

Waste Management Award 2010

The above award was first made on 3 April 2009 [[PR986385](#)]

This consolidated version of the award includes variations made on 11 September 2009 [[PR988367](#)]; 22 December 2009 [[PR992077](#)]

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

Table of Contents

[Varied by [PR988367](#)]

Part 1—Application and Operation.....	3
1. Title	3
2. Commencement and transitional	3
3. Definitions and interpretation.....	4
4. Coverage.....	4
5. Access to the award and the National Employment Standards.....	5
6. The National Employment Standards and this award	5
7. Award flexibility	5
Part 2—Consultation and Dispute Resolution.....	6
8. Consultation regarding major workplace change.....	6
9. Dispute resolution.....	7
10. Dispute resolution training leave.....	8
Part 3—Types of Employment and Termination of Employment.....	9
11. Types of employment.....	9
12. Full-time employment	9
13. Part-time employment	9
14. Casual employment	10
15. Conversion of casual employment	10
16. Termination of employment.....	11
17. Redundancy	11
Part 4—Minimum Wages and Related Matters	12
18. Classifications	12
19. Minimum wages	12
20. Allowances	14
21. District allowances	15

Waste Management Award 2010

22.	Accident pay	15
23.	Higher duties.....	16
24.	Payment of wages	16
25.	Superannuation	16
Part 5—Hours of Work and Related Matters		17
26.	Starting and finishing times	17
27.	Hours of work	18
28.	Shiftwork	19
29.	Breaks	21
30.	Overtime	21
31.	Saturday and Sunday work	22
32.	Public holiday work	22
Part 6—Leave and Public Holidays		23
33.	Annual leave	23
34.	Personal/carer’s leave and compassionate leave	24
35.	Community service leave.....	24
36.	Public holidays.....	24
Schedule A—Transitional Provisions		25
Schedule B—Classifications		29
Schedule C—Supported Wage System		31
Schedule D—National Training Wage.....		34

Part 1—Application and Operation

1. Title

This award is the *Waste Management Award 2010*.

2. Commencement and transitional

[Varied by [PR988367](#)]

2.1 This award commences on 1 January 2010.

[2.2–2.6 inserted by [PR988367](#)]

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

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

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

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

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

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

Commission means the Australian Industrial Relations Commission or its successor

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business

fatigue management regulations means the fatigue management regulations made by the National Transport Commission from time to time

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

standard rate means the minimum wage for Level 6 in clause 19.1

waste management industry means the collection, transportation, handling, recycling and disposal of any waste material whatsoever (be it solid or liquid, organic, biological, medical, raw or natural, wholly or partly manufactured, decomposed or partly decomposed or in any other state or form and including all domestic, trade and industrial waste) and includes the operation of transfer stations, landfill sites, incinerators, recycling depots, yards or terminals, treatment plants, compost facilities, alternative waste treatment facilities and the operation of other facilities of the same kind

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

4. Coverage

4.1 This industry award covers employers throughout Australia in the waste management industry and their employees in the classifications listed in clause 18—Classifications to the exclusion of any other modern award.

4.2 The award does not cover an employee excluded from award coverage by the Act.

4.3 The award does not cover an employer bound by an enterprise award or an enterprise NAPSA with respect to any employee who is covered by the enterprise award or NAPSA.

Waste Management Award 2010

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

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

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

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

- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

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

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

Waste Management Award 2010

- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

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

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

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for

Waste Management Award 2010

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

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3 The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4 Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

10. Dispute resolution training leave

10.1 An employee representative is entitled to leave with pay each calendar year, non-cumulative, to a maximum of five days per employee per year, to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this award and/or industrial issues which arise at the workplace. Union delegates and/or employee representatives are only entitled to leave in accordance with this clause for bona fide courses.

10.2 For the purposes of this clause, a **bona fide course** means a Dispute Resolution Training Leave Course conducted by or on behalf of a registered training organisation whose scope of registration includes industrial relations training. Nothing in this clause will prevent the employee representative and the employer from reaching agreement that such training can be provided by a union or other accredited training provider/s.

10.3 An employee representative must give the employer six weeks notice of their intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.

10.4 The notice to the employer must include details of the type, content and duration of the course to be attended. Upon request, the course curriculum must be provided to the employer.

10.5 Leave is to be available according to the following scale for each yard, depot or garage of an employer:

No. of full and part-time employees covered by this award	Max. no. of employee representatives eligible to attend per year	Max. no. of days permitted per year
5–15	1	5
16–30	2	10
31–50	3	15
51–100	4	20
101 and over	5	25

10.6 An employer will not be liable for any additional expenses associated with an employee’s attendance at a course other than the payment of ordinary time earnings for such absence. For the purposes of this clause ordinary time earnings are defined as the relevant minimum wage and shiftwork loadings, where relevant, plus over award payment where applicable.

10.7 Leave of absence on training leave shall be counted as service.

10.8 The employee must provide the employer with proof of attendance.

Part 3—Types of Employment and Termination of Employment

11. Types of employment

11.1 Employees may be employed in one of the following categories:

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

11.2 At the time of engagement, an employer will inform each employee in writing of the terms of their engagement and in particular, whether they are to be full-time, part-time or casual. Such decision will then be recorded in the time and wages record.

12. Full-time employment

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

13. Part-time employment

13.1 A part-time employee is an employee who works less than 38 ordinary hours per week.

13.2 A part-time employee is to be paid per hour 1/38th of the weekly rate applicable to a full-time employee for the classification in which the employee is engaged with a minimum payment of four hours for each day.

13.3 Before commencing employment, the part-time employee and employer must agree upon:

- (a) the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times; and
- (b) the employee's classification.

13.4 The terms of the agreement pursuant to clause 13.3, and any agreed variation to it, must be in writing and retained by the employer. The employer must provide a copy of the agreement, and any agreed variation to it, to the employee.

13.5 The employer must pay a part-time employee at overtime rates for all time worked:

- (a) in excess of the agreed hours; or
- (b) outside the spread of hours in clause 27.2; or
- (c) in excess of the daily or weekly hours agreed under clause 13.3.

13.6 The terms of this award apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

14. Casual employment

- 14.1** A casual employee is one engaged as such and paid by the hour.
- 14.2** At the time of engagement the employer must inform the employee that they are to be employed as a casual, by whom they are to be employed and their classification, minimum wage and duties. The employer must also give the employee an indication of the actual or likely number of hours for which the employee will be required. This indication is not binding and does not constitute a guarantee.
- 14.3** The employer must notify a casual employee at the end of the day whether their services will be required on the next working day.
- 14.4** A casual employee while working ordinary hours must be paid 1/38th of the relevant minimum weekly wage per hour plus 25%.
- 14.5** The minimum daily engagement of a casual is four hours.

15. Conversion of casual employment

- 15.1** A casual employee who has been engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a period of 12 months has the right to elect to have their contract of employment converted to full-time or part-time employment.
- 15.2** The employer must give a casual employee notice in writing of the provisions of clause 15.1 within four weeks of the right to elect accruing.
- 15.3** The employee retains their right of election under the clause even if the employer fails to comply with clause 15.2.
- 15.4** A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time or part-time employment will be deemed to have elected not to convert.
- 15.5** Any casual employee having rights under this clause upon receiving notice under clause 15.2, or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they elect to convert their contract of employment to full-time or part-time employment. Within four weeks of receiving such notice the employer must either consent to or refuse the election but must not unreasonably so refuse.
- 15.6** An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
- 15.7** Subject to clause 15.6, where a casual employee has elected to convert to full-time or part-time employment, the employer and the employee must discuss and agree upon:
- (a) whether the employee will become a full-time or a part-time employee; and

Waste Management Award 2010

- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked as provided for in clause 13.3.

15.8 A casual employee who has elected to convert to full-time or part-time employment in accordance with this clause may only revert to casual employment by written agreement with the employer.

16. Termination of employment

16.1 Notice of termination is provided for in the NES.

16.2 Notice of termination by an employee

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

16.3 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.

17. Redundancy

17.1 Redundancy pay is provided for in the NES.

17.2 Transfer to lower paid duties

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

17.3 Employee leaving during notice period

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

17.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 16.3.

17.5 Transitional provisions

- (a) Subject to clause 17.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 17.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

18. Classifications

[Sched A renumbered as Sched B by [PR988367](#)]

The classifications covered by this award are in Schedule B.

19. Minimum wages

19.1 Adult rates

Employees are entitled to the minimum weekly wage prescribed for the classification in which they are employed as follows:

Waste Management Award 2010

Classification	Minimum weekly wage
	\$
Level 1	577.60
Level 2	592.90
Level 3	600.60
Level 4	612.10
Level 5	619.70
Level 6	637.10
Level 7	684.70
Level 8	720.40
Level 9	727.65

19.2 Junior rates

- (a) The minimum wages to be paid to junior employees are the following percentages of the minimum wage for the relevant classification:

Age	% of relevant minimum wage
Up to and including 18 years of age	70%
19 years of age	80%
20 years of age	100%

- (b) Where a junior employee aged 18 years or more is required to drive and be in sole charge of a motor vehicle, they will be paid the adult rate assigned to the class of driving work that they are required to perform.

19.3 Supported wage system

[Sched B renumbered as Sched C by [PR988367](#)]

See Schedule C.

19.4 National training wage

[Sched C renumbered as Sched D by [PR988367](#)]

See Schedule D.

20. Allowances

20.1 Meal allowance

For the purposes of clause 29.2 the prescribed meal allowance is \$12.60.

20.2 Leading hand allowance

A leading hand must be paid a weekly allowance based on the number of employees in the group they are supervising. The allowance is to be calculated as a percentage of the standard rate as follows:

In charge of	% of standard rate
4–8 employees	2.7
9–15 employees	4.0
more than 15 employees	5.5

20.3 Boat allowance

An employee required to use a boat must be paid a weekly allowance of 4.4% of the standard rate.

20.4 First aid allowance

An employee appointed by the employer to perform first aid must be paid an allowance of 0.5% of the standard rate per day.

20.5 Transport allowance

An employee required to commence duty before 4.00 am is entitled to a transport allowance of \$7.84 per day unless the employer provides transport.

20.6 Industry allowance

- (a) A full-time employee must be paid an industry allowance of 11% of the standard rate per week in addition to the appropriate minimum wage. Part-time and casual employees must be paid the allowance pro rata.
- (b) The industry allowance is for all purposes of this award.
- (c) The industry allowance is paid in total recognition of the unique features associated with the waste industry. These features, which may vary from workplace to workplace and between functions, include but are not restricted to the requirement to:
 - work in areas regarded as unusually offensive and obnoxious;
 - handle obnoxious waste;
 - work in the open in all weather variables;
 - be able to adapt to and handle hydraulic lifting apparatus and compaction units associated with waste vehicles; and

Waste Management Award 2010

- work at times with waste product which has the potential to be dangerous and therefore the requirement to abide by correct safe operating procedures including the wearing of appropriate protective safety equipment.

20.7 Adjustment of expense related allowances

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Transport allowance	Transportation group

21. District allowances

21.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

21.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

21.3 This clause ceases to operate on 31 December 2014.

22. Accident pay

22.1 Subject to clause 22.2, an employee is entitled to accident pay in accordance with the terms of:

Waste Management Award 2010

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

22.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

22.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

22.4 This clause ceases to operate on 31 December 2014.

23. Higher duties

23.1 Where an employee is required to perform work at more than one classification level on any one day the employee is to be paid the minimum wage for the highest level, calculated hourly, for the whole day.

23.2 An employee is not to be transferred to a lower classification level except on seven days' notice.

24. Payment of wages

24.1 All earnings, including overtime, must be paid in the employer's time on a day to be fixed by the employer. Once fixed, the day must not be altered more than once in three months.

24.2 All earnings, including overtime, must be paid within three days of the end of the week in which they accrue.

24.3 Despite anything contained in this clause, the employer must pay to an employee who leaves or is dismissed all money due to the employee as soon as possible.

24.4 The employer at its discretion may pay an employee by electronic funds transfer to a bank account nominated by the employee in question.

25. Superannuation

25.1 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

Waste Management Award 2010

superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

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

25.2 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.

25.3 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 25.2.
- (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 25.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 25.3(a) or (b) was made.

25.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3(a) or (b) to one of the following superannuation funds:

- (a) TWUSuper; or
- (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.

Part 5—Hours of Work and Related Matters

26. Starting and finishing times

Each employer must fix a regular starting and finishing time for each employee which must be the same on each day of the week. An employer may alter an employee's starting and finishing times on seven days' notice.

27. Hours of work

27.1 The ordinary hours of work for full-time employees will be an average of 38 hours per week to be worked within a work cycle not exceeding 28 consecutive days.

27.2 Except as provided below, the ordinary hours of work must not exceed eight hours per day and are to be worked continuously (except for meal breaks) on Monday to Friday between the hours of 4.00 am and 5.00 pm.

27.3 Ordinary hours may be worked in either of the following ways:

(a) Providing for a rostered day off

(i) An employee may work 19 days of eight hours each over a continuous four week period.

(ii) Rostered days off may be accumulated to a maximum of 10 over a 40 week period after which the employer may direct the employee to take the accumulated days.

(iii) Rostered days off may be taken at the start of the roster cycle, provided that in the event that the employee ceases employment with the employer before accruing credits to cover the time taken in advance, any time outstanding may be deducted from money owed to the employee on termination of employment.

(iv) An employer may require an employee to forego a rostered day off due to operational requirements in which case the employee will be entitled to a substitute day off. Otherwise an employee's rostered day off may be changed during the roster period by agreement or on 48 hours' notice by the employer.

(v) Payment will be for 7 hours 36 minutes per day and an employee will accumulate 24 minutes per day over the 19 work days in the 28 day period of the roster to cover payment for the rostered day off.

(vi) Where an employer is required to service a particular client or clients and there has been a cessation of operations resulting from annual close-down, industrial action, compulsory closure as a result of a legislative direction, or other circumstances beyond the control of the employer, the employer may require employees to take a rostered day or days off to coincide with the day or days that the operation is closed, up to a maximum of five days. In this event, a rostered day or days off which would normally become due to the employee will not become due for the number of days taken pursuant to the provisions of clause 27.3(a)(vi).

(vii) Where an employee is absent on workers compensation for more than five consecutive working days no entitlement to a rostered day off will accrue with respect to the period of the absence which exceeds five days.

(b) Providing for other than a rostered day off

An employer may require an employee to work ordinary hours over five days, Monday to Friday inclusive without a rostered day off, provided the daily

Waste Management Award 2010

hours are continuous (except for meal breaks), in any of the following circumstances:

- (i) where there is agreement between the employer and the majority of employees;
- (ii) where the employer operates three or fewer vehicles at a particular yard, depot or garage;
- (iii) where the employer has arrangements with a client for the provision of transport services on a permanent basis extending over each day of the week Monday to Friday and those arrangements would be prejudiced by the requirement for a rostered day off; or
- (iv) where the employer's operations are such that it is necessary for the employee to work on each day of the week Monday to Friday and those operations would be prejudiced if the employee was given a rostered day off.

27.4 Absences from duty

Where an employer makes a deduction from an employee's pay for an absence for which an employee is not entitled to be paid, a day's pay is to be calculated by dividing the employee's average weekly pay for ordinary hours by five and an hour's pay is to be calculated by dividing the employee's average weekly pay for ordinary hours by 38.

27.5 Make-up time

An employee may elect, with the consent of the employer, to work **make-up time** under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award.

28. Shiftwork

28.1 Definitions

- (a) **Afternoon shift** means a shift where the ordinary hours worked finish after 6.30 pm but not later than 12.30 am.
- (b) **Night shift** means a shift where the ordinary hours worked finish after 12.30 am and at or before 8.30 am.
- (c) **Continuous work** means work carried on with continuous shifts of workers throughout the 24 hours on each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (d) **Rostered shift** means a shift for which the employee concerned has had at least 48 hours' notice.
- (e) **Shiftwork** means work extending for at least five consecutive days and performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for afternoon shift or night shift.

28.2 Shift rosters

- (a) The employer must post a shift roster in a prominent place in the workplace.
- (b) The shift roster must specify the commencing and finishing times of ordinary hours of respective shifts.
- (c) The roster must not be altered without seven days' notice.

28.3 Shift loadings

- (a) For working on afternoon shift an employee must be paid a loading of 17.5% of the relevant minimum wage.
- (b) For working on night shift an employee must be paid a loading of 30% of the relevant minimum wage.

28.4 Shiftwork—casual employees

A casual employee engaged on shiftwork must be paid the casual loading of 25% specified in clause 14.4 in addition to the shift loading specified in clause 28.3.

28.5 Shiftwork—overtime

An employee engaged on shiftwork must be paid at overtime rates as provided for in clause 30—Overtime instead of the shift loading in clause 28.3 if:

- (a) the employee has not had at least 48 hours' notice of a shift; or
- (b) the shiftwork is not regular shiftwork (as defined in clause 28.1(e)); or
- (c) the shiftwork is performed outside ordinary hours or in excess of eight hours per shift.

28.6 Transfer to or from shiftwork

An employee may be transferred to or from shiftwork on 14 days' notice provided the employee has at least 10 hours off duty before commencing shiftwork. In default of such notice the employee shall be paid overtime rates for all work done outside previous ordinary working hours within 14 days of the time of notification of the change.

28.7 Work on Saturday, Sunday or public holiday

An employee attending for work on a rostered shift the major portion of which falls on a Saturday, Sunday or public holiday must be paid the rates prescribed in clauses 31—Saturday and Sunday work and 32—Public holiday work instead of the shift loading in clause 28.3.

28.8 Rate when shift extends beyond midnight

Despite any other provision of this clause each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

29. Breaks

29.1 Regular meal breaks

- (a) An employee must be allowed an unpaid meal break of not less than 30 minutes and not more than one hour within five and a quarter hours of commencing duty.
- (b) The employer and the employee will agree on the time and length of the meal break having regard, among other things, to the fatigue management regulations.

29.2 Overtime meal breaks

- (a) An employee must be allowed an unpaid meal break of not less than 15 minutes and not more than 30 minutes after two hours of overtime.
- (b) The employee and the supervisor will agree on the time and length of the meal break having regard, among other things, to the fatigue management regulations.
- (c) An employee who has not received prior notification and is required to work overtime for two hours or more will either be supplied with a suitable meal by the employer or paid a meal allowance as provided for in clause 20.1.
- (d) An employee required to commence work two hours or more prior to the normal agreed starting time must be paid a meal allowance as provided for in clause 20.1.

30. Overtime

30.1 Work done outside ordinary hours must be paid for at 150% of the relevant minimum wage calculated hourly for the first two hours and 200% after the first two hours.

30.2 Except as provided in clauses 30.1 and 30.3, in computing overtime each day's work shall stand alone.

30.3 When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

- (a) An employee (other than a casual employee) who has not had at least 10 consecutive hours off duty between finishing overtime and the commencement of ordinary hours the next day must, subject to this subclause, be given time off without loss of pay until 10 consecutive hours have elapsed.
- (b) If, on the instruction of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at 200% of the relevant minimum wage for such period, calculated hourly until released from duty, and is then entitled to be absent until 10 consecutive hours off duty have expired, without loss of pay for ordinary working time occurring during such absence.

30.4 Call-back

- (a) An employee recalled to work overtime after leaving the employer's depot, yard or garage (whether notified before or after leaving the depot, yard or garage) is to be paid for a minimum of three hours' work for the first recall and a minimum of two hours for each subsequent recall, provided that, except in the case of unforeseen circumstances, the employee is not to be required to work the full minimum hours if the job the employee was recalled to perform is completed within a shorter period. This subclause does not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary hours.
- (b) Overtime worked under clause 30.4(a) is not to be regarded as overtime for the purposes of clause 30.3(a) where the actual time worked is less than the minimum hours.

30.5 Time off instead of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off at a time or times agreed with the employer instead of payment for overtime.
- (b) Overtime taken as time off during ordinary time hours is to be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If requested by an employee, the employer must pay the employee for the overtime at the overtime rate where the time off has not been taken within four weeks.

31. Saturday and Sunday work

- 31.1** An employee required to work overtime on a Saturday is to be paid for at least four hours at overtime rates unless the overtime is continuous with overtime which commenced on the previous day.
- 31.2** Subject to any custom now prevailing under which employees are required regularly to hold themselves in readiness for call-back, employees required to hold themselves in readiness for work after ordinary hours are to be paid at the relevant minimum wage calculated hourly for all such time.
- 31.3** When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer must provide transport home or pay the employee at the relevant minimum wage calculated hourly for the time reasonably taken to return home.
- 31.4** All time of duty on any Sunday stands alone and must be paid for at 200% of the relevant minimum wage calculated hourly with a minimum payment of four hours.

32. Public holiday work

- 32.1** If Christmas Day falls on a Saturday or Sunday and by force of the NES another day is observed as a public holiday, a full-time worker who is regularly rostered to work

Waste Management Award 2010

ordinary hours on a Saturday or Sunday will be paid a loading of 50% of the relevant minimum wage calculated hourly in addition to the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of four hours pay. Such employee will also be entitled to the benefit of the substituted public holiday.

- 32.2** An employee other than a casual who, without the consent of their employer or without reasonable cause, is absent from work on the day before or the day after a public holiday is not entitled to any payment for such public holiday.
- 32.3** For all time worked by a weekly employee on a public holiday payment must be made at the following rates:
- (a) Good Friday and Christmas Day—200% of the relevant minimum wage calculated hourly;
 - (b) any other public holiday—150% of the relevant minimum wage calculated hourly; and
 - (c) in each case the minimum payment will be four hours.
- 32.4** Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.
- 32.5** Despite clause 32.3 an employee required to work on a public holiday other than Good Friday and Christmas Day during hours which, if the day were not a public holiday, would be outside the range of ordinary working time as mentioned in clause 30—Overtime of this award, will be paid for such hours at 250% of the relevant minimum wage instead of 150% of the relevant minimum wage. Provided further that the employee is entitled to be paid 300% of the relevant minimum wage for all overtime worked on Good Friday and Christmas Day.
- 32.6** For all time worked by a casual employee on public holidays, payment shall be made at the following rates, with a minimum payment of four hours:
- (a) On Good Friday and the Christmas Day holiday—325% of the relevant minimum wage calculated hourly;
 - (b) On any other holiday—275% of the relevant minimum wage calculated hourly.
- 32.7** Where an employee is entitled to a public holiday but the employer requires the employee to work, the employer must notify the employee on the preceding working day. Otherwise the employee is entitled to be absent on the public holiday without deduction of pay.

Part 6—Leave and Public Holidays

33. Annual leave

[Varied by [PR992077](#)]

- 33.1** Annual leave is provided for in the NES. This clause contains additional provisions.

[33.2 substituted by [PR992077](#)]

33.2 During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 19—Minimum wages of this award. Annual leave loading payment is payable on leave accrued and taken but it is not payable on leave paid out on termination.

The loading is as follows:

(a) Day work

Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.

(b) Shiftwork

Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

34. Personal/carer's leave and compassionate leave

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

35. Community service leave

Community service leave is provided for in the NES.

36. Public holidays

36.1 Public holidays are provided for in the NES. This clause contains additional provisions.

36.2 Where an employee's rostered day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:

- (a)** 7 hours and 36 minutes of pay at the appropriate minimum wage; or
- (b)** 7 hours 36 minutes' extra annual leave; or
- (c)** a substitute day off.

36.3 By agreement between an employee or employees another day may be substituted for a public holiday provided for in the NES.

Schedule A—Transitional Provisions

[Sched A inserted by [PR988367](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%

First full pay period on or after

1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

Waste Management Award 2010

- A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.
- A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

- A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

- A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

- A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

- A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

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

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

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

Schedule B—Classifications

[Sched A renumbered as Sched B by [PR988367](#)];

[Sched B substituted by [PR992077](#)]

Level 1

An employee engaged as a depot hand in training.

Level 2

An employee performing one or more of the following functions:

- Labourer or depot hand at any waste management facility including but not limited to transfer stations, landfills, recycling centres, alternative waste treatment facilities and incinerators;
- Waste treatment and/or handling and/or disposal facility attendant and/or process worker; and
- Offsider (includes Runners) to a Driver in all waste management systems.

Level 3

An employee performing one or more of the following functions:

- Weighbridge operator;
- Trainee driver of vehicle up to and including 14 tonnes GVM; and
- Driver (not elsewhere included) of a waste management vehicle up to and including 4.5 tonnes GVM.

Level 4

An employee performing one or more of the following functions:

- Driver of a vehicle with a truck mounted loading crane;
- Driver/operator of a mechanical road sweeper;
- Incinerator operator;
- Operator of earthmoving plant at a waste management facility up to and including 150 BHP (estimated 112kW);
- Trainee driver of vehicle exceeding 14 tonnes GVM; and
- Driver of a waste management vehicle exceeding 4.5 tonnes GVM and up to and including 14 tonnes GVM.

Level 5

An employee performing one or more of the following functions:

- Driver of a waste management vehicle exceeding 14 tonnes GVM and up to and including 30 tonnes GVM being:
 - Rear end loading vehicles
 - Roll on/roll off vehicles including hook lift, dino and cable
 - Side lift vehicles (commercial collections)
 - Liquid waste rigid vehicles
 - Lift on skip or morrell vehicles
 - Pantehnicon
 - Vehicle carrying septic tanks, chemical closets, portaloos, etc

Level 6

An employee performing one or more of the following functions:

- Driver of an articulated vehicle;
- Driver of a rigid vehicle exceeding 30 tonnes GVM;
- Driver of a front lift vehicle; and
- Driver of a vehicle collecting containers of solid waste and/or recyclable materials by means of a one-man side operated grab and lifting device (SOLO) in accordance with local government contracts;

Level 7

An employee performing one or more of the following functions:

- Driver/instructor (all systems)

Level 8

An employee performing one or more of the following functions:

- Intermodal facility operator and tipping platform operator only;
- Operator of earth moving plant at a waste management facility over 150 BHP (estimated 112 kW)

Level 9

- Driver of a double articulated vehicle (B double).

Schedule C—Supported Wage System

[Sched B renumbered as Sched C by [PR988367](#)]

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

C.2 In this schedule:

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

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

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

C.4 Supported wage rates

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

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

C.4.2 Provided that the minimum amount payable must be not less than \$69 per week.

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

C.6.1 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 Commission.

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

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$69 per week.

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

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—National Training Wage

[Sched C renumbered as Sched D by [PR988367](#)]