

# Quarrying Award 2010

The above award was first made on 3 April 2009 [[PR986379](#)]

This consolidated version of the award includes variations made on 21 December 2009 [[PR991823](#)]; 16 March 2010 [[PR994474](#)]; 4 June 2010 [[PR997772](#)]; 21 June 2010 [[PR998143](#)]; 21 June 2010 [[PR997917](#)]; 29 June 2010 [[PR998748](#)]; 6 December 2010 [[PR503649](#)]

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 Quarrying 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:

- overtime
- hours of work
- 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 [PR994474](#), [PR997772](#), [PR503649](#)]

#### 3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994474](#) from 01Jan10]

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

**afternoon shift** means any shift finishing after 6.00 pm and at or before midnight

[Definition of **agreement-based transitional instrument** inserted by [PR994474](#) from 01Jan10]

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

[Definition of **award-based transitional instrument** inserted by [PR994474](#) from 01Jan10]

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

[Definition of **Commission** deleted by [PR994474](#) from 01Jan10]

[Definition of **Division 2B State award** inserted by [PR503649](#) 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 [PR503649](#) 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 [PR994474](#), [PR997772](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act

**employee in charge of processing plant** means:

- (a) when two or more employees are employed at the plant at one time, the employee who is invested with the superintendence and responsibility; or
- (b) an employee vested with superintendence and responsibility; or
- (c) when the employee is the only person of the employee's class employed on the plant, the employee who does the general repair work of the plant in addition to the work of operating, but not merely assists a fitter or engineer to do the work

[Definition of **employer** substituted by [PR994474](#), [PR997772](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994474](#) from 01Jan10]

[Definition of **enterprise NAPSA** deleted by [PR994474](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994474](#) from 01Jan10]

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

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**leading hand** means an employee who is required to supervise, direct or to be in charge of another employee or employees

[Definition of **NAPSA** deleted by [PR994474](#) from 01Jan10]

[Definition of **NES** substituted by [PR994474](#) from 01Jan10]

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

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

[Definition of **on-hire** inserted by [PR994474](#) 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

**quarrying industry** means:

- (a) operations in lime and/or stone quarries, sand pits or gravel pits, other than dimension stone, brick, shale or slate quarries; and
- (b) operations (other than in a quarry) where the plant and equipment is principally used to crush, screen and/or blend materials such as stone, brick concrete, masonry, asphalt etc. to produce recycled material, including aggregates, road bases, gravels, fine sands and/or coarse sands and/or a blend of these

**standard rate** means the minimum wage for Grade 4 in clause 17—Minimum wages

[Definition of **transitional minimum wage instrument** inserted by [PR994474](#) 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 reference is to the condition as defined in the NES.

## **4. Coverage**

[Varied by [PR994474](#)]

**4.1** This industry award covers employers throughout Australia in the quarrying industry and their employees in the classifications listed in clause 16—Classifications to the exclusion of any other modern award.

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

[4.3 substituted by [PR994474](#) from 01Jan10]

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

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[New 4.4, 4.5 and 4.6 inserted by [PR994474](#) 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 [PR994474](#) 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;

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- (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;
  - (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

[Varied by [PR994474](#)]

- 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

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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 varied by [PR994474](#) from 01Jan10]

- 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 varied by [PR994474](#) from 01Jan10]

- 9.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

[9.3 varied by [PR994474](#) from 01Jan10]

- 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. Employment categories

- 10.1** Employees may be employed in one of the following categories:

- full-time;
- part-time; or
- casual.

- 10.2** At the time of commencing employment an employer must inform an employee in writing of the category of their employment; whether it is full-time, part-time or casual.

### 11. Full-time employees

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

## **12. Part-time employees**

- 12.1** A part-time employee is an employee who:
- (a) works less than 38 hours per week; and
  - (b) works a regular number of ordinary hours each week.
- 12.2** At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:
- the hours worked each day;
  - which days of the week the employee will work; and
  - the actual starting and finishing times of each day.
- 12.3** Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.
- 12.4** The agreement and variation will be retained by the employer and a copy given to the employee.
- 12.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- 12.6** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13—Casual employees.
- 12.7** A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 12.8** All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

## **13. Casual employees**

- 13.1** A casual employee is an employee employed and paid as such.
- 13.2** A casual employee:
- (a) must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed in, plus a casual loading of 25%; and
  - (b) must be paid for a minimum of three hours each day they are employed.
- 13.3** The casual loading is instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

**13.4 Casual conversion to full-time or part-time employment**

- (a) 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.
- (b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 13.4 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 13.4 if the employer fails to comply with clause 13.4(b).
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 13.4(a), on receiving notice under clause 13.4(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 13.4(d), the employer and employee must, subject to clause 13.4(d), discuss and agree on:
  - (i) which form of employment the employee will convert to, being full-time or part-time; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12—Part-time employees.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 13.4(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

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- (j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 13.4(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 13.4(a).
- (k) For the purposes of clause 13.4, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

**13.5** An employee must not be engaged and re-engaged to avoid any obligation under this award.

## **14. Termination of employment**

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

### **14.2 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.

### **14.3 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.

## **15. Redundancy**

[Varied by [PR994474](#), [PR503649](#)]

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

### **15.2 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.

### **15.3 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.

### **15.4 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 14.3.

### **15.5 Transitional provisions – NAPSA employees**

[15.5 substituted by [PR994474](#) from 01Jan10; renamed by [PR503649](#) ppc 01Jan11]

- (a) Subject to clause 15.5(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:
  - (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.
- (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 15.5 will cease to operate on 31 December 2014.

### **15.6 Transitional provisions – Division 2B State employees**

[15.6 inserted by [PR503649](#) ppc 01Jan11]

- (a) Subject to clause 15.6(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

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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 15.6 ceases to operate on 31 December 2014.

## Part 4—Classifications and Minimum Wage Rates

### 16. Classifications

**16.1** 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.

**16.2** 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.

### 17. Minimum wages

[17 varied by [PR997917](#) ppc 01Jul10]

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

<b>Classification</b>	<b>Minimum weekly rate</b>
	\$
Grade 1	569.90
Grade 2	586.00
Grade 3	625.40
Grade 4	644.20
Grade 5	663.60
Grade 6	684.10

## **18. Allowances**

[Varied by [PR994474](#), [PR998143](#), [PR503649](#)]

### **18.1 Industry allowance**

An employee engaged in any of the work specified in this award will be paid an allowance of 3.25% of the standard rate for that week to compensate for the disabilities of the industry. This additional rate will be regarded as part of the standard rate for all purposes.

### **18.2 Leading hand**

Employees performing work as a leading hand or who are in charge of the plant (as defined) will be paid the following additional percentage of the standard rate per week:

<b>Leading hand</b>	<b>Allowance %</b>
In charge of less than 3 employees	2.18
In charge of 3 to 6 employees	3.04
In charge of 6 to 10 employees	3.78
In charge of more than 10 employees	6.00
Employee in charge of plant	2.18

This allowance will be paid for all purposes.

### **18.3 Tool allowance**

Where an employee is required to provide tools and appliances used in connection with the work of a quarry, the employee will be reimbursed by the employer for the cost of the tools and appliances. The provisions of this clause do not apply where the tools and appliances are provided by the employer.

### **18.4 First aid allowance**

An employee will be paid an additional 1.9% of the standard rate each week where the employee:

- has been trained to provide first aid;
- holds a current and appropriate first aid qualification (such as a certificate from St John Ambulance or a similar body); and
- is appointed by the employer to perform first aid duty.

This payment will be regarded as part of the standard rate for all purposes.

### **18.5 Use of private vehicle**

Where employees during working hours are directed by the employer to use their private vehicle for any purpose, they must be paid an allowance of \$0.74 per kilometre travelled.

**18.6 Payment for wet weather**

- (a) When the employer or its responsible representative determines that the weather is too wet for ordinary duties, an employee will be paid on the basis of the rate prescribed for the appropriate classification in clause 17—Minimum wages for all time lost.

[18.6(b) varied by [PR994474](#) from 01Jan10]

- (b) An employee is not entitled to this payment unless the employee attends at and remains at the place of employment and is available and willing to perform work under cover when requested to do so, and such other duties as may be allotted to the employee.

**18.7 Protective clothing etc.**

**(a) Clothing issue**

- (i) Each employee must be provided with two pairs of appropriate overalls or trousers/shirt or shorts/shirt combinations per annum free of charge.
- (ii) Each employee must be provided with a maximum of two pairs of safety boots/shoes per annum on a one pair for one pair replacement basis.
- (iii) Any other article of protective clothing that is required must be provided by the employer and must be worn.
- (iv) The employer must replace such articles when, in the opinion of the employer, they are no longer in a serviceable condition, but no employee will be entitled to a replacement unless they return the corresponding article issued to them or, if the article is lost or misplaced by the employee to whom it was issued, they must pay a reasonable price for the article.
- (v) The articles supplied in accordance with this subclause will remain the property of the employer.
- (vi) Where the employee is responsible for laundering the protective clothing, the employer will reimburse the employee for the demonstrated costs of laundering. Alternatively, the employer and employee may agree upon an allowance payable to the employee for laundering of the protective clothing.

**(b) Prescription case-hardened lenses**

An employer who requires an employee to have their prescription lenses case-hardened must pay for the cost of such case-hardening.

**(c) Replacement of damage personal articles**

An employer must compensate an employee to the extent of the damage sustained where, in the course of undertaking their work, the employees clothing (other than that referred to in clause 18.7(a)), spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

**18.8 Travel, board and lodging**

**(a) Temporary transfer**

Employees temporarily transferred from their usual place of employment to another location must be paid at ordinary time rates for all time in excess of that usually spent in travelling to their place of employment and when required to use their private vehicle must be paid an allowance as set out in clause 18.5 for all distance travelled in excess of that usually travelled to their place of employment.

**(b) Permanent change in locality**

An employee:

- (i) employed in one locality to work in another; or
- (ii) sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence;

must be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or, in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding six months. Expenses will cease after the employee has taken up permanent residence or abode at the new location.

**(c) Temporary change in locality**

An employee sent from their usual locality to another (in circumstances other than those prescribed in clause 18.8(b)) and required to remain away from their usual residence must be paid travelling time whilst necessarily travelling between such localities and such expenses incurred whilst so absent from their usual locality.

**(d) Rate for travelling time**

The rate of pay for travelling time will be ordinary rates, except on Sundays and holidays when it will be time and a half.

**(e) Maximum travel time**

The maximum travelling time to be paid for will be 12 hours out of every 24 or when sleeping berth is provided by the employer for all night travel, eight hours out of every 24.

**(f) Meaning of expense**

**Expenses** for the purpose of clause 18.8 means:

- (i) all fares reasonably incurred;

[18.8(f)(ii) varied by [PR998143](#) ppc 01Jul10]

- (ii) reasonable expenses incurred whilst travelling, including the amount calculated at the rate of \$11.83 for each meal taken; and

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[18.8(f)(iii) varied by [PR998143](#) ppc 01Jul10]

- (iii) the provision of reasonable board and lodging or a reasonable allowance to cover the cost incurred for board and lodging, not exceeding the amount calculated at the rate of \$360.40 per week.

### 18.9 Meal allowance for overtime

[18.9(a) varied by [PR998143](#) ppc 01Jul10]

- (a) If an employee is required to work overtime for two hours or more after their normal ceasing time the employee must be paid a meal allowance of \$11.83. The employee will be entitled to this meal allowance again six hours or more after their normal ceasing time and every four hours thereafter.
- (b) If the employee is notified of the requirement to work overtime but the employee is not called upon to work that overtime the employee must be paid the amount provided in clause 0.

### 18.10 Transport after overtime or shiftwork

When an employee, after working overtime or a shift for which the employee is not regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer will provide the employee with conveyance to their home.

### 18.11 Articulated licence

Where an employee is required by the employer to obtain a licence to drive an articulated vehicle the employer will reimburse the employee for the cost incurred in obtaining the licence.

### 18.12 Adjustment of expense related allowances

[18.12 varied by [PR994474](#) from 01Jan10]

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.

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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take-away and fast foods sub-group
Vehicle allowance	Private motoring sub-group
Board and lodging	Domestic holiday travel and accommodation sub-group

### 18.13 District allowances

#### (a) 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):

[18.13(a)(i) substituted by [PR994474](#) 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 payment of a district allowance.

[18.13(b) substituted by [PR503649](#) ppc 01Jan11]

#### (b) Queensland

An employee in Queensland is entitled to payment of a divisional and district allowance 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:

- (i) 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
- (ii) that would have entitled the employee to payment of a divisional and district allowance.

#### (c) Western Australia

[18.13(c) substituted by [PR994474](#) from 01Jan10]

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):

- (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 payment of a district allowance.
- (d) Clause 18.13 ceases to operate on 31 December 2014.

## 19. Accident pay

[Varied by [PR994474](#), [PR503649](#), [PR503649](#)]

[19.1 varied by [PR994474](#); substituted by [PR503649](#) ppc 01Jan11]

**19.1** Subject to clause 19.2, 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.

[19.2 substituted by [PR994474](#), [PR503649](#) ppc 01Jan11]

**19.2** 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.

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

**19.4** This clause ceases to operate on 31 December 2014.

## 20. Payment of wages

### 20.1 Pay week

Wages (including overtime, any penalties and allowances) must be paid weekly or by agreement between the employer and the employee fortnightly.

### 20.2 Method of payment

An employer may pay an employee's wages by electronic funds transfer into a nominated bank of financial institution nominated by the employee or by cash or cheque.

### 20.3 Time of payment, cash or cheque

If payment is by cash or cheque, wages will be paid during ordinary working hours.

### 20.4 EFT wages fail to be deposited

When an employee is paid by way of electronic funds transfer (EFT) and their wages are not in their nominated account on the designated pay day the employer, if requested to do so by the employee, must provide their wages in cash by conclusion of the next day's shift.

## **21. Higher duties**

An employee who is required to do work for which a higher rate is fixed than that provided for their classification will, if such work exceeds a total of two hours on any day, be paid for all work done on such day at the higher rate. In all other cases the employee will be paid the higher rate for the actual time worked.

## **22. Superannuation**

[Varied by [PR994474](#)]

### **22.1 Superannuation legislation**

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

### **22.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **22.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

## 22.4 Superannuation fund

[22.4 varied by [PR994474](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Australian Public Superannuation Fund;
- (c) Australian Superannuation Savings Employment Trust (ASSET);
- (d) Sunsuper;
- (e) BUSS(Q);
- (f) AUST(Q);
- (g) Tasplan;
- (h) Building Employers Superannuation Trust; or
- (i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

## 23. Supported wage system

See Schedule D

## 24. National training wage

See Schedule E

# Part 5—Hours of Work and Related Matters

## 25. Hours of work

### 25.1 38 hour week

Subject to this award an employee will work an average of 38 ordinary hours each week as directed by the employer.

### 25.2 Ordinary hours of work

An employee's ordinary hours of work will be worked:

- (a) on any day of the week Monday to Friday inclusive; and

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- (b) between the hours of 6.30 am and 6.00 pm; or
- (c) between such spread of hours as is agreed between the employer and the majority of the employees in the section of the quarry or operation concerned,  
or if the employee is a shiftworker:
- (d) any day of the week Monday to Friday inclusive; or
- (e) by agreement with the majority of the employees in the section of the quarry or operation concerned on any day of the week Monday to Sunday inclusive.

### **25.3 Maximum 10 ordinary hour day**

Unless it is agreed between the employer and the majority of the employees in the section of the quarry or operation concerned, an employee's ordinary hours of work must not exceed 10 hours on any day.

### **25.4 Changing from shiftwork to day work and vice versa**

Unless otherwise agreed, the employer may direct an employee to change from regularly working day work to regularly working shiftwork (or vice versa) by giving the employee one month's notice in writing and the employee will then work their ordinary hours on the shifts/days the employee has been rostered to work.

### **25.5 Rosters**

The employer must give an employee a roster for working their ordinary hours at least seven days in advance.

### **25.6 Change to rosters**

Despite clause 25.5, if due to unforeseen circumstances the employer needs to change an employee's roster to keep the quarry or operation operating effectively the employer may change the employee's roster:

- (a) upon giving the employee no less than notice on the previous day of any such change if the employee is a day worker; or
- (b) upon giving the employee no less than notice on the previous day of any such change if the employee is a shiftworker provided that if the employee is given less than seven days notice the employee will continue to be paid their shift penalties for the balance of the such seven days even if the employee is transferred to day work.

### **25.7 Afternoon shifts**

If the employee is rostered to work an afternoon shift, the employee must be paid an afternoon shift allowance of 15% extra for such shift.

### **25.8 Night shifts**

If the employee is rostered to work a night shift, the employee must be paid a night shift allowance of 15% extra for such shift. Where an employee works permanent night shifts, a shift allowance of 30% extra is payable.

**25.9 Saturday shifts**

If an employee works a shift, part of which is between midnight on Friday and midnight on Saturday, the employee must be paid at the rate of time and a half for the first two hours and double time thereafter and such extra rate will be in substitution for and not cumulative upon the shift allowance.

**25.10 Sunday shifts**

If an employee works a shift, part of which is on a Sunday, the employee must be paid at the rate of double time and such extra rate will be in substitution for and not cumulative upon the shift allowance.

**25.11 Public holiday shifts**

If an employee works a shift, part of which is on a public holiday, the employee must be paid at the rate of double time and one half and such extra rate will be in substitution for and not cumulative upon the shift allowance.

**25.12 Method of working the 38 hour week**

The method of working the 38 hour week will be arranged by the employer fixing a roster:

- (a) with one work day in the fourth week of a four week work cycle as a rostered day off (RDO) on which the employee will be off work;
- (b) with two RDOs on which the employee may be rostered off for two half days during a particular four week work cycle;
- (c) for the employee to work their 38 ordinary hours each week in a fortnight, such that the employee is rostered off work for one day each fortnight; or
- (d) for the employee to work less than eight ordinary hours on each day.

**25.13 Rostered days off (RDOs)**

- (a) RDOs will be taken as a paid day off.

**(b) RDOs on public holidays**

When a rostered day off falls on a public holiday as prescribed in clause 32—Public holidays the next working day will be taken instead of the rostered day off unless an alternative day is agreed to between the employee and the employer.

**(c) RDOs accrual**

Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for the purposes of accruing a rostered day off.

**(d) Accumulation of RDOs**

Rostered days off may be:

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- (i) accumulated for a specific purpose (taking with annual leave etc.) and taken at a time agreed by the employee and the employer (such agreement to be made in writing); or
- (ii) accumulated for no specific purpose in which case they will:
  - be taken on at least 24 hours' notice on a day that does not disrupt the satisfactory operation of the quarry or operation; or
  - by agreement between the employer and employee, be paid out by the employer to the employee at the rate of 7.6 ordinary hours pay per rostered day off accumulated but not taken as at 31 January each year.

### (e) Working on RDOs

Where an employee is required to work on the employee's rostered day off, the employee will be afforded the choice of another day off to be taken or the employee will be paid at the rate of double time.

## 26. Meal breaks

[Varied by [PR994474](#)]

### 26.1 Work before break

[26.1 varied by [PR994474](#) from 01Jan10]

An employee will not be required to work for more than five ordinary hours without a break for a meal which will be unpaid. Provided that an employee and the employer may agree to extend the five ordinary hours before taking a break up to six.

### 26.2 Continuity of operations

The time of taking a scheduled meal break may be altered by agreement between an employee and the employer or by the employer but only if it is necessary to maintain continuity of operations.

### 26.3 Staggering breaks

The employer may stagger the time of taking a meal break to meet operational requirements.

### 26.4 Meal breaks for shiftworkers

Despite the provisions of this clause, if the employee is a shiftworker the employee must be allowed a 30 minute paid meal break during each shift, which will be counted as time worked.

### 26.5 Working through a meal break

Except as provided for in clauses 26.1 and 26.2, the employee must be paid at the rate of time and one half of ordinary time for all work done during their meal break and thereafter until a meal break is taken.

**27. Rest breaks**

**27.1 Daily break**

An employee must be given a paid rest break of 10 minutes each day.

**27.2 Staggering**

The employer may stagger the time of taking a rest break to meet operational requirements.

**27.3 Continuous operation**

The time of taking a scheduled rest break may be altered by agreement between the employee and the employer or by the employer but only if it is necessary to maintain continuity of operations.

**27.4 Shiftworkers**

In the case of shiftworkers the rest break may be combined (by the employer) with the paid meal break so as to enable a 40 minute paid meal break.

**28. Overtime**

**28.1 Payment**

Subject to clause 28.3 and 28.4, for all work performed by an employee outside of and/or in excess of their ordinary hours the employee must be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that, for work done on a Sunday an employee must be paid at the rate of double time with a minimum payment for four hours' work.

Such double time is to continue until the completion of the overtime worked.

**28.2 Day stands alone**

Except as provided in clause 28.3, in computing overtime each day's work will stand alone.

**28.3 Ten hour rest period**

- (a) Where overtime work is necessary it will, wherever reasonably practicable, be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.
- (b) Where the employee works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times they will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Where, if on the instruction of the employer, the employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double their ordinary time rate of pay until they are

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released from duty for such period and the employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **28.4 Eight hour rest period for shiftworkers**

The provisions of clause 28.3 will apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shiftworker does not report for duty.

### **28.5 Call-back**

- (a) If an employee is recalled to work overtime after leaving the quarry or operation (whether notified before or after leaving) the employee must be paid for a minimum of four hours' work (whether worked or not) or where the employee has been paid for standing by the employee must be paid a minimum of three hours' pay at the appropriate rate.
- (b) This clause will not apply in cases where it is customary for the employee to return to the quarry or operation to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in the circumstances set out above, will not be regarded as overtime for the purposes of clause 28.6 when the actual time worked is less than three hours on each such recall.
- (d) If the employee is directed to hold themselves in readiness to work after their ordinary hours the employee must be paid stand-by time, at ordinary rates of pay, until released.

### **28.6 Overtime breaks**

If an employee is required to work overtime for two hours after their normal ceasing time (and for each four hours thereafter) the employee must be provided with a 30 minute break without loss of pay, provided that overtime work continues after any such break.

### **28.7 Weekend overtime breaks**

Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, the employee must be given a paid break for a meal of 30 minutes between 12 noon and 1.00 pm, provided that the work continues after the meal break.

### **28.8 Weekend minimum**

If an employee is required to work overtime on a Saturday or Sunday the employee must be given at least four hours' work or receive four hours' pay.

**28.9 Time off instead of payment for 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 time hours 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 28.9(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 28.9(a), the employee must be paid overtime rates in accordance with this award.

**Part 6—Leave and Public Holidays**

**29. Annual leave**

[Varied by [PR994474](#)]

**29.1** Annual leave is provided for in the NES.

**29.2 Seven day shiftworkers**

[29.2 varied by [PR994474](#) from 01Jan10]

In addition to the leave provided for in Division 6 of the NES, shiftworkers who are rostered to work regularly on Sundays and holidays will be allowed an additional one week's leave; provided that if, during the year of employment, an employee has served for only a portion of it as a seven day shiftworker, the additional leave will be one day for every 36 ordinary shifts worked as a seven day shiftworker.

**29.3 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 money due to the employee on termination.

**29.4 Close-down**

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the quarry, operation or a section of the quarry or operation 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.

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- (c) An employee who has accrued sufficient annual leave at the date of closing in accordance with clause 29.4(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.

### **29.5 Leave must be taken within 18 months**

[29.5 varied by [PR994474](#) from 01Jan10]

Annual leave must 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.

### **29.6 Payment and loading**

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

[29.6(a) varied by [PR994474](#) from 01Jan10]

- (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 normal hours, exclusive of overtime or other penalties or premiums, had they not been on leave; and
- (b) an additional loading of 17.5% of the employee's minimum weekly rate prescribed in clause 17—Minimum wages. Shiftworkers receive 17.5% or their shift penalties, whichever is greater.

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

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

## **31. Community service leave**

Community service leave is provided for in the NES.

## **32. Public holidays**

**32.1** Public holiday entitlements are provided for in the NES.

**32.2** Substitution of public holidays by agreement

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By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday

### **32.3 Payment for work on a public holiday**

If an employee works on any of the holidays arising from this clause or any day substituted for such holidays the employee must be paid at the rate of double time and one half of their ordinary rate of pay.

## **Schedule A—Transitional Provisions**

### **A.1 General**

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

**A.1.2** The provisions of this schedule cease to apply on 31 December 2014.

### **A.2 Ordinary hours of work**

**A.2.1** In Western Australia the provisions of clause 25.2(b) are to be:

- (b) between the hours of 5.30 am and 5.00 pm.

### **A.3 Shift allowances**

#### **A.3.1 New South Wales**

- (a) In New South Wales the 15% shift allowance provided in clause 25.7 is to be 33%.
- (b) In New South Wales the 15% and 30% shift allowances provided in clause 25.8 are to be both 33%.

#### **A.3.2 Victoria**

- (a) In Victoria the 15% shift allowance provided in clause 25.7 is to be 20%.
- (b) In Victoria the 15% and 30% shift allowances provided in clause 25.8 are to be both 25%.

#### **A.3.3 Queensland**

- (a) In Queensland the 15% shift allowance provided in clause 25.7 is to be 12.5%.
- (b) In Queensland the 15% and 30% shift allowances provided in clause 25.8 are to be both 15%.

### **A.4 Overtime**

**A.4.1** In Queensland the following provisions apply instead of those provided in clause 28.1:

#### **28.1 Payment**

Subject to clause 28.3 and 28.4, for all work performed by an employee outside of and/or in excess of their ordinary hours the employee must be paid at the rate of time and a half for the first three hours and double time thereafter; such double time to continue until the completion of the overtime worked.

## Schedule B—Classification Descriptors

[Sched B substituted by [PR994474](#)]

### B.1 Grade 1

A Grade 1 employee is an employee who is undertaking training to become competent in the Basic Quarry competency.

### B.2 Grade 2

A Grade 2 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties; and
- (c) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause C.1.

### B.3 Grade 3

A Grade 3 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties;
- (c) is competent in one core competency and performs it as required by the employer; and
- (d) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause C.1.

### B.4 Grade 4

A Grade 4 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties;
- (c) is competent in two core competencies and performs them as required by the employer; and
- (d) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause C.1.

### B.5 Grade 5

A Grade 5 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties;

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- (c) is competent in three core competencies and performs them as required by the employer; and
- (d) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause C.1.

### **B.6 Grade 6**

A Grade 6 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties; and
- (c) is competent in at least five core competencies and performs them as required by the employer.

## **Schedule C—Core Competencies**

### **C.1 Training**

#### **C.1.1 Structured Training and the AQTF**

All training will be structured competency based training (and assessment) and if requested by the employee or required by the employer the employee will complete structured training and assessment under the Australian Quality Training Framework, in accordance with nationally recognised training packages (aligned to the relevant core competencies in clause C.2 below) as approved by the Industry Skills Council, currently “SkillsDMC”.

This may require one or more packages to be completed for each core competency or element of a core competency.

#### **C.1.2 Training Programs**

An employer will prepare a training program for an employee in consultation with them that is consistent with their operational needs setting out:

- (a) any core competencies, in addition to those already held, to be acquired;
- (b) the process by which the employee will acquire them (Skills Recognition (formerly RCC or RPL), on the job training, off the job training, mentor program, etc); and
- (c) an indicative timetable for acquiring them.

### **C.2 Core Competencies**

The core competencies referred to in Schedule B and Schedule C, clause C.1 are set out in clauses C.2.1 to C.2.13 inclusive. Excluding the core competency set out in clause C.2.1, if an operation does not perform the work associated with a particular core competency it will not be used for the purposes of Schedule B—Classification Descriptors or Schedule C—Core Competencies, clause C.1.

#### **C.2.1 Basic Quarry Competency**

An employee must be competent in the following elements:

- (a) Work safely & follow OHS policies and procedures;
- (b) Conduct focal risk control;
- (c) Communicate in the workplace;
- (d) Contribute to quality work outcomes; and
- (e) Operate light vehicles.

#### **C.2.2 Crushing Plant Operation**

An employee must be competent in the following elements:

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- (a) Conduct crushing and screening plant operations;
- (b) Operate programmable logic control systems;
- (c) Operate medium vehicles; and
- (d) Conduct minor repairs and maintenance.

### **C.2.3 Front End Loader Operation**

An employee must be competent in the following elements:

- (a) Conduct face loader operations;
- (b) Conduct sales loader operations;
- (c) Service and handover front end loaders;
- (d) Operate medium vehicles;
- (e) Stockpile, load and dispatch product; and
- (f) Service quarry plant, vehicles and equipment.

### **C.2.4 Excavator Operation**

An employee must be competent in the following elements:

- (a) Conduct hydraulic shovel/excavators operations;
- (b) Service and handover of hydraulic shovel/excavators;
- (c) Operate medium vehicles; and
- (d) Service quarry plant, vehicles and equipment.

### **C.2.5 Haul Truck Operation (bin truck, water truck, off road haul truck)**

An employee must be competent in the following elements:

- (a) Conduct haul truck operations;
- (b) Conduct bulk water truck operations;
- (c) Service and handover of haul trucks;
- (d) Operate medium vehicles; and
- (e) Service quarry plant, vehicles and equipment.

### **C.2.6 Weighbridge Operation**

An employee must be competent in the following elements:

- (a) Conduct weighbridge operations; and
- (b) Conduct minor repairs and maintenance.

**C.2.7 Laboratory Operation**

An employee must be competent in the following elements:

- (a) Conduct Site Laboratory operations;
- (b) Conduct sampling operations; and
- (c) Conduct minor repairs and maintenance.

**C.2.8 Wash Plant Operation**

An employee must be competent in the following elements:

- (a) Conduct sand wash plant operations;
- (b) Operate programmable logic control systems;
- (c) Operate medium vehicles; and
- (d) Conduct minor repairs and maintenance.

**C.2.9 Drilling**

An employee must be competent in the following elements:

- (a) Conduct drilling operations;
- (b) Operate medium vehicles; and
- (c) Conduct minor repairs and maintenance.

**C.2.10 Shotfiring**

An employee must be competent in the following elements:

- (a) Conduct shotfiring operations;
- (b) Conduct blast survey;
- (c) Operate medium vehicles; and
- (d) Conduct minor repairs and maintenance.

**C.2.11 Quarry Development**

An employee must be competent in the following elements:

- (a) Conduct dozer operations;
- (b) Conduct scraper operations;
- (c) Conduct grader operations;
- (d) Operate medium vehicles; and
- (e) Service quarry plant, vehicles and equipment.

**C.2.12 Miscellaneous Support Equipment**

An employee must be competent in the following elements:

- (a) Conduct non slewing crane operations;
- (b) Conduct dogging operations;
- (c) Conduct gantry crane operations; and
- (d) Conduct minor repairs and maintenance.

**C.2.13 Dredge Operation**

An employee must be competent in the following elements:

- (a) Conduct dredge operations; and
- (b) Service quarry plant, vehicles and equipment.

## Schedule D—Supported Wage System

[Sched D varied by [PR994474](#), [PR998748](#)]

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

**D.2** In this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

[D.4.2 varied by [PR994474](#), [PR998748](#) ppc 01Jul10]

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

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

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

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

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

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

[D.6.1 varied by [PR994474](#) from 01Jan10]

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

[D.6.2 varied by [PR994474](#) from 01Jan10]

**D.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the

award is not a party to the assessment, the assessment will be referred by 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.

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

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

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

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

#### **D.9 Workplace adjustment**

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

#### **D.10 Trial period**

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

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

[D.10.3 varied by [PR994474](#), [PR998748](#) ppc 01Jul10]

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

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

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

## Schedule E—National Training Wage

[Sched E inserted by [PR994474](#), varied by [PR991917](#)]

### E.1 Title

This is the *National Training Wage Schedule*.

### E.2 Definitions

In this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

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

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

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

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

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

### **E.3 Coverage**

**E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix E1 to this schedule or by clause E.5.4 of this schedule.

**E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix E1 to this schedule.

**E.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.

**E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **E.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

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

## E.5 Minimum Wages

[E.5 substituted by [PR997917](#) ppc 01Jul10]

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

#### (a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 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 E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 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 E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

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

**(a) Wage Level A**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix E1 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
8.42	9.28

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

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

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

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
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 E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

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- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **E.5.3 Other minimum wage provisions**

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

### **E.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix E1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **E.6 Employment conditions**

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

## Appendix E1: Allocation of Traineeships to Wage Levels

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

### E1.1 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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<b>Training package</b>	<b>AQF certificate level</b>
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

**E1.2 Wage Level B**

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

### E1.3 Wage Level C

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