

Waste Management Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 June 2019 ([PR704230](#), [PR707453](#), [PR707652](#), [PR709080](#)).

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

19—Minimum wages

20—Allowances

Schedule C—Supported Wage System

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/216](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#); [AM2016/32](#)

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Part 1—Application and Operation

1. Title

This award is the *Waste Management Award 2010*.

2. Commencement and transitional

[Varied by [PR988367](#), [PR542163](#)]

2.1 This award commences on 1 January 2010.

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 varied by [PR542163](#) ppc 04Dec13]

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, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542163](#) ppc 04Dec13]

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

[2.6 varied by [PR542163](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994495](#), [PR997772](#), [PR503379](#), [PR503657](#), [PR546014](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994495](#) from 01Jan10]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994495](#) from 01Jan10]

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

[Definition of **award-based transitional instrument** inserted by [PR994495](#) from 01Jan10]

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

[Definition of **Commission** deleted by [PR994495](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR546014](#) ppc 01Jan14]

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

[Definition of **defined benefit member** inserted by [PR546014](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503657](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503657](#) ppc 01Jan11]

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

[Definition of **employee** substituted by [PR994495](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

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[Definition of **employer** substituted by [PR994495](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994495](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994495](#) from 01Jan10]

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

[Definition of **enterprise NAPSA** deleted by [PR994495](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR546014](#) ppc 01Jan14]

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

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

[Definition of **MySuper product** inserted by [PR546014](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994495](#) from 01Jan10]

[Definition of **NES** substituted by [PR994495](#) from 01Jan10]

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

[Definition of **on-hire** inserted by [PR994495](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

[Definition of **relevant minimum wage** inserted by [PR503379](#) from 03Nov10]

relevant minimum wage includes the industry allowance specified at clause 20.6

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

[Definition of **transitional minimum wage instrument** inserted by [PR994495](#) from 01Jan10]

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

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

[Varied by [PR994495](#)]

- 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 substituted by [PR994495](#) from 01Jan10]

- 4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4, 4.5 and 4.6 inserted by [PR994495](#) from 01Jan10]

- 4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

- 4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

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

[4.4 renumbered as 4.7 by [PR994495](#) from 01Jan10]

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

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Individual flexibility arrangements

[Varied by [PR542163](#); 7—Award flexibility renamed and substituted by [PR610206](#) ppc 01Nov18]

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

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

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

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

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

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

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

7.6 An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and

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

7.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

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

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

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

7.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

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

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

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610206](#) ppc 01Nov18]

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

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

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

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

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

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

8.5 In clause 8:

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

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or

- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

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

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

[8A inserted by [PR610206](#) ppc 01Nov18]

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

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

8A.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

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

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

9. Dispute resolution

[Varied by [PR994495](#), [PR542163](#); substituted by [PR610206](#) ppc 01Nov18]

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

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

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

- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

10. 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 will 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

[Varied by [PR503379](#)]

- 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 inserted by [PR503379](#) from 03Nov10]

- 14.5** In addition to normal overtime rates, a casual employee, while working overtime or outside ordinary hours, shall be paid on an hourly basis one thirty-eighth of the

relevant minimum wage prescribed by the award, plus 10% of ordinary time earnings for the work performed.

[14.5 renamed as 14.6 by [PR503379](#) from 03Nov10]

14.6 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
- (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 substituted by [PR610206](#) ppc 01Nov18]

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

16.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

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

16.2 Job search entitlement

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

- 16.3** The time off under clause 16.2 is to be taken at times that are convenient to the employee after consultation with the employer.

17. Redundancy

[Varied by [PR994495](#), [PR503657](#), [PR561478](#); substituted by [PR707049](#) ppc 03May19]

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

17.1 Transfer to lower paid duties on redundancy

- (a) Clause 17.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

17.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 17 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

17.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 16.2 and 16.3.

Part 4—Minimum Wages and Related Matters

18. Classifications

[Varied by [PR988367](#)]

The classifications covered by this award are in Schedule B.

19. Minimum wages

[Varied by [PR988367](#), [PR997928](#), [PR998610](#), [PR509074](#), [PR522905](#), [PR536708](#), [PR545164](#), [PR551631](#), [PR566715](#), [PR579810](#), [PR592141](#), [PR593833](#), [PR606368](#), [PR707453](#)]

19.1 Adult rates

[19.1 varied by [PR997928](#), corrected by [PR998610](#); varied by [PR509074](#), [PR522905](#), [PR536708](#), [PR545164](#) ppc 23Dec13, [PR551631](#), [PR566715](#), [PR579810](#), [PR592141](#), [PR606368](#), [PR707453](#) ppc 01Jul19]

Employees are entitled to the minimum weekly wage prescribed for the classification in which they are employed, to which the industry allowance referred to in clause 20.6 is to be added, as follows:

Classification	Minimum weekly wage
	\$
Level 1	784.60
Level 2	804.30
Level 3	814.20
Level 4	829.20
Level 5	839.60
Level 6	861.60
Level 7	923.80
Level 8	970.00
Level 9	979.50

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

See Schedule C.

19.4 National training wage

[19.4 substituted by [PR593833](#) ppc 01Jul17]

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

[19.4(b) varied by [PR606368](#), [PR707453](#) ppc 01Jul19]

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Waste Management Award 2010* and not the *Miscellaneous Award 2010*.

20. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR998157](#), [PR503379](#), [PR509196](#), [PR523026](#), [PR536829](#), [PR551752](#), [PR566853](#), [PR579548](#), [PR592303](#), [PR606524](#), [PR704230](#), [PR707652](#)]

20.1 Meal allowance

[20.1 varied by [PR998157](#), [PR509196](#), [PR523026](#), [PR536829](#), [PR551752](#), [PR566853](#), [PR579548](#), [PR592303](#), [PR606524](#), [PR704230](#), [PR707652](#) ppc 01Jul19]

For the purposes of clause 29.2 the prescribed meal allowance is \$16.76.

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

[20.5 varied by [PR523026](#), [PR536829](#), [PR551752](#) ppc 01Jul14]

An employee required to commence duty before 4.00 am is entitled to a transport allowance of \$8.28 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.

[20.6(b) varied by [PR503379](#) from 3Nov10]

- (b) The industry allowance is for all purposes of this award, including overtime and calculation of shift loadings.
- (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

- 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.

[20.7(b) varied by [PR523026](#) ppc 01Jul12]

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

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

21. District allowances

[Varied by [PR994495](#); deleted by [PR561478](#) ppc 05Mar15]

22. Accident pay

[Varied by [PR994495](#), [PR503657](#); deleted by [PR561478](#) ppc 05Mar15]

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

[Varied by [PR992494](#), [PR994495](#), [PR546014](#)]

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 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

[25.4 varied by [PR994495](#) from 01Jan10]

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 or its successor:

[25.4(a) varied by [PR992494](#) from 14Jan10]

- (a) TWUSUPER;

[25.4(b) varied by [PR546014](#) ppc 01Jan14]

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

[25.4(c) inserted by [PR546014](#) ppc 01Jan14]

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

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.

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- (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).
- (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 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

[Varied by [PR584170](#)]

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

[30.5 substituted by [PR584170](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 30.5.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 30.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 30.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and

- (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 30.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in 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 30.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 30.5 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 30.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 30.5.

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

[Varied by [PR567227](#)]

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 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 deleted by [PR567227](#), ppc 27May15]

[32.3 renumbered as 32.2 by [PR567227](#), ppc 27May15]

32.2 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 renumbered as 32.3 by [PR567227](#), ppc 27May15]

32.3 Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.

[32.5 renumbered as 32.4 by [PR567227](#), ppc 27May15]

32.4 Despite clause 32.2 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 renumbered as 32.5 by [PR567227](#), ppc 27May15]

32.5 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 renumbered as 32.6 by [PR567227](#), ppc 27May15]

32.6 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.

32A. Requests for flexible working arrangements

[32A inserted by [PR701443](#) ppc 01Dec18]

32A.1 Employee may request change in working arrangements

Clause 32A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

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

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

Note 3: Clause 32A is an addition to s.65.

32A.2 Responding to the request

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

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

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

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

32A.3 What the written response must include if the employer refuses the request

Clause 32A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 32A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 32A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

32A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 32A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

32A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 32A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

33. Annual leave

[Varied by [PR992077](#), [PR583096](#)]

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

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.

33.3 Annual leave in advance

[33.3 inserted by [PR583096](#) ppc 29Jul16]

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

Note: An example of the type of agreement required by clause 33.3 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c)** The employer must keep a copy of any agreement under clause 33.3 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 33.3, 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.

33.4 Cashing out of annual leave

[33.4 inserted by [PR583096](#) ppc 29Jul16]

- (a)** Paid annual leave must not be cashed out except in accordance with an agreement under clause 33.4.
- (b)** Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 33.4.
- (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 33.4 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.

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- (e) An agreement under clause 33.4 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 33.4 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 33.4.

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 33.4.

Note 3: An example of the type of agreement required by clause 33.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

33.5 Excessive leave accruals: general provision

[33.5 inserted by [PR583096](#) ppc 29Jul16]

Note: Clauses 33.5 to 33.7 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.
- (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 33.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 33.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[33.6 inserted by [PR583096](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 33.5(a) 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 33.5, 33.6 or 33.7 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 33.6(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.

33.7 Excessive leave accruals: request by employee for leave

[33.7 inserted by [PR583096](#); substituted by [PR583096](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 33.5(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

- (ii) the employee has not been given a direction under clause 33.6(a) that, when any other paid annual leave arrangements (whether made under clause 33.5, 33.6 or 33.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 33.5, 33.6 or 33.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

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.

37. Leave to deal with Family and Domestic Violence

[37 inserted by [PR609360](#) ppc 01Aug18]

- 37.1** This clause applies to all employees, including casuals.

37.2 Definitions

- (a) In this clause:

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

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 37.2(a) includes a former spouse or de facto partner.

37.3 Entitlement to unpaid leave

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

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

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

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

37.4 Taking unpaid leave

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

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

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

37.5 Service and continuity

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

37.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 37. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 37 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 37.4.

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

37.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 37.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 37 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

37.8 Compliance

An employee is not entitled to take leave under clause 37 unless the employee complies with clause 37.

Schedule A—Transitional Provisions

[Varied by [PR988367](#), [PR994495](#), [PR503657](#)]

A.1 General

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

[A.1.2 substituted by [PR994495](#) from 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

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

- (a) was obliged,

[A.2.1(b) substituted by [PR994495](#) from 01Jan10]

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

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

A.2.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
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,

[A.3.1(b) substituted by [PR994495](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

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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%

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 substituted by [PR994495](#) from 01Jan10]

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

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

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994495](#) from 01Jan10]

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

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

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

First full pay period on or after

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 substituted by [PR994495](#) from 01Jan10]

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

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

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994495](#) from 01Jan10]

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

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[A.6.3 substituted by [PR994495](#) from 01Jan10]

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in clause A.6.2.

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

First full pay period on or after

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 substituted by [PR994495](#) from 01Jan10]

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

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

[A.7.3 substituted by [PR994495](#) from 01Jan10]

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

First full pay period on or after

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.

A.8 Former Division 2B employers

[A.8 inserted by [PR503657](#) ppc 01Jan11]

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

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- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classifications

[Varied by [PR988367](#), [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

[Varied by [PR988367](#), [PR994495](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542163](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

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

[C.2 varied by [PR568050](#) ppc 01Jul15]

- C.2** In this schedule:

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

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

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, 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 Social Services that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

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

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

C.4 Supported wage rates

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

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 varied by [PR994495](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR994495](#), [PR542163](#) ppc 04Dec13]

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

[C.6.2 varied by [PR994495](#), [PR542163](#) ppc 04Dec13]

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

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 varied by [PR994495](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

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

Schedule D—National Training Wage

[Sched D inserted by [PR994495](#) ppc 01Jan10; varied by [PR988367](#), [PR997928](#), [PR509074](#), [PR522905](#), [PR536708](#), [PR545787](#), [PR551631](#), [PR566715](#), [PR579810](#); deleted by [PR593833](#) ppc 01Jul17]

Schedule E—Part-day Public Holidays

[Sched E inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

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

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

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

Schedule F—Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR583096](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR583096](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement for Time Off Instead of Payment for Overtime

[Sched H inserted by [PR584170](#) ppc 22Aug16]

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

Name of employee: _____

Name of employer: _____

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

Date and time overtime started: ____/____/20____ am/pm

Date and time overtime ended: ____/____/20____ am/pm

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____