

# Storage Services and Wholesale Award 2010

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## Part 1—Application and Operation

### 1. Title

This award is the *Storage Services and Wholesale Award 2010*.

### 2. Commencement date

This award commences on 1 January 2010.

### 3. Definitions and interpretation

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

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

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

**employee** means a national system employee as defined in sections [13](#) and [30C](#) of the Act

**employer** means a national system employer as defined in sections [14](#) and [30D](#) of the Act

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

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

**standard rate** means the minimum weekly wage for a Storeworker grade 4 in clause 15.1

**steel distributing employee** means an employee working for an employer at a site in or in connection with receiving, unloading, storing, packing, sorting, handling, cutting material to order, preparation for dispatch, loading and dispatch of steel or any similar material

**storage services and wholesale industry** means the receiving, handling, storing, freezing, refrigerating, bottling, packing, preparation for sale, sorting, loading, dispatch, delivery, or sale by wholesale, of produce, goods or merchandise as well as activities and processes connected, incidental or ancillary

**wholesale** means the sale of commodities in large quantities other than to final consumers

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

## 4. Coverage

4.1 This industry award covers employers throughout Australia in the storage services and wholesale industry and their employees in the classifications listed in clause 14—Classifications.

4.2 Notwithstanding clause 4.1, the award does not cover:

- (a) an employer to the extent that the employer is covered by another modern award that contains classifications relating to functions included within the definition of the storage services and wholesale industry with respect to any employee who is covered by that award;
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) the *Road Transport and Distribution Award 2010*.

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

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

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

## 5. Access to the award and the National Employment Standards

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

## 6. The National Employment Standards and this award

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

## 7. Award flexibility

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

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

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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.

## **8. Facilitative provisions**

### **8.1 Agreement to vary award provisions**

- (a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.
- (b) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

### **8.2 Facilitation by individual agreement**

- (a) The following facilitative provisions can be utilised upon agreement between an employer and an employee:
  - (i) Travelling allowances;
  - (ii) Hours of work—ordinary hours;
  - (iii) Hours of work—days of the week;
  - (iv) Hours of work—spread of hours;
  - (v) Hours of work—normal rostered day off; and
  - (vi) Shiftwork—transfer to or from shiftwork.
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

### **8.3 Facilitation by majority agreement**

- (a) The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or part of it. Once such an agreement has been reached, the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:
  - (i) Payment of wages—electronic funds transfer;
  - (ii) Hours of work—ordinary hours;
  - (iii) Hours of work—days of week;
  - (iv) Hours of work—spread of hours;
  - (v) Hours of work—maximum number of hours; and

- (vi) Shift rosters.
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

## **Part 2—Consultation and Dispute Resolution**

### **9. Consultation regarding major workplace change**

#### **9.1 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.

#### **9.2 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 9.1, 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 9.1.
- (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.

### **10. Dispute resolution**

- 10.1** 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.

- 10.2** 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 10.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 10.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 10.4** 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.
- 10.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6** 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

### 11. Types of employment

#### 11.1 Engagement of employees

An employee is to be engaged as a full-time, a regular part-time, or a casual employee.

#### 11.2 Full-time employment

A full-time employee is one engaged and paid by the week.

#### 11.3 Part-time employment

- (a) An employer may employ part-time employees in any classification in this award.
- (b) A part-time employee is an employee who:
- (i) works fewer than full-time hours of 38 per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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- (c) At the time of engagement 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 each day.
- (d) Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 24—Overtime and penalty rates.
- (g) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (h) Commencement of part-time work and return from part-time to full-time work will not break the continuity of service or employment.
- (i) 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 11.4.

### **11.4 Casual employment**

- (a) A casual employee is one engaged and paid as such and will be guaranteed not less than four hours' engagement every start.
- (b) Casual work will be paid for at the ordinary wage rate with an addition of 25%.

## **12. Termination of employment**

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

### **12.2 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.

### **12.3 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.

### **13. Redundancy**

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

#### **13.2 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.

#### **13.3 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.

#### **13.4 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 12.3.

#### **13.5 Transitional provisions**

- (a) Subject to clause 13.5(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 made under the *Workplace Relations Act 1996* (Cth) 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 13.5 ceases to operate on 31 December 2014.

## Part 4—Minimum Wages and Related Matters

### 14. Classifications

The classifications under this award are set out in Schedule A—Classifications.

### 15. Minimum wages

#### 15.1 Minimum wage rates

The minimum wage rates of pay for a full-time adult employee are set out below:

| <b>Classification</b>      | <b>Minimum weekly rate</b> |
|----------------------------|----------------------------|
|                            | <b>\$</b>                  |
| Storeworker grade 1        |                            |
| On commencement            | 583.00                     |
| After 3 months             | 590.50                     |
| After 12 months            | 598.00                     |
| Storeworker grade 2        | 603.80                     |
| Storeworker grade 3        | 622.50                     |
| Storeworker grade 4        | 641.10                     |
| Wholesale employee level 1 |                            |
| On commencement            | 583.00                     |
| After 3 months             | 590.50                     |
| After 12 months            | 598.00                     |
| Wholesale employee level 2 | 603.80                     |
| Wholesale employee level 3 | 622.50                     |
| Wholesale employee level 4 | 641.10                     |

#### 15.2 Juniors

The minimum wage rate to be paid to junior employees is as follows:

| <b>Age</b>            | <b>Percentage of weekly wage for<br/>Storeworker grade 1 or<br/>Wholesale employee level 1</b> |
|-----------------------|--|
|                       | <b>%</b>   |
| Under 16 years of age | 40   |
| 16 years of age       | 50   |
| 17 years of age       | 60   |

| <b>Age</b> | <b>Percentage of weekly wage for<br/>Storeworker grade 1 or<br/>Wholesale employee level 1</b> |
|------------|--|
|------------|--|

%

18 years of age

70

19 years of age and over

The appropriate adult rate

**15.3 National training wage**

See Schedule B

**15.4 Supported wage system**

See Schedule B

**16. Allowances**

**16.1 Meal allowance**

An employee required to work overtime in excess of one hour after the usual finishing time will be paid an allowance of \$12.90. Provided that such meal allowance will not be payable to an employee who can reasonably return home for a meal.

**16.2 First aid allowance**

- (a) An employee, qualified to St John Ambulance standard or equivalent, if requested to act as the first aid attendant will be paid an allowance of 1.5% of the standard rate per week.
- (b) An employee, on being requested by the employer to obtain first aid attendant qualifications (St John Ambulance standard or equivalent) will, on attaining such qualification, be reimbursed by the employer for the cost of approved books/manuals and other approved out-of-pocket expenses associated with attending the first aid course.

**16.3 Travelling, transport and fares reimbursement**

- (a) An employee who on any day, or from day to day, is required to work at a job away from the employee's accustomed workshop or depot, will at the direction of the employer, present for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from the employee's home to such workshop or depot and returning), will be paid travelling time, and any fares reasonably incurred in excess of those normally incurred in travelling between home and such workshop or depot.
- (b) The rate of pay for travelling time will be at ordinary rates, except on Sundays and public holidays when it will be time and a half.

**16.4 Tools to be provided by employer**

If tools which employees are required to use in the course of their work are not provided by the employer, employees will be fully reimbursed for the cost of purchasing or supplying such tools.

**16.5 Protective clothing and uniforms reimbursement**

(a) In respect of:

- (i) any person employed in a paint manufacturer's store; or
- (ii) any employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing;

the employer will reimburse an employee for the cost of purchasing overalls. This will not apply where the employer provides the overalls.

- (b) Where an employer requires an employee to wear any special uniform, dress or clothing, such uniform, dress or clothing will either be supplied and laundered by the employer, or the employer will reimburse the employee for the cost of laundering and purchase of such clothing.
- (c) Where it is agreed between the employer and the employee that the work normally performed by the employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing and/or footwear will be supplied by the employer, or else the employer will reimburse the employee for the cost of such protective clothing and footwear.

**16.6 Damaged personal effects allowance**

- (a) An employer will reimburse an employee for the replacement or repair of the employee's dentures and/or prescription spectacles which are damaged or destroyed in the course of the employee's ordinary duties, other than through the employee's own negligence, up to a maximum of \$591.55 for each set of dentures and/or spectacles.
- (b) Provided that the employer may require the employee to provide a statutory declaration setting out the circumstances of the damage or destruction and supporting evidence of the value of the item damaged or destroyed will be provided by the employee.

**16.7 Cold temperatures**

Employees required to work in cold temperatures will be paid the rates prescribed in clause 15—Minimum wages of this award with additional rates as follows:

- (a) from -15.6°C (4°F) down to -18.9°C (-2°F)—0.1% of the standard rate per hour or part thereof;
- (b) less than -18.9°C (-12°F) down to -23.3°C (-10°F)—0.15% of the standard rate per hour or part thereof; or
- (c) less than -23.3°C (-10°F)—0.2% of the standard rate per hour or part thereof.

## 16.8 Adjustment of expense related allowances

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

| <b>Allowance</b>                   | <b>Applicable Consumer Price Index figure</b> |
|------------------------------------|---|
| Meal allowance                     | Take away and fast foods sub-group            |
| Damaged personal effects allowance | Health group                                  |

## 17. District allowances

### 17.1 Northern Territory

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

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

### 17.2 Western Australia

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

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

### 17.3 This clause ceases to operate on 31 December 2014.

## **18. Accident pay**

**18.1** Subject to clause 18.2, an employee is entitled to accident pay in accordance with the terms of:

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

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

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

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

## **19. Higher duties**

**19.1** Where a weekly employee performs work temporarily at a classification higher than that under which the employee is engaged or deemed to be working, the employee will be paid as follows:

- (a) Up to three hours on any one day—the rate prescribed for such higher classification with a minimum of one hour.
- (b) Over three hours on any one day—a full day's pay at the rate prescribed for such higher classification.
- (c) Over 20 hours in any one week—a full week's pay at the rate prescribed for such higher classification.

**19.2** A weekly employee must not suffer any reduction in wages during any week by reason of the employee performing work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.

## **20. Payment of wages**

### **20.1 Period of payment**

Wages must be paid weekly or fortnightly.

### **20.2 Method of payment**

Wages must be paid by cash or cheque during working hours or by electronic funds transfer into the employee's bank or other recognised financial institution account.

### **20.3 Payment of wages on termination of employment**

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

### **20.4 Public holiday or day off coinciding with pay day**

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the day being a public holiday or of the arrangement of the employee's ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid on the working day preceding pay day.

## **21. Superannuation**

### **21.1 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.

### **21.2 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.

### **21.3 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 21.2.
- (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 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

## **21.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds:

- (a) AustralianSuper;
- (b) Labour Union Co-operative Retirement Fund (LUCRF);
- (c) TasPlan;
- (d) Sunsuper;
- (e) CARE;
- (f) REST; or
- (g) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

## **Part 5—Hours of work and related matters**

### **22. Hours of work**

#### **22.1 Ordinary hours of work—day workers**

- (a) The ordinary hours of work will be an average of 38 hours per week Monday to Friday inclusive, spread over a period of four weeks.
- (b) The ordinary hours will be worked on four or five days of not more than eight hours (Monday to Friday inclusive) each continuously, except for meal breaks, at the discretion of the employer.
- (c) An employee may work up to 10 ordinary hours in a day, subject to agreement between the employer and the majority of employees concerned or between the employee and the employer.
- (d) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned or between the employee and the employer.
- (e) The method of implementation of ordinary hours as specified in this award over a period of four weeks may be by employees working less than eight ordinary hours on one or more days a week or by rostering employees off on days of the week during a particular work cycle so that each employee has one day off during that work cycle.

**22.2 Spread of hours**

- (a) Ordinary hours will be worked between 7.00 am and 5.30 pm.
- (b) The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or between the employee and the employer.

**22.3 Changing ordinary hours of work**

An employer will not alter the starting and finishing times in any establishment without giving one week's notice.

**22.4 Rostered days off**

- (a) Where a system of working is adopted to allow one rostered day off in each four weeks an employee will not be entitled to more than 12 such rostered days off in any 12 month period.

**(b) Notice of rostered days off**

Where, by virtue of the arrangement of the employee's ordinary working hours, an employee is entitled to a rostered day off, such employee will be advised by the employer at least four weeks in advance of the weekday the employee is to take off.

**(c) Flexibility in relation to rostered days off**

An individual employee, with the agreement of the employer may substitute the day the employee is to take off for another day.

**(d) Rostered days off—substitute days**

Notwithstanding clause 22.4(b), an employer with the agreement of the majority of employees concerned may substitute a rostered day off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

**22.5 Make-up time**

- (a) An employee may elect, with the consent of the employer, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.
- (b) An employee on shiftwork may elect, with the consent of the employee's employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.
- (c) On each occasion that the employee elects to use this provision the resulting agreement will be recorded at the time when the agreement is made.

## **23. Breaks**

### **23.1 Time for taking meal breaks**

- (a) No employee will be required to work longer than five hours without a break for a meal, not less than 30 minutes or more than one hour in duration.
- (b) Where a meal break is to be taken immediately prior to or during a period of overtime, it will not exceed one hour in duration.

### **23.2 Rest period**

A rest break of 10 minutes each morning and afternoon will be granted to all employees. Such rest break is to be counted as time worked and taken at a time fixed by the employer, provided that the rest break will not be granted within one hour of normal commencement or cessation of work or within one hour either side of a meal break.

## **24. Overtime and penalty rates**

### **24.1 Payment for overtime**

All time worked by an employee in excess of or outside the ordinary hours of work prescribed by this award will be paid at the rate of time and a half for the first two hours and double time after that.

### **24.2 Calculation of overtime**

For the purpose of this clause:

- (a) each day or shift worked will stand alone;
- (b) **day** means all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;
- (c) **Saturday** means all the time between midnight Friday and midnight Saturday; and
- (d) **Sunday** means all the time between midnight Saturday and midnight Sunday.

### **24.3 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.
- (b) Overtime taken as time off during ordinary working hours will be taken at the ordinary time rate; that is, one hour for each hour worked.

### **24.4 Rest period after overtime**

- (a) Wherever reasonably practicable overtime will be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.

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- (b) Where an employee works so much overtime that there are fewer than 10 hours between finishing overtime on one day and commencing ordinary work on the next day, the employee will be released until the employee has had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the employer, an employee resumes work or continues work without having had 10 consecutive hours off duty, the employee will be paid at the rate of double time until released from duty and will then be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 24.5 Penalty rates for weekends and public holidays

#### (a) Saturdays

- (i) All time worked on a Saturday must be paid for at the rate of time and a half.
- (ii) An employee required to work overtime on a Saturday must be afforded at least three hours' work or must be paid for three hours at the appropriate rate, except where such overtime is worked immediately prior to or at the conclusion of ordinary hours of work.

#### (b) Sundays

- (i) All time worked on a Sunday must be paid for at the rate of double time.
- (ii) An employee required to work overtime on a Sunday must be afforded at least four hours' work or must be paid for four hours at the appropriate rate, except where such overtime is worked immediately prior to or at the conclusion of ordinary hours of work.

#### (c) Public holidays

- (i) All work performed on any of the holidays prescribed or substituted must be paid for at the rate of double time and a half.
- (ii) An employee required to work on a public holiday will be afforded at least four hours' work or be paid for four hours at the appropriate rate.

### 24.6 Call-back

#### (a) Mondays to Fridays

An employee called back to work after the employee has left work for the day must be paid for a minimum of four hours' work calculated at the appropriate rate for each time the employee is called back.

#### (b) Saturdays

An employee called back to work after 12 noon on a Saturday must be paid for a minimum of four hours' work calculated at the rate of double the appropriate rate.

(c) **Sundays**

An employee called back to work on a Sunday must, for the first call-back, be paid for a minimum of four hours' work at the rate of double the appropriate rate. Each subsequent call-back must be paid at the rate of double time for the actual time worked.

**25. Shiftwork**

**25.1 Definitions**

- (a) **Early morning shift** means a shift commencing between 2.00 am and 7.00 am.
- (b) **Afternoon shift** means a shift finishing after 6.00 pm and at or before midnight.
- (c) **Night shift** means a shift finishing after midnight and at or before 8.30 am.
- (d) By agreement between the employer and the majority of employees in the workplace or a section or sections of it, the span of hours over which afternoon shift may be worked may be altered by up to one hour at either end of the span.

**25.2 No requirement to work shift**

Employees employed as day shift employees must not be required to work afternoon shift in the absence of the employee's specific agreement. Afternoon shift will be worked by the employees engaged specifically for this purpose, or by volunteers from day shift. Employees must not be discriminated against in any way for not volunteering to work a particular shift.

**25.3 Hours of work**

- (a) The ordinary hours of work of shiftworkers will average 38 per week as provided in clause 22.1 and must not exceed 152 in any work cycle; and
- (b) except as provided in clause 25.3(c) will not exceed:
  - (i) eight hours in one day;
  - (ii) 38 hours in any one week;
  - (iii) 76 hours in any 14 consecutive days;
  - (iv) 114 hours in any 21 consecutive days; or
  - (v) 152 hours in any 28 consecutive days.
- (c) The ordinary hours for shift employees may be worked between Monday and midnight Friday, inclusive, (subject to clause 25.1(c)) and will be worked on four or five days of not more than eight hours (Monday to Friday inclusive) each continuously, except for meal breaks, at the discretion of the employer. An employee may work up to 10 ordinary hours in a day, subject to agreement between the employer and the majority of employees in the workplace or a section or sections of it. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees in the workplace or a section or sections of it.

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- (d) Where agreement is reached in accordance with clause 25.3(c), the minimum rate to be paid for a shiftworker for ordinary time worked between midnight on Friday and midnight on Saturday will be time and a half.
- (e) Where agreement is reached in accordance with clause 25.3(c), the minimum rate to be paid for a shiftworker for ordinary time worked between midnight on Saturday and midnight on Sunday will be double time.
- (f) The extra rates in clause 25.3(d) and clause 25.3(e) are in substitution for and not cumulative upon the shift penalties.

### 25.4 Shift allowances

- (a) An employee while on early morning shift will be paid for such shift 12.5% more than the employee's ordinary rate.
- (b) An employee while on afternoon shift will be paid for such shift 15% more than the employee's ordinary rate.
- (c) An employee while on night shift will be paid for such shift 30% more than the employee's ordinary rate.
- (d) Employees required to work ordinary shifts on a public holiday will be paid in accordance with clause 24.5(c), instead of their shift penalty.

### 25.5 Setting and alteration of shift roster

The employer will roster shifts at least 48 hours in advance and such roster will show the commencement and finishing time of each shift. Such times having been set may be altered:

- (a) by agreement between the employer and employee; or
- (b) by the employer with the provision of 24 hours' notice in cases of changes necessitated by circumstances outside the control of the employer.

## Part 6—Leave and Public Holidays

### 26. Annual leave

26.1 Annual leave is provided for in the NES.

26.2 The employer will pay each employee in advance before the commencement of the employee's annual leave the employee's ordinary pay for the holiday period together with the applicable loading.

### 26.3 Definition of shiftworker

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

- (b) Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

#### **26.4 Applicable loading**

- (a) The rate of pay for annual leave is the employee's rate of pay at the time the employee takes the annual leave, plus 17.5% of that rate or the relevant weekend penalty rates, whichever is greater but not both.
- (b) In the case of a shiftworker, where the employee would have received shift loadings had the employee not been on leave during the relative period, and such loadings would have entitled such employee to a greater amount than the 17.5% loading, then the shift loadings will be added to the employee's ordinary pay instead of the annual leave loading.

#### **26.5 Annual close down**

Where an employer intends temporarily to close (or reduce to nucleus) any establishment or a section thereof for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer may give one month's notice in writing to such employees (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this clause; and thereupon:

- (a) any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure;
- (b) any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment; and
- (c) the next 12 monthly qualifying period of employment for every such employee will commence from the date of closing.

In this clause **date of closing** in relation to each employee means the first day of annual leave or leave pursuant to this clause.

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

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

### **28. Community service leave**

Community service leave is provided for in the NES.

**29. Public holidays**

**29.1** Public holidays are provided for in the NES. These provisions are in addition to those provided for in the NES.

**29.2 Substitution of certain public holidays by agreement at the enterprise**

- (a) An employer and their employees may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (b) An agreement pursuant to clause 29.2 must be recorded in writing and be available to every affected employee.

**29.3 Rostered day off falling on a public holiday**

- (a) An employee who by the circumstances of the arrangement of their ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause, will be granted an alternative day off to be determined by mutual agreement between the employer and the employee.
- (b) If mutual agreement is not reached then clause 10—Dispute resolution will apply.

## **Schedule A—Classifications**

### **A.1 Storeworker grade 1**

#### **A.1.1 Point of entry**

New employee.

#### **A.1.2 Skills/duties**

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
  - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
  - (ii) preparation and receipt of appropriate documentation including liaison with suppliers;
  - (iii) allocating and retrieving goods from specific warehouse areas;
  - (iv) basic operation of computer terminal or similar equipment;
  - (v) periodic stock-checks;
  - (vi) responsible for housekeeping in own work environment; and
  - (vii) use of non-licensed material handling equipment.

#### **Steel Distributing employees:**

- (viii) maintaining the work area housekeeping;
- (ix) assisting etc. (basic);
- (x) crane chasing (basic);
- (xi) crane operating (basic);
- (xii) fork-lift driving (basic);
- (xiii) manual strapping and packing;
- (xiv) receiving goods, assembling orders, picking for processing (basic);
- (xv) ensuring good order of equipment (maintenance, trouble shooting) (basic);

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- (xvi) handling paperwork;
- (xvii) setting up and operating a simple machine (saw, cropper, punch, straightline cutter); and
- (xviii) driving A (trucks, non-articulated vehicles up to 4.5 tonnes, GVM).

### A.2 Storeworker grade 2

#### A.2.1 Points of entry

- (a) Storeworker grade 1.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

#### A.2.2 Skills/duties

- (a) Able to understand detailed instructions and work from procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Indicative of the tasks which an employee at this level may perform are the following:
  - (i) licensed operation of all appropriate materials handling equipment;
  - (ii) use of tools and equipment within the warehouse (basic non-trades maintenance); and
  - (iii) computer terminal operation at a level higher than that of an employee at Storeworker grade 1.

#### **Steel Distributing employees:**

- (iv) driving B (trucks);
- (v) crane chasing (advanced);
- (vi) crane operating (advanced);
- (vii) fork-lift driving (advanced);
- (viii) receiving goods, assembling orders, picking for processing (advanced);
- (ix) assisting (advanced);
- (x) ensuring good order of equipment (maintenance, trouble shooting) (advanced); and
- (xi) setting up and operating a mid-range machine (automatic saw, guillotine).

### **A.3 Storeworker grade 3**

#### **A.3.1 Points of entry**

- (a) Storeworker grade 2.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

#### **A.3.2 Skills/duties**

- (a) Understands and is responsible for quality control standards.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Competent keyboard skills.
- (d) Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- (e) May perform work requiring minimal supervision either individually or in a team environment.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
  - (i) use of a computer terminal for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc. at a level higher than grade 2;
  - (ii) operation of all materials handling equipment under licence;
  - (iii) development and refinement of a store layout including proper location of goods and their receipt and dispatch; and
  - (iv) employee who is responsible for the supervision of and the responsibility for the conduct of work of up to 10 employees.

#### **Steel Distributing employees:**

- (v) setting up and operating a complex machine (plasma cutter, profile cutter); and
- (vi) driving C (trucks).

### **A.4 Storeworker grade 4**

#### **A.4.1 Points of entry**

- (a) Storeworker grade 3.
- (b) Proven and demonstrated skills to the level required of this grade.

#### **A.4.2 Skills/duties**

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for a warehouse or a large section of a warehouse.
- (c) Highly developed level of interpersonal and communication skills.
- (d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- (e) Exercises discretion within the scope of this grade.
- (f) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- (g) Indicative of the tasks which an employee at this level may perform are the following:
  - (i) liaising with management, suppliers and customers with respect to stores operations;
  - (ii) detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of 10 storeworkers; and
  - (iii) maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc.

#### **Steel Distributing employees:**

- (iv) setting up and operating a very complex machine (NC plasma cutter, NC profile cutter, slitter, shearline).

#### **A.5 Wholesale employee level 1**

**A.5.1** An employee performing one or more of the following functions at a wholesale establishment:

- (a) the receiving and preparation for sale and/or display of goods;
- (b) the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
- (c) the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;
- (d) the sale or hire of goods by any means;
- (e) the receiving, arranging or making payment by any means;
- (f) the recording by any means of a sale or sales;
- (g) the wrapping or packing of goods for dispatch and the dispatch of goods;
- (h) the delivery of goods;

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- (i) loss prevention;
- (j) demonstration of goods for sale;
- (k) the provision of information, advice and assistance to customers;
- (l) the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; and/or
- (m) work which is incidental to or in connection with any of the above.

**A.5.2** Wholesale employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning

### **A.6 Wholesale employee level 2**

**A.6.1** An employee performing work at a wholesale establishment at a higher skill level than a Wholesale employee level 1.

**A.6.2** Indicative job titles which are usually within the definition of a Wholesale employee level 2 include:

- (a) Fork-lift operator;
- (b) Ride-on equipment operator.

### **A.7 Wholesale employee level 3**

**A.7.1** An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 2.

**A.7.2** Indicative of the tasks which might be required at this level are the following:

- (a) supervisory assistance to a designated section manager or team leader;
- (b) opening and closing of premises and associated security; or
- (c) security of cash.

### **A.8 Wholesale employee level 4**

**A.8.1** An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 3.

**A.8.2** Indicative of the tasks which might be required at this level are the following:

- (a) management of a defined section/department;
- (b) supervision of staff;
- (c) stock control; or
- (d) buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.

**Schedule B—National Training Wage**

## Schedule C—Supported Wage System

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

**C.2** In this schedule:

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

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

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

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

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

### **C.3 Eligibility criteria**

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

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

## **C.4 Supported wage rates**

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

| <b>Assessed capacity (clause C.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                           |

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

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

## **C.5 Assessment of capacity**

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

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

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

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

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

## **C.7 Review of assessment**

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

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

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

## **C.9 Workplace adjustment**

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

## **C.10 Trial period**

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

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

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

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

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