

Asphalt Industry Award 2010

The above award was first made on 4 September 2009 [[PR988698](#)]

This consolidated version of the award includes variations made on 16 December 2009 [[PR991562](#)]; 5 March 2010 [[PR994428](#)]; 4 June 2010 [[PR997772](#)]; 21 June 2010 [[PR998066](#)]; 21 June 2010 [[PR997942](#)]; 29 June 2010 [[PR998748](#)]; 6 December 2010 [[PR503673](#)]

NOTE: **Transitional provisions** may apply to certain clauses – see [clause 2](#) and [Schedule A](#)

To determine the transitional amount or loading, go to the version of this modern award in operation [prior to 1 July 2010](#) which does **not** include:

- (a) variations to minimum wages resulting from the Annual Wage Review 2009-10; or
- (b) variations in expense related allowances operative from 1 July 2010.

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Part 1—Application and Operation

1. Title

This award is the *Asphalt Industry Award 2010*.

2. Commencement and transitional

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

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

2.6 Fair Work Australia may review the transitional arrangements:

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

3. Definitions and interpretation

[Varied by [PR994428](#), [PR997772](#), [PR503673](#)]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **agreement-based transitional instrument** inserted by [PR994428](#) from 01Jan10]

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

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

[Definition of **Division 2B State award** inserted by [PR503673](#) 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 [PR503673](#) 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 [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

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

employer means national system employer within the meaning of the Act

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

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 [PR994428](#) 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

standard rate means the minimum weekly rate for a Skill level 3 in clause 14—Minimum wages

[Definition of **transitional minimum wage instrument** inserted by [PR994428](#) from 01Jan10]

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

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

4. Coverage

[Varied by [PR994428](#)]

4.1 This industry award covers employers throughout Australia in the asphalt industry and their employees in the classifications listed in clause 13—Classifications, to the exclusion of any other modern award.

(a) Definition of asphalt industry

For the purpose of this clause, **asphalt industry** means roadmaking and the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt.

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

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 [PR994428](#) 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 [PR994428](#) 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. Award flexibility

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

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

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

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

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

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

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

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- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

8.2 Employer to discuss change

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

9. Dispute resolution

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

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 General

Employees may be employed in one of the following categories:

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

10.2 Full-time employment

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

10.3 Part-time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who perform the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification in clause 14—Minimum wages.
- (c) At the time of commencing employment the employer and a part-time employee must agree in writing, on the ordinary hours to be worked each week and the days such hours will be worked. Provided that the regular number of ordinary hours once fixed may be varied in writing by mutual agreement between the employer and the employee concerned.
- (d) All time worked in excess of the regular number of ordinary hours will be overtime and paid at the rates prescribed in clause 23—Overtime and penalty rates.

10.4 Casual employment

- (a) A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.
- (b) For each hour worked, a casual employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 14—Minimum wages, plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate.

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- (c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (d) A casual employee will receive a minimum of four hours' pay per engagement.
- (e) **Casual conversion**
 - (i) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
 - (ii) Where the employee requests to have their employment converted, the employer will advise the employee in writing, within four weeks of the request, as to whether the employer can consent to the request. Any dispute as to whether such a full-time or part-time position is available will be processed through the dispute resolution procedure.
 - (iii) Where such conversion occurs the details will be recorded in writing.
 - (iv) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be processed through the dispute resolution procedure.
 - (v) For the purposes of clause 10.4(e) an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

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

11.3 Job search entitlement

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

12. Redundancy

[Varied by [PR994428](#), [PR503673](#)]

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

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

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions – NAPSA employees

[12.5 renamed by [PR503673](#) ppc 01Jan11]

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

[12.5(a)(i) substituted by [PR994428](#) from 01Jan10]

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

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- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503673](#) ppc 01Jan11]

- (a) Subject to clause 12.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.6 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

- 13.1 All employees covered by this award must be classified according to the structure set out in Schedule B—Classification Descriptors. Employers must advise their employees in writing of their classification and any changes to their classification.
- 13.2 The classification by the employer must be according to the Skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

14. Minimum wages

[Varied by [PR997942](#)]

14.1 A full-time employee must be paid a minimum weekly rate for their classification as set out in the table below:

[14.1 varied by [PR997942](#) ppc 01Jul10]

Classification	Minimum weekly rate
	\$
Skill level 1	569.90
Skill level 2	603.30
Skill level 3	628.30
Skill level 4	663.70
Skill level 5	669.60

The classification structure and descriptors for the above classifications are contained in Schedule B—Classification Descriptors.

14.2 Supported wage system

See Schedule C

14.3 National training wage

See Schedule D

15. Allowances

[Varied by [PR998066](#)]

15.1 General

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

15.2 Allowances for responsibilities or skills that are not taken into account in rates of pay

(a) Leading hand

A leading hand must be paid an allowance of 3.5% of the standard rate per week.

(b) First aid

(i) If an employee is appointed by an employer to perform first aid duties they must be paid an allowance of 0.4% of the standard rate per day.

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- (ii) To avoid any doubt:
 - If an employee is appointed to perform first aid they must hold a current first aid certificate.
 - Just because an employee holds a first aid certificate or occupational first aid certificate does not mean that they will be appointed by the employer in accordance with clause 15.2(b)(i).

15.3 Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations

(a) Industry allowance

In addition to the rates prescribed in clause 14—Minimum wages, each employee will be paid an industry allowance of 4.0% of the standard rate per week for all purposes of the award.

(b) Inclement weather

- (i) Employees will be paid an inclement weather allowance of 4.1% of the standard rate per week. This allowance will be treated as part of the employee's ordinary wage for all purposes of this award.
- (ii) This allowance is intended to compensate employees for all the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and under-developed locations. For the purpose of this clause, **inclement weather** means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.
- (iii) Where employees cannot be gainfully employed on their normal duties or on other productive work because of wet weather, they will carry out alternative work out of the rain, where available.

15.4 Reimbursement and expense related allowances

(a) Meal allowance for overtime work

If an employee is required to work overtime for:

[15.4(a)(i) varied by [PR998066](#) ppc 01Jul10]

- (i) More than one and a half hours after their usual ceasing time, without having been notified the previous day or earlier, the employee will be paid an allowance at the rate of \$12.74; and

[15.4(a)(ii) varied by [PR998066](#) ppc 01Jul10]

- (ii) Five and a half hours or more after their usual ceasing time (and for each four hours thereafter) the employee will be paid an allowance at the rate of \$12.74.

This clause will not apply if a meal and any subsequent meal is provided by the employer.

(b) Protective clothing, equipment and tools

- (i)** Where an employee is required to wear protective clothing and equipment such as safety boots, headwear or wet-weather clothing, the employer must reimburse the employee for the cost of purchasing such clothing and equipment. The provisions of this paragraph do not apply where the clothing and equipment is paid for by the employer.
- (ii)** Where the employer requires an employee to wear any special clothing such as uniforms, the employer must reimburse the employee for the cost of purchasing three sets of uniforms. The provisions of this paragraph do not apply where the clothing and equipment is paid for by the employer.
- (iii)** Where the protective clothing or uniforms are supplied to the employee without cost, it will remain the property of the employer and will be returned in good condition to the employer (subject to fair wear and tear) on leaving the service of the employer.
- (iv)** Provided that should an employee leave the service of the employer within six months of commencement and not return all clothing issued, the employee will be liable for 50% of the cost of such clothing.
- (v)** Where an employer requires an employee to provide and use any tools, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause will not apply where the employer supplies such items without cost to the employee.

(c) Country and distant work

(i) Travelling to country work

• Reimbursement of fares

All employees sent by the employer from the city to the country or from one country centre to another country centre or from a country centre to the city will have their fares reimbursed by the employer. Employees remaining until the completion of the job, or until the special work on which they were sent to perform is completed and no other work is provided by the employer, will be entitled to reimbursement of fares back to the place of employment. Alternatively, an employer may pay to the employee an allowance representing the actual cost of the fares. In such case fares will not be reimbursed.

• Travelling time

Where an employee is sent from one centre to another and is required to remain away from home while necessarily travelling between such centres, the rate of pay for the travelling time will be at ordinary rates. The maximum time to be paid for when travelling will be eight hours per day in addition to wages otherwise earned for work performed. Provided that this paragraph will not alter any current practice.

[15.4(c)(i) varied by [PR998066](#) ppc 01Jul10]

• **Travelling expenses**

Employees while travelling will be paid \$12.74 per meal with a maximum of three meals per day and if required to spend a night en route will be paid \$57.80. Provided that where an employee is provided with meals and accommodation the employee will not be entitled to the respective allowances.

(ii) **Distant work—accommodation and incidentals allowance**

[15.4(c)(ii) varied by [PR998066](#) ppc 01Jul10]

In circumstances whereby an employee is required to work at a distance from the employee's usual commencement point, such that the employee is unable to return home the same night, the following provisions will apply:

- The employer will pay an allowance of \$414.72 per week for seven days for reasonable board and lodging, but such allowance will not be wages.
- In the case of broken parts of a week the allowance will be all living expenses actually and reasonably incurred but not exceeding \$414.72 per week.
- Provided that the foregoing allowance will not be paid by the employer where reasonable board and lodging is provided.
- The employer will pay each employee an incidentals allowance of \$4.41 per night.

(iii) **Distant work—return home allowance**

Where country work continues for more than two months, an employee on such job will be entitled to be paid fares reasonably incurred in returning home for a weekend, or must be provided with normal transport at the employer's cost. Such entitlement to fares will accrue for only one weekend every four weeks after the completion of two months' continuous service on such distant work. Provided that fares will not be payable by the employer unless the employee works their full ordinary hours on the ordinary working day before and the ordinary working day after such weekend. Provided further that such fares will not be payable unless the distant work continues for at least two weeks after such weekend.

15.5 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.

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- (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
Country and distant work	Domestic holiday travel and accommodation sub-group

16. District allowances

[Varied by [PR994428](#)]

16.1 Northern Territory

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

[16.1(a) substituted by [PR994428](#) from 01Jan10]

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

16.2 Western Australia

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

[16.2(a) substituted by [PR994428](#) from 01Jan10]

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

16.3 During the transitional period an employee is not entitled to payment of both the industry allowance and the district allowance. The employee must be paid whichever allowance is the greater.

16.4 This clause ceases to operate on 31 December 2014.

17. Accident pay

[Varied by [PR994428](#), [PR503673](#)]

[17.1 varied by [PR994428](#); substituted by [PR503673](#) ppc 01Jan11]

17.1 Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

- (a) if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

[17.2 substituted by [PR503673](#) ppc 01Jan11]

17.2 The employee's entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

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

17.4 This clause ceases to operate on 31 December 2014.

18. Higher duties

Subject to Schedule B—Classification Descriptors an employee who is required to do work for which a higher rate is fixed will be entitled to receive such higher rate for all work done on that day.

19. Payment of wages

19.1 Period of payment

Wages will be paid weekly or fortnightly, by agreement between the employer and employee.

19.2 Method of payment

An employer may pay an employee's wages by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.

19.3 Payment of wages on termination of employment

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.

19.4 Day off coinciding with pay day

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

19.5 Wages to be paid during working hours

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

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

[Varied by [PR994428](#)]

20.1 Ordinary hours of work

- (a) The ordinary hours of work will be an average of 38 hours per week over a four week cycle. Employees will work eight hours each day and 0.4 of one hour of each day worked will accrue as an entitlement to take a rostered day off in each cycle as a day off paid for as though worked.
- (b) The ordinary hours of part-time and casual employees will be in accordance with clause 10—Types of employment.

20.2 Employees—other than shiftworkers

- (a) Employees other than shiftworkers may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm Monday to Friday.
- (b) An employer may agree with a majority of affected employees to alter the spread of hours in clause 20.2(a).
- (c) A schedule of rostered days off will be determined and agreed between the parties in advance.
- (d) Such scheduled rostered days off may be deferred and accumulated up to a maximum of four rostered days off, by agreement between the employer and any individual employee concerned.
- (e) Where the majority of employees in any particular section of work agree, and the employer or employer's representative agrees, an alternative day in the four week cycle may be substituted for the scheduled rostered day off, and where such agreement is reached all provisions of this award will apply as if the substituted day were the scheduled rostered day off.

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- (f) Each day of paid leave taken e.g. annual leave, and any public holidays occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes (this does not include periods of long service leave).

[20.2(g) varied by [PR994428](#) from 01Jan10]

- (g) An employee who has not worked, or is not regarded by reason of clause 20.2(f) above as having worked, a complete four week cycle will receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.
- (h) The accrued rostered day off prescribed in this subclause will be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary:
- to allow other employees to be employed productively;
 - to carry out maintenance outside ordinary working hours;
 - because of unforeseen delays to a particular project or a section of it; or
 - for other reasons arising from unforeseen or emergency circumstances on a project;

in which case the employee will take one paid day off before the end of the succeeding work cycle, and the employee must be paid for the day worked at the rates prescribed for Saturday work in clause 23.3.

20.3 Methods of arranging ordinary working hours

- (a) Subject to the employer's right to fix the daily hours of work for employees other than shiftworkers and to fix the commencing and finishing time of shifts, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees affected. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) Matters upon which agreement may be reached include:
- (i) how the hours are to be averaged within a work cycle;
 - (ii) the duration of the work cycle for employees other than shiftworkers provided that such duration will not exceed three months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than four weeks;
 - (v) substitution of rostered days off;
 - (vi) accumulation of rostered days off;
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
 - (viii) any arrangements of ordinary hours which exceed eight hours in any day.

- (c) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
- proper health monitoring procedures being introduced;
 - suitable roster arrangements being made;
 - proper supervision being provided; and
 - adequate breaks being provided.
- (d) Employees may be required to work on their rostered day off and if so will be granted a day off within 14 days of the original rostered day off.

20.4 Daylight saving

- (a) Where by reason of State legislation, summer time is prescribed as being in advance of the standard time in that State the length of any shift:
- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
 - (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period;

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

- (b) The expressions standard time and summer time will bear the same meaning as are prescribed by the relevant State legislation.

21. Shiftwork

21.1 Definitions

- (a) For the purpose of this clause:

rostered shift means any shift of which the employee concerned has had at least 48 hours' notice

day shift means any shift starting at or after 6.00 am and before 10.00 am

afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm

night shift means any shift starting at or after 8.00 pm and before 6.00 am

- (b) By agreement between the employer and the majority of affected employees the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

21.2 Afternoon and night shift allowances

- (a) Employees whilst working on afternoon or night shift will be paid 15% more than their ordinary rate.
- (b) An employee who is required to work on any afternoon or night shift that does not continue for at least five successive afternoons or nights will be paid at the rate of time and a half and all time worked in excess of eight hours must be paid for at the rate of double time.
- (c) An employee who (except at the employee's own request):
 - (i) during a period of engagement on shift, works night shift only;
 - (ii) remains on a night shift longer than four successive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give that employee at least one third of working time off the night shift cycle each cyclewill, during such engagement, period or cycle be paid 30% more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift.
- (d) The loadings provided for in clause 21.2 are not cumulative.

21.3 Hours of work

- (a) The ordinary working hours of employees on shiftwork will not exceed an average of 38 hours per week spread over a period of two, three, or four weeks and must not exceed 144 hours in 28 consecutive days. Such hours are to be worked in shifts of eight hours inclusive of a meal break of 30 minutes which will be counted as time worked.
- (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.
- (d) Except at changeover of shifts an employee will not be required to work more than one shift in each 24 hours.
- (e) Employees on shiftwork will accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift will be paid for at the appropriate shift rate as prescribed by clause 21—Shiftwork.
- (f) Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a shift worked for accrual purposes.

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- (g) Except as provided for above, employees not working a complete four week cycle will be paid pro rata accrued entitlements for each shift worked, on the programmed shift off or, in the case of termination of employment, on termination.
- (h) The employer and employees will agree in writing upon arrangements for rostered paid days or for accumulation of accrued days to be taken at or before the end of a particular contract.
- (i) Once such days have been rostered they will be taken as paid days off. Provided that where an employer, for emergency reasons, requires a shiftworker to work on a rostered day off the employee will be paid, in addition to the accrued entitlement, the rates prescribed for Saturday work for employees other than shiftworkers in clause 23.3.

21.4 Shift rosters

There will be a roster of shifts which will:

- (a) provide for rotation unless all the employees concerned desire otherwise; and
- (b) provide for not more than eight shifts to be worked in any nine consecutive days.

21.5 Overtime

- (a) Subject to clause 21.5(b) work done by shiftworkers in excess of and outside the ordinary working hours inclusive of time worked for accrual purposes as per clause 21.3 of their shift or on a shift other than a rostered shift will be paid at the rate of double time.
- (b) This provision will not apply to arrangements between the employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time worked after finishing an ordinary shift, unrelieved employees will be paid at the rate of time and a half for the first eight hours and double time thereafter.

21.6 Saturday shifts

Employees working Saturday shifts will be paid for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 21.3 between midnight on Friday and midnight on Saturday at the minimum rate of time and a half.

21.7 Sundays and public holidays

- (a) Subject to this clause, Sundays and public holidays will apply to shiftworkers as follows:
 - (i) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate.
 - (ii) The time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.

- (iii) Where shifts fall partly on a Sunday or a public holiday that shift, the major portion of which falls on a Sunday or a public holiday, will be regarded as the Sunday or public holiday shift.

21.8 An employer may require an employee other than a shiftworker to change to shiftwork provided at least 24 hours' notice is given of the change. Overtime rates will be paid if the shifts do not continue for at least five consecutive afternoons or nights.

22. Meal breaks and rest periods

22.1 Rest period

A rest break of one 15 minute period or two rest periods of seven and a half minutes duration on each day to be counted as time worked will be allowed to employees, other than shiftworkers, without deduction of pay. The employer will fix the time for the commencement of the rest period and this period will not involve a complete stoppage of work.

22.2 Meal break

Employees, other than shiftworkers, will be entitled to an unpaid meal break after every five hours worked of not less than 30 minutes.

22.3 Shiftworker meal break

A shiftworker working 10 hours or less will be entitled to a paid meal break of 30 minutes per shift.

22.4 Operational requirements

Breaks will be scheduled by the employee's supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than five hours before the first meal is taken or between subsequent meal breaks, if any.

22.5 Working during meal breaks

Employees called to work during recognised meal breaks will be paid at overtime rates for all time worked until they receive a meal break of the usual period. Provided that where it is necessary to alter the time of the recognised meal break employees may be called upon to work for not more than one hour beyond such recognised meal break without additional rates of pay provided that they receive the equivalent meal time.

22.6 Overtime meal break

Refer to clause 23.7.

23. Overtime and penalty rates

23.1 Payment for working overtime

- (a) Except as provided below, all time worked in excess of and outside the ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 20—Ordinary hours of work and clause 21—Shiftwork will be paid for at:
 - (i) one and a half times the ordinary prescribed rate for the first two hours; and
 - (ii) double the ordinary prescribed rate for all time thereafter.
- (b) In computing overtime, each day's work will stand alone.

23.2 Application of this clause

This clause will not apply:

- (a) to any time spent by an employee in the course of travelling to or from any yard, camp, depot or picking up place of the employer; or
- (b) in the course of going into a place of work for the purpose of starting work, or in the course of returning after ceasing work.

23.3 Saturday work

An employee other than a shiftworker required to work overtime on a Saturday will be paid for a minimum of four hours' work at overtime rates.

23.4 Sunday work

Employees required to work overtime on Sundays will be paid for a minimum of four hours' work at double time. The double time is to be paid until the employee is relieved from duty.

23.5 Recall and stand-by

If an employee is recalled to work overtime after leaving the job (whether notified before or after leaving) the employee will be paid for a minimum of three hours' work (whether worked or not) or where the employee has been paid for standing by the employee will be paid a minimum of three hours' pay at the appropriate rates.

23.6 Rest period after overtime

- (a) 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 working days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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- (c) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty, the employee must be paid at double time rates until released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (d) The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and an employee other than a shiftworker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

23.7 Overtime meal break

- (a) An employee must be entitled to a 20 minute paid break after two hours of work past the normal finishing time and after each additional four hours of continuous overtime, provided that such work is to continue after the break and further provided that in respect of this condition, time worked will mean time worked on the job and excludes time spent travelling from the job back to the depot.
- (b) An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

23.8 Time off instead of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary hours of work will be taken at the ordinary time rate; that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with clause 23.8(a), the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with clause 23.8(a), the employee will be paid overtime rates in accordance with this award.

Part 6—Leave and Public Holidays

24. Annual leave

24.1 Annual leave is provided for in the NES.

24.2 Seven day shiftworkers

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by one day per 36 ordinary shifts the employee is continuously engaged as a seven day shiftworker.

24.3 Leave in advance

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any monies due to the employee on termination.

24.4 Close-down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) during the Christmas/New Year period for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month's notice in writing of an intention to apply the provisions of this clause.
- (b) In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.
- (c) An employee who has accrued sufficient annual leave at the date of closing in accordance with clause 24.4(a) must be:
 - (i) given annual leave commencing from the date of closing; and
 - (ii) paid 1/12th of their ordinary pay for any period of employment between accrual of the employee's right to the annual leave and the date of closing.
- (d) Any employee who has not accrued sufficient annual leave at the date of closing must be:
 - (i) given leave without pay from the date of closing; and
 - (ii) paid for any public holiday during such leave for which the employee is entitled to payment.

24.5 Leave must be taken within 18 months

Annual leave will be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period and in the absence of agreement as provided for in s.88 of the Act, an employer may direct an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days' notice.

24.6 Payment and loading

Before the start of an employee's annual leave the employer must pay the employee:

- (a) instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their ordinary hours had they not been on leave; and
- (b) an additional loading of 17.5% of the wages prescribed by this award for the ordinary hours of work as performed between Monday and Friday or if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.

25. Personal/carer's leave and compassionate leave

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

26. Community service leave

Community service leave is provided for in the NES.

27. Public holidays

27.1 Public holidays are provided for in the NES.

27.2 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in an enterprise another day may be substituted for a day provided for in the NES.

27.3 Payment for work on a public holiday

If an employee works on any of the public holidays arising from this clause or any day substituted for such public holidays the employee will be paid at the rate of double time and one half of their ordinary rate of pay, with a minimum payment of four hours at such rate.

Schedule A—Transitional Provisions

[Varied by [PR503673](#)]

A.1 General

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

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

- (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,
- (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.

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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,
- (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.

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 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 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.

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

First full pay period on or after

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

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

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

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument 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 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.

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 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 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 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 [PR503673](#) 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.

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—Classification Descriptors

B.1 Skill level 1

Skill level 1 is an employee who has no experience in the industry and who may be undertaking up to 38 hours induction training.

B.2 Skill level 2

Skill level 2 is an employee who has completed the employer's induction course and/or is undertaking up to three months' on-the-job training and is not undertaking a traineeship.

B.3 Skill level 3

Skill level 3 is an employee who has completed up to three months' on-the-job training; is capable of working productively under routine supervision; but is not yet a fully productive member of a spray or paving crew.

B.4 Skill level 4

Skill level 4 is a multi-skilled employee who is assessed by the employer to be competent to perform all of the duties required within the work team.

B.4.1 Typically this will mean that the employee has an endorsed licence for the operation of heavy vehicles, is competent in the operation of the major pieces of plant and equipment utilised in the work team and who can perform all manual tasks in the work team.

B.4.2 In asphalt production plants this will mean an employee who is deemed competent to operate the plant with a minimum of supervision.

B.5 Skill level 5

Skill level 5 is an employee who has been appointed by the employer to be in charge of a mixing plant or to lead a spray or paving crew.

Schedule C—Supported Wage System

[Varied by [PR994428](#), [PR998748](#)]

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

C.2 In this schedule:

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

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

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

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

C.3 Eligibility criteria

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

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

C.4 Supported wage rates

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

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

[C.4.2 varied by [PR994428](#), [PR998748](#) ppc 01Jul10]

C.4.2 Provided that the minimum amount payable must be not less than \$73 per week.

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

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

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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia 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 [PR994428](#), [PR998748](#) ppc 01Jul10]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$73 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

[Inserted by [PR994428](#), varied by [PR997942](#)]

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

D.3 Coverage

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

D.5 Minimum Wages[D.5 substituted by [PR997942](#) ppc 01Jul10]**D.5.1 Minimum wages for full-time traineeships****(a) Wage Level A**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	336.00
Plus 1 year out of school	282.00	336.00	391.00
Plus 2 years out of school	336.00	391.00	455.00
Plus 3 years out of school	391.00	455.00	521.00
Plus 4 years out of school	455.00	521.00	
Plus 5 or more years out of school	521.00		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	376.00
Plus 2 years out of school	327.00	376.00	441.00
Plus 3 years out of school	376.00	441.00	503.00
Plus 4 years out of school	441.00	503.00	
Plus 5 or more years out of school	503.00		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	368.00
Plus 2 years out of school	327.00	368.00	411.00
Plus 3 years out of school	368.00	411.00	458.00
Plus 4 years out of school	411.00	458.00	
Plus 5 or more years out of school	458.00		

(d) AQF Certificate Level IV traineeships

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

Wage level	First year of	Second and
	traineeship	subsequent years of
	per week	per week
	\$	\$
Wage Level A	541.00	562.00
Wage Level B	522.00	542.00
Wage Level C	475.00	493.00

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	11.05
Plus 1 year out of school	9.28	11.05	12.86
Plus 2 years out of school	11.05	12.86	14.97
Plus 3 years out of school	12.86	14.97	17.14
Plus 4 years out of school	14.97	17.14	
Plus 5 or more years out of school	17.14		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.37
Plus 2 years out of school	10.76	12.37	14.51
Plus 3 years out of school	12.37	14.51	16.55
Plus 4 years out of school	14.51	16.55	
Plus 5 or more years out of school	16.55		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.11
Plus 2 years out of school	10.76	12.11	13.52
Plus 3 years out of school	12.11	13.52	15.07
Plus 4 years out of school	13.52	15.07	
Plus 5 or more years out of school	15.07		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
8.42	9.28

(e) AQF Certificate Level IV traineeships

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	17.80	18.49
Wage Level B	17.17	17.83
Wage Level C	15.63	16.22

(f) Calculating the actual minimum wage

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

D.5.3 Other minimum wage provisions

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

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix D1: Allocation of Traineeships to Wage Levels

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

D1.1 Wage Level A

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

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

D1.2 Wage Level B

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

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

D1.3 Wage Level C

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