift Monday to Friday (inclusive).

For the method of adjustment of these shiftwork loadings, see Schedule C—Summary of Monetary Allowances.

### **13.2 Weekend work penalties**

An employee will be paid the following penalties for ordinary hours worked on a Saturday or Sunday:

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

### **13.3 Public holiday penalties**

An employee will be paid a penalty of 250% of the ordinary hourly rate of pay for ordinary hours worked on a public holiday.

### **13.4 Extra rates not cumulative**

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

- (a) 250% of the employee's ordinary hourly rate of pay for work performed on a public holiday; or
- (b) 200% of the employee's ordinary hourly rate of pay for work performed on any other day.

Is the casual loading an 'extra rate' for the purpose of this clause? Penalty rates for casual employees in Schedule B include a 25% casual loading in addition to the penalty rates contained in clauses 13.2(b) and 13.3.

## **14. Overtime**

14 amended in accordance with [PR584071](#) (14.7 substituted)

### **14.1 Overtime payments—employees other than continuous shiftworkers**

- (a) Except where provided otherwise in this clause, an employee (other than a continuous shiftworker) will be paid the following payments for all work done in addition to or outside the employee's ordinary hours:
- (i) 150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter, for overtime worked each day from Monday to Saturday (inclusive);
- (ii) 200% of the ordinary hourly rate of pay for overtime worked on a Sunday; and

- (iii) 250% of the ordinary hourly rate of pay for overtime worked on a public holiday.
- (b) An employee required to work un-rostered overtime on a Saturday or a Sunday must be provided with a minimum of four hours work or payment instead.

#### 14.2 Overtime payments—continuous shiftworkers

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

#### 14.3 Method of calculation of overtime rate

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments for overtime worked under this clause are in substitution of any applicable shift penalties or weekend penalty rates that would otherwise apply.
- (c) Overtime is not payable when the time is worked:
  - (i) by arrangement between the employees themselves;
  - (ii) for the purpose of effecting the customary rotation of shifts or to give effect to transfers of new employees to regular shift rosters; or
  - (iii) on a shift to which an employee is transferred at short notice as an alternative to standing down the employee.

#### 14.4 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between successive working days.
- (b) An employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to other provisions in this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) By agreement between the employer and an individual employee, the 10 hour break provided for in clause 14.4(a) to (c) may be reduced to a period of no less than eight hours.

- (e) The provisions of clause 14.4(a) to (c) will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters;
  - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
  - (iii) where a shift is worked by arrangement between employees themselves.

#### **14.5 Transport of employees**

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

#### **14.6 Recall**

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

#### **14.7 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 14.7.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 14.7 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 14.7 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 14.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 14.7 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 14.7 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 14.7 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 14.7.

#### 14.8 Make-up time

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

#### 14.9 Extra rates not cumulative

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

- (a) 250% of the employee's ordinary hourly rate of pay for work performed on a public holiday; or
- (b) 200% of the employee's ordinary hourly rate of pay for work performed on any other day.

The parties should consider whether it is necessary to duplicate this clause (it also appears at clause 13.4). This was done to reflect the provision in the current award which applies to both penalty rates and overtime

### Part 6—Leave, Public Holidays and other NES Entitlements

#### 15. Annual leave

Clause 15 amended in accordance with [PR582959](#) (15.3 and 15.6 substituted; old 15.7 renumbered as 15.9; new 15.7 inserted; 15.8 and 15.10 inserted).

##### 15.1 Annual leave

- (a) Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.
- (b) For the purposes of the annual leave provisions of the NES:
  - (i) shiftworker means a continuous shiftworker as defined in this award;
  - (ii) an employer may convert the annual leave entitlement in the NES to an equivalent ordinary hour entitlement for administrative ease (for example 152 hours for a full-time employee entitled to four weeks' of annual leave and 190 hours for a continuous shiftworker); and
  - (iii) an employee who is engaged for part of the 12 monthly period as a continuous shiftworker will have their annual leave entitlement increased by 1.6 hours for each fortnight (or part thereof) spent on continuous shiftwork. The additional annual leave entitlement will not exceed 38 hours in the 12 month period.

##### 15.2 Annual leave exclusive of public holidays

- (a) The annual leave prescribed by this clause is exclusive of any of the public holidays prescribed by clause 18—Public holidays.

- (b) If, within an employee's period of annual leave, a public holiday falls on a day on which that employee was rostered to work ordinary hours, there will be added to the period of annual leave an equivalent number of rostered ordinary hours.

### **15.3 Annual leave in advance**

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.3 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 15.3 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **15.4 Taking of annual leave during shut-downs**

- (a) Where the employer shuts down the business or part of the business where an employee works, the employer may direct the employee to take paid annual leave during all or part of the period of the shut-down.
- (b) The employer must give an employee not less than four weeks' notice of intention to require the employee to take annual leave during a shut-down period.
- (c) If an employee who is required to take annual leave under clause 15.4(a) does not have sufficient annual leave to cover the entire period of the shut-down, the employer may require the employee to take leave without pay for the balance of the period.

### **15.5 Annual leave loading**

- (a) During the period of an employee's annual leave, the employer must pay the employee for the employee's ordinary hours of work in the period at the employee's ordinary hourly rate
- (b) In addition, the employer must pay the employee the greater of:

- (i) a loading of 20% of the amount payable under clause 15.5(a); or
- (ii) the employee's projected roster earnings (including rostered overtime, penalties and allowances) for the period of annual leave, less the payment required by the NES.

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

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

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

Note: Clauses 15.6 to 15.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by 15.1(b)(i)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### **15.7 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 15.7(b)(i).

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

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

- (a) Clause 15.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 15.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 15.7(a) that, when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by 15.1(b)(i)) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

### 15.9 Payment on termination of employment

- (a) The NES provides for payment of accrued annual leave upon termination of employment. For the full NES entitlement see s.90(2) of the Act.
- (b) Where an employee is paid out accrued annual leave upon termination of employment, the employee will be paid the annual leave loading set out in clause 15.5(b).

### 15.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.10 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 15.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.10.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.10.

Note 3: An example of the type of agreement required by clause 15.10 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

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

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

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

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

## **18. Public holidays**

**18.1** Public holidays are provided for in the NES.

**18.2** Where an employee works on a public holiday they will be paid in accordance with clause 13.3.

### **18.3 Substitution of public holidays by agreement**

By agreement in writing between the employer and:

- (a) the majority of affected employees in the employer's enterprise; or
- (b) an employee;

another day or part of a day may be substituted for a public holiday or part of a public holiday provided for in the NES.

## **19. Community service leave**

19 amended in accordance with para [35] [\[2014\] FWC FB 9412](#)

**19.1** Community service leave is provided for in the NES. ~~The NES provides unpaid leave for voluntary emergency activities and up to 10 days' paid leave for jury service (after 10 days, leave is unpaid).~~

~~**19.2** For the full NES community service leave entitlement see ss. [108–112](#) of the Act.~~

## **20. Termination of employment**

**20.1** Notice of termination is provided for in the NES.

### **20.2 Notice of termination by an employee**

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

amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

**20.3 Job search entitlement**

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

**21. Redundancy**

**21.1** Redundancy pay is provided for in the NES.

**21.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

**21.3 Employee leaving their employment during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**21.4 Job search entitlement in case of redundancy**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 20.3.

## Part 7—Consultation and Dispute Resolution

### 22. Consultation

#### 22.1 Consultation regarding major workplace change

##### (a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) In clause 22.1(a)(i) ‘significant effects’ include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.
- (iii) In spite of clause 22.1(a)(ii), where this award makes provision for alteration of any of the matters set out in clause 22.1(a)(ii) an alteration is deemed not to have significant effect.

##### (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of any major change referred to in clause 22.1(a), the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of the change on employees and must give prompt consideration to matters raised by the employees and their representatives in relation to the change.
- (ii) The discussions under clause 22.1(b)(i) must commence as early as practicable after a definite decision has been made by the employer to make the change referred to in clause 22.1(a)(i).
- (iii) For the purposes of the discussions under clause 22.1(b)(i) the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the change including the nature of the change proposed, the expected effects of the change on employees and any other matters likely to affect employees.
- (iv) In spite of clause 22.1(b)(iii) an employer is not required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

#### 22.2 Consultation about changes to rosters or hours of work

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

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

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

## **23. Dispute resolution**

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

- (b)** Subject to applicable occupational health and safety legislation, while the dispute resolution procedure is being conducted, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

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## Schedule A—Classification definitions

The classifications under this award are as follows.

### A.1 Aluminium Worker Grade 1—Entry

An Aluminium Worker Grade 1—Entry:

- A.1.1** undertakes standard induction and entry level training covering the following matters, so as to perform basic process and/or production tasks:
- (a) conditions of employment;
  - (b) health, safety and the environment;
  - (c) first aid; and
  - (d) work documentation procedures and quality control;
- A.1.2** must undertake the training necessary to perform simple tagging tasks necessary to ensure their own safety and that of other employees;
- A.1.3** must acquire the necessary licences associated with lifting, handling and conveying systems (including basic mobile equipment); and
- A.1.4** performs routine duties essentially of a manual nature and exercises judgment on limited tasks under direct supervision, including some combination of:
- (a) basic lifting, handling and transportation activities;
  - (b) monitoring and adjusting field equipment or process controls;
  - (c) collecting, preparing and basic testing of samples;
  - (d) maintaining accurate records; and
  - (e) cleaning and simple maintenance and servicing functions.

### A.2 Aluminium Worker Grade 2—Basic

An Aluminium Worker Grade 2—Basic:

- (a) has completed induction and entry level training;
- (b) competently carries out basic and semi-skilled work under close supervision in accordance with standard operating procedures and established criteria involving a defined range of plant, machinery, equipment and/or process functions, which may include:
  - (i) operating and non-trade servicing of mining trucks and other mobile equipment;
  - (ii) starting up, monitoring, adjusting, basic isolation and tagging and shutting down of plant, machinery and equipment; and
  - (iii) responding to malfunctions or anomalies in the production process.

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

An Aluminium Worker Grade 3—Intermediate:

- (a) will competently carry out semi-skilled work on a broader range of plant, machinery, equipment and/or process functions than are carried out at Grade 2 or work at an advanced level on a defined range of plant, machinery, equipment and/or process functions, and will:
  - (i) utilise a range of quality control tools and computer-based process systems;
  - (ii) undertake intermediate isolation and tagging of plant for maintenance purposes;
  - (iii) undertake basic repairs and maintenance;
  - (iv) perform analysis of collected samples in the field;
  - (v) undertake mechanical and material handling tasks;
  - (vi) maintain materials and operating supply and stores systems; and
- (b) exercises discretion within their skill level, assists in providing basic instructional on the job training and is responsible for quality work subject to routine supervision.

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

An Aluminium Worker Grade 4—Competent:

- (a) works from complex instructions and procedures to:
  - (i) perform work under general supervision at an elevated level beyond that specified in Grade 3 on a broad range of more complex plant, machinery, equipment and/or process functions, including the monitoring, operation and control of multiple manufacturing processes, including the identification and correction of problems and deviations, the instigation of corrective activities and solutions and the maintenance of operational targets; or
  - (ii) apply trade skills and knowledge acquired through completion of a trade certificate or equivalent qualification in a relevant trade so as to maximise the capacity, efficiency, reliability and availability of plant, machinery, works and equipment;
- (b) can plan and prioritise tasks, select equipment and appropriate procedures from known alternatives, work under limited supervision and take responsibility for the work of others;
- (c) must understand and apply more advanced quality control techniques;
- (d) must be capable of undertaking higher level isolation and tagging;
- (e) may be required to undertake advanced scaffolding and rigging work;

- (f) must exercise a high level of discretion and decision making capability;
- (g) must be capable of operating all equipment incidental to the work;
- (h) may be required to become involved in the delivery of more complex on the job training; and
- (i) is required to provide relief and assistance to Advanced Operators, including process controllers.

#### **A.5 Aluminium Worker Grade 5—Advanced**

An Aluminium Worker Grade 5—Advanced:

- (a) performs tasks which require in-depth skill or knowledge, or an integration of a broad range of skills:
  - (i) to a high degree of proficiency across the complete range of plant, equipment, machinery and process functions and systems in their operating area, in which case they are expected to take a role in decision making, problem solving and improvement initiatives and to work effectively without supervision by demonstrating and using well-developed interpersonal, communication and supervision skills to provide support, guidance and assistance to other employees and the team; or
  - (ii) that require the completion of a post trade certificate appropriate for this level or that involve the acquisition of equivalent competencies in a relevant trade by other means (such as in plant training or on the job experience);
- (b) is expected to contribute to the planning, prioritising and scheduling of work activities;
- (c) is capable of preparing reports and analysing equipment data;
- (d) may be required to plan and undertake complex multiple isolation and tagging procedures in preparation for group access; and
- (e) assists with the development and delivery of more formal training.

#### **A.6 Aluminium Worker Grade 6—Advanced Tradesperson**

An Aluminium Worker Grade 6—Advanced Tradesperson:

- (a) will have met all the requirements of a Grade 5 and is expected to:
  - (i) make a substantial contribution to the planning, prioritising and scheduling of work activities and have a comprehensive knowledge of the operating principles of the systems and equipment on which they are required to work;
  - (ii) work effectively and autonomously across the complete range of plant, equipment, machinery and process functions and systems in their operating area; and

- (iii) use relevant trade qualifications and additional knowledge acquired through a formal post trade qualification appropriate at this level or achievement of equivalent competencies by other means to install, repair, maintain, test, modify, commission and fault-find on complex plant, machinery and/or equipment;
- (b) will provide trade guidance;
- (c) will assist in training others;
- (d) will work under minimum supervision;
- (e) will troubleshoot PLCs to an advanced level and adjust PLC programs to operating requirements; and

Should PLC be defined as 'programmable logic controllers'?

- (c) will collect and analyse specific data for technical reporting.

### **A.7 Aluminium Worker Grade 7—Trades Specialist**

An Aluminium Worker Grade 7—Trades Specialist:

- (a) must possess and use advanced and high precision trade skills so as to work at a more senior level than Grade 6 on plant, machinery and equipment involving often sophisticated mechanical, hydraulic, pneumatic and electrical components, circuitry and control systems, including undertaking high level diagnostic and fault-finding tasks;
- (b) must:
  - (i) hold and use a dual instrument/electrical (electronic) or equivalent dual trades qualification that is relevant to the operation; or
  - (ii) be accountable for the overall performance and reliability of designated plant, machinery and equipment under their management, including such things as the allocation of resources, in-depth predictive analysis and high level planning and scheduling.

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

An Aluminium Worker Grade 8—Dual Trade Instrument/Electrical Technician:

- (a) holds and uses a dual instrument/electrical (electronic) qualification and a prescribed post trade certificate that is relevant to the operation and fully equips the tradesperson to perform at this level;
- (b) applies their higher level of knowledge and skills, including a comprehensive understanding of system logics and programs, to improve the performance, reliability and functionality of electrical and electronic systems as well as redesign field applications; and

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

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**Schedule B—Summary of Hourly Award Rates of Pay**

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

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

**B.1 Ordinary hourly rate**

**Ordinary hourly rate** includes the work conditions and disability allowance (clause 11.1(b)) which is payable for all purposes.

**B.2 Full-time and part-time employees****B.2.1 Full-time and part-time non-shiftworkers—ordinary and penalty rates**

Aluminium Worker	Day	Saturday	Sunday	Public holiday
	% of ordinary hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Grade 1	19.28	28.92	38.56	48.20
Grade 2	20.19	30.29	40.38	50.48
Grade 3	20.93	31.40	41.86	52.33
Grade 4	21.54	32.31	43.08	53.85
Grade 5	22.92	34.38	45.84	57.30
Grade 6	24.35	36.53	48.70	60.88
Grade 7	25.50	38.25	51.00	63.75
Grade 8	26.49	39.74	52.98	66.23

**B.2.2 Full-time and part-time continuous shiftworkers—ordinary and penalty rates**

Aluminium Worker	Day	Afternoon and rotating night <sup>1</sup>	Permanent night <sup>1</sup>	Saturday	Sunday	Public holiday
	100%	100% + \$3.09 per hour	100% + \$6.18 per hour	150%	200%	250%
Grade 1	19.28	22.37	25.46	28.92	38.56	48.20
Grade 2	20.19	23.28	26.37	30.29	40.38	50.48
Grade 3	20.93	24.02	27.11	31.40	41.86	52.33
Grade 4	21.54	24.63	27.72	32.31	43.08	53.85
Grade 5	22.92	26.01	29.10	34.38	45.84	57.30
Grade 6	24.35	27.44	30.53	36.53	48.70	60.88

Aluminium Worker	Day	Afternoon and rotating night <sup>1</sup>	Permanent night <sup>1</sup>	Saturday	Sunday	Public holiday
	<b>100%</b>	<b>100% + \$3.09 per hour</b>	<b>100% + \$6.18 per hour</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
Grade 7	25.50	28.59	31.68	38.25	51.00	63.75
Grade 8	26.49	29.58	32.67	39.74	52.98	66.23

<sup>1</sup>These amounts are treated as allowances as per clause 13.1

### B.3 Casual employees—ordinary and penalty rates

Aluminium Worker	Day	Afternoon and rotating night	Permanent night	Saturday	Sunday	Public holiday
	<b>% of ordinary hourly rate</b>					
	<b>125%</b>	<b>125% + \$3.09 per hour<sup>1</sup></b>	<b>125% + \$6.18 per hour<sup>1</sup></b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 1	24.10	27.19	30.28	33.74	43.38	53.02
Grade 2	25.24	28.33	31.42	35.33	45.43	55.52
Grade 3	26.16	29.25	32.34	36.63	47.09	57.56
Grade 4	26.93	30.02	33.11	37.70	48.47	59.24
Grade 5	28.65	31.74	34.83	40.11	51.57	63.03
Grade 6	30.44	33.53	36.62	42.61	54.79	66.96
Grade 7	31.88	34.97	38.06	44.63	57.38	70.13
Grade 8	33.11	36.20	39.29	46.36	59.60	72.85

<sup>1</sup>These amounts are treated as allowances as per clause 13.1

## B.4 Overtime rates

### B.4.1 Full-time and part-time employees (employees other than continuous shiftworkers)—overtime rates

Aluminium Worker	Monday to Saturday		Sunday – all day	Public holiday – all day
	First 3 hours	After 3 hours		
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
Grade 1	28.92	38.56	38.56	48.20
Grade 2	30.29	40.38	40.38	50.48
Grade 3	31.40	41.86	41.86	52.33
Grade 4	32.31	43.08	43.08	53.85
Grade 5	34.38	45.84	45.84	57.30
Grade 6	36.53	48.70	48.70	60.88
Grade 7	38.25	51.00	51.00	63.75
Grade 8	39.74	52.98	52.98	66.23

### B.4.2 Full-time and part-time continuous shiftworkers—overtime rates

Aluminium Worker	Monday to Sunday
	<b>200%</b>
Grade 1	38.56
Grade 2	40.38
Grade 3	41.86
Grade 4	43.08
Grade 5	45.84
Grade 6	48.70
Grade 7	51.00
Grade 8	52.98

## Schedule C—Summary of Monetary Allowances

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

### C.1 Wage-related allowances (weekly standard rate):

The following wage-related allowances are based on the weekly standard rate defined in Schedule G—Definitions as the minimum weekly wage for an Aluminium Worker Grade 4 in clause ~~10.1 9.1~~ = \$783.30. These rates are to be paid in accordance with the clause ~~11 10~~.

Allowance	Clause	% of standard rate (783.30)	\$ per week
Work conditions and disability allowance <sup>1</sup>	<del>11.1</del> 11.1(b)	4.5	35.25
First aid allowance	11.2	2.0	15.67
Leading hand allowance, in charge of:	11.3		
3 to 10 employees		4.4	34.47
11 to 20 employees		5.6	43.86
More than 20 employees		7.5	58.75

<sup>1</sup> This allowance applies for all purposes of this award

### C.2 Wage-related allowances (hourly standard rate):

Clause references marked in red in this clause are amended by award modernisation on 31 Aug 2016.

The following wage-related allowances in this award are based on the standard rate as defined in clause ~~Schedule G—Definitions 3.1~~ as the minimum weekly wage for an Aluminium Worker Grade 4 in clause ~~10.1 13.4(b)~~, divided by 38 = \$20.61

Allowance	Clause	% of standard rate (\$20.61)	\$ per hour
Afternoon shift or rotating night shift—Monday to Friday	13.1(a)	15	3.09
Permanent night shift—Monday to Friday	13.1(b)	30	6.18

### C.3 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.4 Expense-related allowances:

The following expense-related allowances are to be paid in accordance with the clause 11 and will be adjusted by reference to the Consumer Price Index (CPI):

Allowance	Clause	\$
Meal allowance—overtime	11.4	15.91 per occasion
Tool allowance	11.5	14.92 per week

### C.5 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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	Take-away and fast foods sub-group
Tool	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

## Schedule D—Supported Wage System

Schedule D updated in accordance with [PR568050](#)

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

**D.2** In this schedule:

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

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

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, 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** 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

### **D.3 Eligibility criteria**

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

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

### **D.4 Supported wage rates**

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

<b>Assessed capacity (clause D.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

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

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

## **D.5 Assessment of capacity**

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

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

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

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

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

## **D.7 Review of assessment**

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

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

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

## **D.9 Workplace adjustment**

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

## **D.10 Trial period**

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5

## Schedule E—National Training Wage

Rates updated as a result of AWR 2016

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

### E.1 Title

This is the *National Training Wage Schedule*.

### E.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

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

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

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

**year 10** includes any year before Year 10

### **E.3 Coverage**

- E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.
- E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.
- E.3.3** This schedule does not apply to:
- (a) the apprenticeship system;
  - (b) qualifications not identified in training packages; or
  - (c) qualifications in training packages which are not identified as appropriate for a traineeship.
- E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

## E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## E.5 Minimum Wages

### E.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

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

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

#### (b) Wage Level B

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

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

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

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

**(d) AQF Certificate Level IV traineeships**

(i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

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

## E.5.2 Minimum wages for part-time traineeships

### (a) Wage Level A

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

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

### (b) Wage Level B

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

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

### (c) Wage Level C

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

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

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

**(e) AQF Certificate Level IV traineeships**

**(i)** Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

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

**(f) Calculating the actual minimum wage**

- (i)** Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii)** Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii)** Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**E.5.3 Other minimum wage provisions**

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

**E.5.4 Default wage rate**

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

**E.6 Employment conditions**

- E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training

contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

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

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

## **E.7 Allocation of Traineeships to Wage Levels**

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

### **E.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III

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<b>Training package</b>	<b>AQF certificate level</b>
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**E.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II

<b>Training package</b>	<b>AQF certificate level</b>
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**E.7.3 Wage Level C**

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

## Schedule F—School-based Apprentices

- F.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.
- F.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.
- F.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.
- F.4** For the purposes of clause F.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.
- F.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.
- F.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.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule G—Definitions

In this award, unless the contrary intention appears:

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

**adult apprentice** means an employee who is 21 years of age or over at the time of signing the contract of training

**afternoon shift** means any rostered shift finishing after 6.00 pm and at or before midnight, except a 12 hour shift

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

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

**aluminium industry** is defined in clause 3.2

**continuous shiftworker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of seven consecutive days without interruption (except for breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts, including on Sundays and public holidays

**day shift** means any shift that is not an afternoon shift or a night shift

**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** means an Aluminum Worker Grade 4 or above who is required to be in charge of three or more other employees~~

**leading hand** means an employee appointed to classification Grade 4 or above under this award by the employer to be in charge of the work of three or more employees

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

**NES** means the National Employment Standards contained in ss.59 to 131 of the Act

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

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

**ordinary hourly rate of pay** means the hourly rate for ~~the employee~~ an employee's classification specified in clause 10—Minimum wages inclusive of work conditions and disability allowance

**roster** means a calendar identifying the days/shifts on which an employee is required to work

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

**shiftworker** means an employee rostered to regularly work on afternoon and/or night shift, even if the employee also works on day shift.

**standard rate** means the minimum **weekly** wage for an Aluminium Worker Grade 4 in clause 10—Minimum wages

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

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582959](#).

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 I—Agreement to Cash Out Annual Leave**

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR582959](#).

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 J—Agreement for time off instead of payment for overtime**

Schedule J— Agreement for time off instead of payment for overtime inserted in accordance with [PR584071](#).

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\_\_\_