

REVISED PLAIN LANGUAGE EXPOSURE DRAFT

Clerks—Private Sector Award 2017

This plain language exposure draft has been prepared by staff of the Fair Work Commission based on the **Clerks—Private Sector Award 2010** (the Clerks Award) as at 3 February 2017. This exposure draft does not seek to amend any entitlements under the Clerks Award. It has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques to award-specific provisions.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matters [AM2016/15](#) and [AM2014/219](#). Additionally, a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation of this award

1. Title and commencement

- 1.1 This is the Clerks—Private Sector Award [2017].
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 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 this award.
- 1.4 On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. Definitions

In this award:

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

afternoon shift, see clause 27.1(a) (Shiftwork definitions).

clerical work includes recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard and attending a reception desk and administrative work of a clerical nature.

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

employee means a national system employee as defined by section 13 of the [Act](#).

employer means a national system employer as defined by section 14 of the [Act](#).

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009](#) (Cth).

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

Fair Work Regulations means the *Fair Work Regulations 2009* (Cth).

minimum hourly rate means the minimum hourly rate prescribed in clause 16—Minimum rates

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

National Employment Standards, see Part 2-2 of the [Act](#). Divisions 3 to 12 of Part 2-2 of the [Act](#) constitute the *National Employment Standards*. An extract of section 61 of the [Act](#) is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);
- (e) personal/carer's leave and compassionate leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

night shift, see clause 27.1(b) (Shiftwork definitions).

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

permanent night shift, see clause 27.1(c) (Shiftwork definitions).

shiftworker means an employee to whom Part 6—Shiftwork applies.

standard rate means the minimum weekly wage for a **Level 2, Year 1** in clause 16.1 (Minimum rates).

State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

Table 1—Facilitative provisions means the Table in clause 7.2.

Table 2—Entitlements to rest break(s) means the Table in clause 15.1.

Table 3—Minimum rates means the Table in clause 16.1.

Table 4—Junior rates means the Table in clause 16.4.

Table 5—Overtime rates for employees other than shiftworkers means the Table in clause 24.4.

Table 6—Penalty rates for shiftwork means the Table in clause 28.1.

Table 7—Overtime rates for shiftwork means the Table in clause 31.1.

3. The National Employment Standards and this award

- 3.1** The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2** Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3** The employer must ensure that copies of this award and of the [NES](#) are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1** This occupational award covers:
- (a) private sector employers throughout Australia in relation to employees wholly or principally engaged in clerical work described in Schedule A—Classification Structure and Definitions; and
 - (b) private sector employees of employers mentioned in paragraph (a) who are wholly or principally engaged in clerical work described in Schedule A—Classification Structure and Definitions.
- 4.2** However, this occupational award does not cover employers covered by any of the following modern awards that contain clerical classifications in relation to employees covered by the award:
- (a) *Aged Care Award 2016*; or
 - (b) *Airline Operations—Ground Staff Award 2016*; or
 - (c) *Airport Employees Award 2016*; or
 - (d) *Alpine Resorts Award 2016*; or
 - (e) *Animal Care and Veterinary Services Award 2016*; or
 - (f) *Banking, Finance and Insurance Award 2016*; or
 - (g) *Black Coal Mining Industry Award 2016*; or
 - (h) *Business Equipment Award 2016*; or
 - (i) *Contract Call Centres Award 2016*; or
 - (j) *Educational Services (Post-Secondary Education) Award 2016*; or
 - (k) *Educational Services (Schools) General Staff Award 2016*; or
 - (l) *Fitness Industry Award 2016*; or

- (m) *General Retail Industry Award 2016*; or
- (n) *Health Professionals and Support Services Award 2016*; or
- (o) *Higher Education Industry—General Staff—Award 2016*; or
- (p) *Hospitality Industry (General) Award 2016*; or
- (q) *Legal Services Award 2016*; or
- (r) *Market and Social Research Award 2016*; or
- (s) *Rail Industry Award 2016*; or
- (t) *Restaurant Industry Award 2016*; or
- (u) *Sporting Organisations Award 2016*; or
- (v) *Telecommunications Services Award 2016*.

4.3 This occupational award also covers:

- (a) on-hire employees working in a classification defined in Schedule A—Classification Structure and Definitions and the on-hire employers of those employees if the employee is not covered by another modern award containing a classification that is most appropriate to the work performed by the employee; and
- (b) trainees employed by a group training employer and hosted by an employer covered by this award working in a classification defined in Schedule A—Classification Structure and Definitions and the group training employers of those trainees.

4.4 However, this occupational award does not cover any of the following:

- (a) employees excluded from award coverage by the [Act](#); or
NOTE: See section 143(7) of the [Act](#).
- (b) employees covered by a modern enterprise award or an enterprise instrument; or
- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or
- (d) employers in relation to employees mentioned in paragraphs (b) or (c).

4.5 If an employer is covered by more than one award, an employee of the employer who is engaged wholly or principally in clerical work is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.

5. Effect of variations made by the Fair Work Commission

A variation to this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award.

6. Individual flexibility arrangements

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

7. Facilitative provisions for flexible working practices

7.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee, or the majority of employees, on how specific award provisions are to apply at the workplace.

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision	Agreement between an employer and:
13.6	Altering spread of hours	an individual or the majority of employees
13.10	Make-up time	an individual
14.5(a)	Substitution of rostered days off	an individual
14.6(a)	Banking rostered days off	an individual
0	Monthly pay periods	an individual or the majority of employees
26.1	Time off instead of payment for overtime	an individual
29.1(b)	Shiftwork—averaging ordinary hours	the majority of employees
29.4	Shiftwork—beginning and end of shifts	an individual
29.5	Shiftwork—make-up time	an individual
32	Shiftwork—time off instead of payment for overtime	an individual
34.4	Annual leave in advance	an individual
37.3	Substitution of public holidays	the majority of employees

Part 2—Types of Employment and Classifications

8. Types of employment

An employee covered by this award must be one of the following:

- 8.1 a full-time employee; or
- 8.2 a part-time employee; or
- 8.3 a casual employee.

9. Full-time employment

Each of the following is a full-time employee:

- 9.1 an employee who is engaged to work 38 ordinary hours per week; or
- 9.2 an employee who is engaged to work the number of ordinary hours (fewer than 38) per week that is considered full-time at the workplace by the employer.

NOTE: The number of ordinary hours worked per week by a full-time employee may be averaged over a period of up to 4 weeks or over an agreed roster period. See clause 13.4 (Ordinary hours of work).

10. Part-time employment

Part-time provisions will be considered in common issue proceedings in matter [AM2014/196](#). Plain language draft subclauses can be revised/generated following a Full Bench determination of these matters.

- 10.1 An employee who is engaged to work for fewer ordinary hours than 38 per week (or the number mentioned in clause 9.2 (Full-time employment)) and whose hours of work are reasonably predictable is a part-time employee.
- 10.2 This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.
- 10.3 A part-time employee is entitled to payments in respect of annual leave and personal/carer's leave on a proportionate basis.
- 10.4 At the time of engaging a part-time employee, the employer and employee must agree in writing to all of the following:
 - (a) the number of hours to be worked each day; and
 - (b) the days of the week on which the employee will work; and
 - (c) the times at which the employee will start and finish work each day.

Clauses 10.5 and 10.6 have been re-drafted with reference to a [submission](#) made by the ASU during the 2008 award modernisation process (see paras 98–100). Parties are asked to confirm whether the re-drafted clauses accurately reflect the intention of current modern

award clause 11.4.

- 10.5** Changes to the number of hours to be worked under clause 10.4(a) must be agreed in writing between the employer and employee.
- 10.6** The days worked under clause 10.4(b) may be changed by the employer by giving the employee 7 days' notice of the change.
- 10.7** An employer must roster a part-time employee on any shift for a minimum of 3 consecutive hours.
- 10.8** All time worked in excess of the number of ordinary hours agreed under clause 10.4 or varied under clause 10.5 is overtime and must be paid at the overtime rate in accordance with clause 24—Overtime (employees other than shiftworkers).

11. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

- 11.1** An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee.
- 11.2** An employer must pay a casual employee for each ordinary hour worked a loading of **25%** on top of the minimum hourly rate otherwise applicable under clause 16—Minimum rates.
- NOTE: The casual loading is payable instead of other entitlements (such as entitlement to paid leave) from which casuals are excluded by the terms of this award and the [NES](#). See Part 2-2 of the [Act](#).
- 11.3** An employer may determine the pay period of a casual employee as being weekly, fortnightly or at the end of each engagement.
- 11.4** An employer must pay a casual employee for a minimum of 3 hours' work on each engagement even if they are rostered to work for fewer than 3 consecutive hours.

12. Classifications

- 12.1** An employer must classify an employee covered by this award in accordance with Schedule A—Classification Structure and Definitions.

NOTE: The minimum wages applicable to the classifications in this award are in clause 16—Minimum rates.

- 12.2** The classification by the employer must be based on the competencies that the employee is required to have, and skills that the employee is required to exercise, in order to carry out the principal functions of the employment.
- 12.3** Employers must notify employees in writing of their classification and of any change to it.

Part 3—Hours of Work

13. Ordinary hours of work (employees other than shiftworkers)

13.1 Clause 13 applies to employees other than shiftworkers.

NOTE: Ordinary hours of work for for shiftworkers are set out in Part 6—Shiftwork.

13.2 Ordinary hours of work per week for a full-time employee are as set out in clause 9—Full-time employment .

13.3 Ordinary hours of work per week for a part-time employee are as agreed under clause 10—Part-time employment.

13.4 The maximum number of ordinary hours that can be worked in a week by an employee is an average of:

- (a) 38 hours per week over a period of up to 4 weeks; or
- (b) 38 hours per week over a roster period agreed between the employer and the employee.

13.5 Ordinary hours may be worked between:

- (a) 7.00 am and 7.00 pm Monday to Friday; and
- (b) 7.00 am and 12.30 pm on Saturday.

13.6 The spread of ordinary hours in clause 13.5 may be altered by up to one hour at either end:

- (a) by agreement between the employer and the majority of employees concerned; or
- (b) by individual agreement between the employer and the employee.

Parties are asked to confirm whether the spread of hours can be increased by one hour at both ends.

13.7 Setting ordinary hours by a different award

(a) Clause 13.7 applies if each of the following applies:

- (i) one or more employees covered by this award work in association with other employees covered by a different modern award; and
- (ii) the majority of employees at the workplace are covered by a modern award that sets a spread of hours other than that set out in clause 13.5.

(b) The employer may direct employees in paragraph (a)(i) to work the spread of ordinary hours in the modern award that covers the majority of employees at the workplace.

EXAMPLE: An employee covered by this award works in association with employees who are covered by an award that sets ordinary hours of work between 5.30 am and 6.30 pm Monday to Friday. The award that sets ordinary hours of work

between 5.30 am and 6.30 pm Monday to Friday covers the majority of employees at the workplace. The employer may direct the employee to work ordinary hours between 5.30 am and 6.30 pm Monday to Friday (rather than the spread set out in clause 13.5).

- 13.8 Ordinary hours of work are continuous, except for rest breaks and meal breaks as specified in clause 15—Breaks (employees other than shiftworkers).
- 13.9 The maximum number of ordinary hours that can be worked on any day is 10, excluding unpaid meal breaks.
- 13.10 The employer and an employee may agree that the employee may take time off during ordinary hours and make up that time by working at another time during ordinary hours.

14. Rostered days off (employees other than shiftworkers)

- 14.1 The following rostering arrangements apply to employees who are not engaged on shifts, as defined in clause 27—Application of Part.

NOTE: Rostering arrangements for employees engaged to work on shifts are set out in Part 6—Shiftwork.

- 14.2 An employer may roster employees according to a rostered day off system in such a way that employees:
 - (a) work longer hours each day as part of the ordinary hours of duty; and
 - (b) take a day off at some later time.
- 14.3 An employee who works on a rostered day off basis on a 20 day roster cycle over a 12 month period is entitled to 12 rostered days off over that period.
- 14.4 The employer must give the employee 4 weeks' notice of the day the employee is to take as a rostered day off.
- 14.5 **Substitution of rostered days off**
 - (a) With the agreement of the employer, an employee may substitute their scheduled rostered day off for another day.
 - (b) The employer may substitute another day for a rostered day off in any of the following circumstances:
 - (i) a machinery breakdown; or
 - (ii) an electrical power shortage or breakdown; or
 - (iii) an unexpected spike in the work required to be performed by the business; or
 - (iv) another emergency situation.

14.6 Banking rostered days off

- (a) The employer and an employee may agree to an arrangement under which the employee works on their normal rostered days off and accumulates up to 5 banked rostered days off that may be taken at times that are convenient to both the employer and employee.
- (b) The employer must keep a record of the employee's banked rostered days off.
- (c) The employee must give at least 5 days' notice before taking a banked rostered day off.
- (d) On the termination of an employee's employment, the employer must pay an employee for any banked rostered day off that has not been taken an amount equal to **20%** of the employee's average weekly wages over the period of 6 months immediately before the termination.

14.7 Payment of wages under a banking system

- (a) Employees who work weekly hours under a rostered day off system in clause 14—Rostered days off (employees other than shiftworkers) must be paid according to the average number of hours worked.

EXAMPLE: A full-time employee who works 8 hours per day over 20 working days and takes a regular rostered day off is entitled to be paid according to the regular 38 hour week to avoid fluctuating wage payments.

- (b) No additional penalty payments are payable for working more than the average number of hours per week as a result of working on a rostered day off under the banking system.
- (c) No reduction in payment is to be made for working less than the average number of hours per week for banked rostered days off taken in a roster cycle but an employee must be paid according to the average pay system during any week the employee elects to take a banked rostered day off.

15. Breaks (employees other than shiftworkers)

- 15.1** Clause 15 applies to employees other than shiftworkers and gives them an entitlement to meal breaks and rest breaks.

NOTE: Breaks for shiftworkers are set out in Part 6—Shiftwork.

- 15.2** An employee who is required to work the number of hours on any one day specified in an item of column 1 of **Table 2—Entitlements to rest break(s)** is entitled to a break or breaks as specified in column 2.

Table 2—Entitlements to rest break(s)

Column 1 Hours worked	Column 2 Breaks
More than 3 but not more than 8 ordinary hours	One 10 minute paid rest break (to be taken at a time determined by the employer)
More than 8 ordinary hours	Two 10 minute paid rest breaks (to be taken at a time determined by the employer)
More than 4 hours overtime on a Saturday morning	One 10 minute paid rest break

15.3 An employee who works more than 5 hours at a time is entitled to one 30 to 60 minute unpaid meal break, to be taken within the first 5 hours of work and within 5 hours after resuming work after a meal break.

15.4 An employer must pay an employee who is required to work through their meal break **200%** of the minimum hourly rate until a meal break is allowed.

NOTE: Where suitable to business requirements, the employer may arrange for an employee who is entitled to 2 paid rest breaks to take one rest break before, and one rest break after, their unpaid meal break.

Part 4—Wages and Allowances

16. Minimum rates

16.1 An employer must pay an employee who is 21 years of age or older the minimum hourly rate specified in column 3 (or for a full-time employee the minimum weekly rate specified in column 2) in accordance with the employee classification specified in column 1 of **Table 3—Minimum rates**.

NOTE 1: Provisions for calculating rates for an employee aged under 21 years are at clause 16.4—Junior employees.

Table 3—Minimum rates

Column 1 Classification	Column 2 Minimum weekly rate	Column 3 Minimum hourly rate
Level 1		
Year 1	\$738.80	\$19.44
Year 2	\$775.40	\$20.41
Year 3	\$799.60	\$21.04
Level 2		
Year 1	\$809.10	\$21.29
Year 2	\$824.10	\$21.69

Column 1 Classification	Column 2 Minimum weekly rate	Column 3 Minimum hourly rate
Level 1		
Level 3	\$854.60	\$22.49
Call centre principal customer contact specialist	\$860.60	\$22.65
Level 4	\$897.40	\$23.62
Level 5	\$933.80	\$24.57
Call centre technical associate	\$1,022.90	\$26.92

NOTE 2: Provisions for calculating rates for casual employees are at clause 11—Casual employment.

NOTE 3: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including casual, overtime, penalty and shiftwork rates.

16.2 In calculating years for the purposes of **Table 3—Minimum rates**, any service in the classification level, as described in Schedule A—Classification Structure and Definitions, including administrative and clerical experience with a previous employer, counts towards a year of service.

16.3 If required by their employer, an employee must provide reasonable evidence to verify their service as mentioned in clause 16.2.

16.4 Junior employees

An employer must pay an employee who is aged as specified in column 1 of **Table 4—Junior rates**, at least at the percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 3—Minimum rates**:

Table 4—Junior rates

Column 1 Age	Column 2 % of minimum rates
Under 16 years of age	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay for junior employees including overtime and penalties.

17. Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D— Supported Wage System.

18. National training wage

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

18.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Clerks—Private Sector Award 2010* and not the *Miscellaneous Award 2010*.

19. Payment of wages

19.1 The employer must pay wages by cash or by cheque or by electronic funds transfer into an account nominated by the employee.

19.2 Pay period

- (a) The employer may determine the pay period of employees as being either weekly or fortnightly.
- (b) The employer and an individual employee, or the majority of employees, may agree to monthly pay periods.
- (c) If an agreement is made under paragraph 0, payment must be made on the basis of 2 weeks in advance and 2 weeks in arrears.

NOTE: The Fair Work Regulations, regulation 3.33(3) and 3.46(1)(g), set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

19.3 Day off coinciding with payday

- (a) Clause 19.3 applies to an employee if:
 - (i) the employee is paid wages by cash or cheque; and
 - (ii) due to the arrangement of their ordinary hours the employee has a day off on payday.
- (b) The employer must pay the employee no later than the working day immediately after payday.

NOTE: The employer may pay the employee on the day before payday if suitable arrangements can be made.

19.4 Payment of wages under an averaging system

Employees who work weekly hours under an averaging system may be paid according to the average number of hours worked in order to avoid fluctuating wage payments.

20. Annualised salaries

The annualised salary clause may be affected by the Full Bench common issue proceedings in matter AM2016/13.

20.1 Annual salary instead of award provisions

- (a)** An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:
 - (i)** Clause 13.10 (Make-up time);
 - (ii)** clause 16—Minimum rates;
 - (iii)** clause 21—Allowances;
 - (iv)** clause 23—Penalty rates;
 - (v)** clause 24—Overtime;
 - (vi)** clause 25—Rest period after working overtime (employees other than shiftworkers);
 - (vii)** clause 26—Time off instead of payment for overtime (employees other than shiftworkers);
 - (viii)** clause 28—Penalty rates for shiftwork;
 - (ix)** clause 29—Ordinary hours of work and rostering for shiftwork;
 - (x)** clause 31—Overtime for shiftwork;
 - (xi)** clause 32—Time off instead of payment for overtime for shiftwork;
 - (xii)** clause 33—Rest period after working overtime for shiftwork; and
 - (xiii)** clause 34.3—Additional payment for annual leave.
- (b)** Where an annual salary is paid, the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.

20.2 Annual salary not to disadvantage employees

- (a)** The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or, if the employment ceases earlier, over such lesser period as has been worked).

- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions that are satisfied by the payment of the annual salary.

20.3 Base rate of pay for employees on annual salary arrangements

For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under clause 20 comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

21. Allowances

- 21.1** Clause 21 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

21.2 First aid allowance

- (a) Clause 21.2 applies to an employee who:
 - (i) has current first aid qualifications and training (such as a certificate from St John Ambulance Australia or a similar body) that the employer considers appropriate; and
 - (ii) is appointed by the employer to perform first aid duty.
- (b) The employer must pay the employee an allowance of **\$12.14** per week.

21.3 Higher duties allowance

The employer must pay an employee required to perform any of the duties of a higher classification for more than one day at least the minimum rate applicable to the higher level under **Table 3—Minimum rates**.

NOTE: Classification levels are described in Schedule A—Classification Structure and Definitions.

21.4 Clothing and footwear allowance

- (a) The employer must reimburse an employee who is required to work in conditions damaging to clothing for the cost of purchasing any uniforms and protective clothing not supplied or paid for by the employer.
- (b) The employer must reimburse an employee who is constantly required to work in conditions that are wet and damaging to footwear for the cost of purchasing appropriate protective footwear not supplied or paid for by the employer.
- (c) The employer must reimburse an employee who is required to wear a uniform for the cost of purchasing the uniform.
- (d) If the employee is required to launder the uniform that they are required to wear, the employer must pay the employee an allowance of:

- (i) **\$3.55** each week for a full-time employee; or
- (ii) **\$0.71** each shift for a part-time or casual employee.

21.5 Meal allowance

- (a) Clause 21.5 applies to an employee if:
 - (i) the employee is required to work overtime of more than 1.5 hours after the employee’s ordinary time of ending work; and
 - (ii) the employee was not given at least 24 hours’ notice of the requirement to work overtime.
- (b) The employer must:
 - (i) pay the employee a meal allowance of **\$15.14** ; or
 - (ii) supply the employee with a meal.
- (c) If the number of hours worked under a requirement mentioned in paragraph (c) exceeds 4, the employer must pay a further meal allowance of **\$12.12** .

21.6 Vehicle allowance

- (a) An employer who requires an employee to use their own motor vehicle in performing their duties must pay the employee an allowance of:
 - (i) for a **motor car**, \$0.78 per kilometre; and
 - (ii) for a **motor cycle**, \$0.26 per kilometre.
- (b) The maximum allowance payable is for 400 kilometres.
- (c) An employer who requires an employee to use a motor vehicle provided by the employer to perform their duties must pay all expenses for the motor vehicle including registration, running costs and maintenance.

21.7 Living away from home allowance

- (a) Clause 21.7 applies to an employee to whom all of the following apply:
 - (i) the employee is required by the employer to temporarily work away from their usual place of employment; and
 - (ii) the location at which the employee is required to work makes it necessary for the employee to stay overnight away from their usual place of residence ; and
 - (iii) the employee is not provided with fares, meals and accommodation by the employer.
- (b) The employer must pay the employee the following:
 - (i) an allowance to cover all fares to and from the location at which the employer requires the employee to work; and

- (ii) an allowance to cover all reasonable expenses incurred for meals and accommodation.
- (c) The employer must pay an employee ordinary rates of pay for time spent travelling between the employee's usual place of employment and the temporary location, to a maximum of 8 hours in 24 hours.

21.8 Transport reimbursement for shiftwork

- (a) Clause 21.7(c) applies to an employee working shiftwork to whom all of the following apply:
 - (i) the employee starts or finishes work at a time other than their normal time; and
 - (ii) reasonable means of transport are not available to the employee; and
 - (iii) the employer does not provide, or arrange for, a suitable means of transport to or from the employee's usual place of residence at no cost to the employee.
- (b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle from the employee's usual place of residence to the place of employment or from the place of employment to the employee's usual place of residence, whichever is applicable.

22. Superannuation

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 3 months' written notice to their employer.
- (c) The employer must pay the amount authorised under paragraphs (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under paragraphs (a) or (b) was made.

22.4 Superannuation fund

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) CareSuper;
- (b) AustralianSuper;
- (c) SunSuper;
- (d) HESTA;
- (e) Statewide Superannuation;
- (f) Tasplan;
- (g) REI Super;
- (h) MTAA Superannuation Fund;
- (i) Kinetic Superannuation;
- (j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (k) a superannuation fund or scheme which the employee is a defined benefit member of.

22.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

- (a) Paid leave—while the employee is on any paid leave.

- (b) Work-related injury or illness—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Penalty Rates and Overtime

NOTE: Part 5 does not apply to shiftworkers. See Part 6—Shiftwork for overtime rates and penalties that apply to shiftworkers.

23. Penalty rates (employees other than shiftworkers)

23.1 Clause 23 sets out higher rates of pay (penalty rates) for ordinary hours worked at specified times and on specified days.

NOTE: Clause 24—Overtime prescribes overtime rates for hours worked in excess of, or outside, ordinary hours.

23.2 Saturday

An employer must pay an employee at the rate of **125%** of the minimum hourly rate for ordinary hours worked on a Saturday.

23.3 Sunday

- (a) An employer must pay an employee at the rate of **200%** of the minimum hourly rate for ordinary hours worked on a Sunday.
- (b) An employee required to work ordinary hours on a Sunday is entitled to not less than 4 hours' pay, if the employee is available to work for 4 hours.

23.4 Public holidays

- (a) An employer must pay an employee at the rate of **250%** of the minimum hourly rate for hours worked on a public holiday or a substituted day.
- (b) Despite paragraph (a), if an employee works on both a public holiday and the substituted day, the employee is entitled to be paid for one of the days at the penalty rate specified in paragraph (a).
- (c) The employee may choose which day the penalty rate is applied to.
- (d) An employee required to work on a public holiday is entitled to not less than 4 hours' pay, if the employee is available to work for 4 hours.

24. Overtime (employees other than shiftworkers)

24.1 An employer must pay an employee at the overtime rate for any hours worked at the direction of the employer:

- (a) in excess of the ordinary weekly hours; or
- (b) in excess of 10 ordinary hours on any one day, excluding unpaid meal breaks; or
- (c) outside the spread of ordinary hours; or
- (d) for overtime worked on a rostered day off that is not substituted or banked; or
- (e) for part-time employees, in excess of the number of ordinary hours that the employee has agreed to work under clause 10.4 or as varied under clause 10.5 (Part-time employment).

24.2 For the purposes of clause 24, ordinary weekly hours means the hours of work fixed in a workplace in accordance with clause 13—Ordinary hours of work (employees other than shiftworkers) and clause 14—Rostered days off (employees other than shiftworkers) or as varied in accordance with the relevant clauses of this award.

24.3 An employee is entitled to be paid overtime when the total overtime an employee has worked in one week reaches a minimum of half an hour.

24.4 Payment for working overtime

- (a) The overtime rate in clause 24.1 is the relevant percentage specified in column 2 of **Table 5—Overtime rates for employees other than shiftworkers** (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee, under clause 16—Minimum rates, calculated daily.

Table 5—Overtime rates for employees other than shiftworkers

Column 1	Column 2
Hours of overtime worked per day	Overtime rate (% of minimum hourly rate)
Monday to Saturday— first 2 hours	150%
Monday to Saturday— after 2 hours	200%
Sunday—all day	200%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

- (b) An employer must pay an employee a minimum of 3 hours at overtime rates for work performed on a Saturday where an employee has worked 38 hours or more over Monday to Friday, if the employee is available to work for 3 hours.

- (c) An employer must pay an employee who is required to work overtime on a Sunday for a minimum of 4 hours, if the employee is available to work for 4 hours.

24.5 Return to duty

- (a) An employer must pay an employee at the overtime rate specified in clause 24.4 where an employee is required to return to duty after the usual finishing hour of work for that day.
- (b) The employer must pay an employee a minimum payment of 3 hours under a requirement in paragraph (a).
- (c) Clause 24.5 does not apply where the work is continuous (subject to a meal break of not more than one hour) with the start or finish of ordinary working time.

25. Rest period after working overtime (employees other than shiftworkers)

- 25.1** Clause 25 applies to full-time and part-time employees who are not working shifts.
- 25.2** Employees must, wherever reasonably practical, have at least 10 consecutive hours off duty between hours worked on successive days.
- 25.3** Despite clause 25.2, where an employee, due to overtime worked, would be required to start work without having had 10 consecutive hours off duty between finishing one shift of ordinary hours and beginning the next shift of ordinary hours:
 - (a) the employer must release the employee from duty after finishing the overtime until the employee has had 10 consecutive hours off duty; and
 - (b) the employee must not suffer any loss of pay for an absence during ordinary hours as a result.
- 25.4** If an employer requires an employee to resume or continue work without having at least 10 consecutive hours off duty in accordance with clause 25.3 all of the following apply:
 - (a) the employer must pay the employee at **200%** of the employee's minimum hourly rate until such time as the employee is released from duty; and
 - (b) the employer must release the employee from duty until the employee has had 10 consecutive hours off duty; and
 - (c) the employee must not suffer any loss of pay for ordinary hours not worked during the period of that absence from duty.
- 25.5** Overtime worked in the circumstances specified in clause 24.5—Return to duty must not be regarded as overtime for the purposes of clause 25.

26. Time off instead of payment for overtime (employees other than shiftworkers)

This clause was the subject of a separate Full Bench, see determination [PR587147](#).

- 26.1** An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- 26.2** Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 26.
- 26.3** An agreement must state all of the following:
- (a) the number of overtime hours to which it applies and when those hours were worked; and
 - (b) that the employer and employee agree that the employee may take time off instead of being paid for the overtime; and
 - (c) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked; and
 - (d) that any payment mentioned in paragraph (c) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 26 is set out at Schedule I—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule I—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 26 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 26 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- 26.5** Time off must be taken:
- (a) within the period of 6 months after the overtime is worked; and
 - (b) at a time or times within that period of 6 months agreed by the employee and employer.
- 26.6** If the employee requests at any time to be paid for overtime covered by an agreement under clause 26 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- 26.7** If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 26.5, the employer must pay the employee for the

overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- 26.8** The employer must keep a copy of any agreement under clause 26 as an employee record.
- 26.9** An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- 26.10** An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request, then clause 26 will apply, including the requirement for separate written agreements under clause 26.2 for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- 26.11** If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 26 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.

Part 6—Shiftwork

27. Application of Part

Feedback from the FWO and users indicate confusion about when and how these provisions apply. Given the different provisions for employees on shiftwork, including rostering and breaks, parties are asked to clarify when the provisions in this part apply.

- 27.1** Part 6 applies to employees who are required to work their ordinary hours on:
- (a) a shift finishing after 7.00 pm and at or before midnight (**afternoon shift**);
 - (b) a shift finishing after midnight, and at or before 7.00 am (**night shift**);
 - (c) a night shift which does not rotate with another shift or shifts or day work and which continues for a period of 4 consecutive weeks or longer (**permanent night shift**).
- 27.2** The spread of ordinary hours on shifts referred to in clause 0 may be altered by up to one hour at either end:

- (a) by agreement between the employer and the majority of employees concerned; or
- (b) by individual agreement between the employer and employee.

Parties are asked to confirm whether the spread of hours can be increased by one hour at both ends.

28. Penalty rates for shiftwork

- 28.1 An employer must pay an employee working ordinary hours in accordance with clause 27—Application of Part the relevant percentage specified in column 2 of **Table 6—Penalty rates for shiftwork** (depending on when the shift was worked as specified in column 1) of the minimum hourly rate of the employee, under clause 16—Minimum rates.

Table 6—Penalty rates for shiftwork

Column 1 Shift	Column 2 Penalty rate (% of minimum hourly rate)
Afternoon or night	115%
Permanent night	130%
Saturday, Sunday or public holiday	150%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly penalty rate for all employee classifications.

- 28.2 Despite clause 28.1:
- (a) an employee who starts an ordinary shift between 11.00 pm and midnight on a Sunday or public holiday that extends into the next day that is not a public holiday is not entitled to the Sunday or public holiday penalty rate for the time worked on that Sunday or public holiday; but
 - (b) an employee who starts an ordinary shift between 11.00 pm and midnight on the day before a Sunday or public holiday that extends into that Sunday or public holiday is entitled to the Sunday or public holiday penalty rate for the time worked on that day.

28.3 Public holidays

- (a) An employee required to work ordinary hours on a public holiday is entitled to not less than 4 hours' pay, if the employee is available to work for 4 hours.
- (b) If an employee works on both a public holiday and the substituted day, the employee is entitled to be paid for one of the days at the penalty rate specified in clause 28.1.
- (c) The employee may choose which day the penalty rate is applied to.

29. Ordinary hours of work and rostering for shiftwork

- 29.1** The maximum number of ordinary hours that can be worked in a week is:
- (a) an average of 38 hours over a 4 week period; or
 - (b) an average of 38 hours over a roster period, not exceeding 12 months, as agreed between an employer and the majority of employees.
- 29.2** The maximum number of ordinary hours that can be worked in any day is 10, including paid breaks.
- 29.3** The following rostering arrangements apply to an employee who works on shiftwork:
- (a) a maximum of 6 shifts of 10 hours can be worked; and
 - (b) a Sunday may be included.
- 29.4** Changes to the times at which the employee will start and finish a shift may be made:
- (a) by the employer giving the employee at least 7 days' notice of the change; or
 - (b) at any time by the employer and employee by mutual agreement.
- 29.5** The employer and an employee may agree that the employee may take a period of ordinary hours as time off and make up that time off by working at another time during which the employee may work ordinary hours.

30. Breaks for shiftwork

- 30.1** Clause 30 gives employees working shifts an entitlement to meal breaks and rest breaks.
- 30.2** An employee working a shift defined in clause 0 (Shiftwork definitions) is entitled to one 20 minute paid meal break per shift which is to be:
- (a) taken within 5 hours of starting the shift; and
 - (b) counted as time worked.
- 30.3** An employer must pay an employee who is required to work through their meal break **200%** of the minimum hourly rate until a meal break is taken.
- 30.4 Paid rest break**
- (a) An employee required to work more than 3 ordinary hours and fewer than 8 ordinary hours is entitled to one paid 10 minute rest break.
 - (b) An employee required to work 8 ordinary hours or more is entitled to two paid 10 minute rest breaks.
 - (c) An employee working more than 4 hours overtime on Saturday morning must be allowed a paid 10 minute rest break.
 - (d) The employer is responsible for determining the suitable time for taking a rest break in accordance with paragraphs (a) and (b).

NOTE: Where suitable to business requirements, the employer will arrange for an employee who is entitled to 2 paid rest breaks to take one rest break before and one rest break after their unpaid meal break.

31. Overtime for shiftwork

31.1 An employer must pay an employee on shiftwork overtime rates at the relevant percentage specified in column 2 of **Table 7—Overtime rates for shiftwork** (depending on when the overtime was worked as specified in column 1) of the minimum hourly wage of the employee, under clause 16—Minimum rates as follows:

Table 7—Overtime rates for shiftwork

Column 1	Column 2
For all time worked:	Overtime rate (% of minimum hourly rate)
In excess of the ordinary weekly hours fixed in clause 29.1	
first 3 hours	150%
after 3 hours	200%
In excess of ordinary daily hours on an ordinary shift	
first 2 hours	150%
after 2 hours	200%
Saturday, Sunday or public holiday that is not an ordinary working day	200%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

31.2 Penalty rates for shiftwork are not cumulative on overtime rates.

31.3 An employer must pay an employee for a minimum of 4 hours at the overtime rate specified in clause 31.1 if the employee is available to work for 4 hours and::

- (a) the employee is required to work overtime on a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of Part 2.2 of the Act); and
- (b) the employee would not have been ordinarily rostered to work that day; and
- (c) the work is not continuous with the start or finish of the employee’s ordinary shift.

32. Time off instead of payment for overtime for shiftwork

This clause was the subject of a separate Full Bench, see determination [PR587147](#).

32.1 An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

32.2 Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 32.

32.3 An agreement must state all of the following:

- (a) the number of overtime hours to which it applies and when those hours were worked; and
- (b) that the employer and employee agree that the employee may take time off instead of being paid for the overtime; and
- (c) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked; and
- (d) that any payment mentioned in paragraph (c) must be made in the next pay period following the request; and

NOTE: An example of the type of agreement required by clause 32 is set out at Schedule I—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule I—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 32 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 32 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

32.5 Time off must be taken:

- (a) within the period of 6 months after the overtime is worked; and
- (b) at a time or times within that period of 6 months agreed by the employee and employer.

32.6 If the employee requests at any time to be paid for overtime covered by an agreement under clause 32 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

32.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 32.5, the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- 32.8** The employer must keep a copy of any agreement under clause 32 as an employee record.
- 32.9** An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- 32.10** An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 32 will apply, including the requirement for separate written agreements under clause 32.2 for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- 32.11** If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 32 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.

33. Rest period after working overtime for shiftwork

- 33.1** Clause 33 applies to full-time and part-time employees working shifts.
- 33.2** The provisions of clause 33 apply when overtime is worked in any of the following circumstances:
- (a) for the purposes of changing shift rosters; or
 - (b) where an employee working a shift does not report for duty and another employee is required to work their shift; or
 - (c) where a shift is worked by arrangement between the employees themselves.
- 33.3** When overtime is necessary employees must, wherever reasonably practical, have at least 8 consecutive hours off duty between hours worked on successive days.
- 33.4** Despite clause 33.3, where an employee, due to overtime worked, would be required to start work without having had 8 consecutive hours off duty between finishing one shift of ordinary hours and beginning the next shift of ordinary hours:
- (a) the employer must release the employee from duty after finishing the overtime until the employee has had 8 consecutive hours off duty; and
 - (b) the employee must not suffer any loss of pay for an absence during ordinary hours as a result.

- 33.5** Where an employer requires an employee to resume or continue work without having at least 8 consecutive hours off duty in accordance with clause 33.4 all of the following apply:
- (a) the employer must pay **200%** of the minimum hourly rate until the employee is released from duty; and
 - (b) the employer must release the employee from duty until the employee has had 8 consecutive hours off duty; and
 - (c) the employee must not suffer any loss of pay for an absence during ordinary working hours as a result.

Part 7—Leave and Public Holidays

34. Annual leave

The annual leave clause has been amended to incorporate [PR582986](#)

NOTE: Where an employee is receiving overaward payments resulting in the employee's base rate of pay being higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the [Act](#)).

34.1 Annual leave is provided for in the [NES](#).

34.2 Additional paid annual leave for certain shiftworkers

- (a) Clause 34.2 applies to an employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.
- (b) The employee is a shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).

34.3 Additional payment for annual leave

- (a) During a period of paid annual leave an employer must pay an employee an additional payment in accordance with clause 34.3 for the employee's ordinary hours of work in the period.
- (b) The additional payment is payable on leave accrued.
- (c) For an employee other than a shiftworker the additional payment is the greater of:
 - (i) **17.5%** of the employee's minimum hourly rate for all ordinary hours of work in the period; or
 - (ii) The employee's minimum hourly rate for all ordinary hours of work in the period inclusive of penalty rates as specified in clause clause 23—Penalty rates (employees other than shiftworkers) .
- (d) For a shiftworker the additional payment is the greater of:

- (i) **17.5%** of the employee’s minimum hourly rate for all ordinary hours of work in the period; or
- (ii) The employee’s minimum hourly rate for all ordinary hours of work in the period inclusive of penalty rates for shiftwork as specified in clause 28—Penalty rates for shiftwork.

34.4 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 34.4 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 34.4 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 34.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

34.5 Close-down

An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least 4 weeks’ notice.

34.6 Excessive leave accruals: general provision

NOTE: Clauses 34.6 to 34.8 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 34.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- (c) Clause 34.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 34.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 34.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.6, 34.7 or 34.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See paragraph (b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

34.8 Excessive leave accruals: request by employee for leave

- (a) Clause 34.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 34.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 34.7(a) that, when any other paid annual leave arrangements (whether made under clause 34.6, 34.7 or 34.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.6, 34.7 or 34.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

34.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 34.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 34.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 34.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 34.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 34.9 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 34.9.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 34.9.

NOTE 3: An example of the type of agreement required by clause 34.9 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H.

35. Personal/carer’s leave and compassionate leave

- 35.1** Personal/carer’s leave and compassionate leave are provided for in the [NES](#).
- 35.2** Subject to clause 35.3, casual employees are entitled to be absent from work (whether by making themselves unavailable for work or by leaving work) to care for a person who requires care or support because of:
 - (a) illness or an injury; or
 - (b) an emergency.
- 35.3** A casual employee may only be absent from work under clause 35.2 for a period of up to 48 hours.
- 35.4** With the agreement of the employer, a casual employee may be absent from work for a purpose mentioned in clause 35.2 for longer than 48 hours.
- 35.5** A casual employee is not entitled to be paid for time away from work for a purpose mentioned in clause 35.2.

36. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

37. Public holidays

- 37.1** Public holidays entitlements are provided for in the [NES](#).

37.2 Where an employee works on a public holiday they will be paid in accordance with clause 23.4(a) (Penalty rates—employees other than shiftworkers)), clause 28.1 (Penalty rates for shiftwork) or clause 31.1 (Overtime for shiftwork).

37.3 Substitution of public holidays by agreement

An employer and the majority of affected employees may, by agreement, substitute another day for a public holiday.

38. Community service leave

Community service leave is provided for in the [NES](#).

Part 8—Consultation and Dispute Resolution

39. Consultation about major workplace change

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

40. Consultation about changes to rosters or hours of work

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

41. Dispute resolution

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

Part 9—Termination of Employment and Redundancy

42. Termination of employment

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

43. Redundancy

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

44. Transfer to lower paid job on redundancy

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

45. Employee leaving during redundancy notice period

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

Schedule A—Classification Structure and Definitions

A.1 Classifying employees

- A.1.1** This schedule sets out the classification descriptions for employees covered by this award.
- A.1.2** An employer must classify an employee in accordance with the level of competency and skill required to be exercised.
- A.1.3** Consideration must be given to both the competencies and typical duties and skills in order to determine the appropriate level. However, the competencies are the primary indicator of classification.
- A.1.4** The competencies must be read as a whole. They describe general competencies and skills based on required knowledge, comprehension of issues and procedures as well as the necessary supervision or accountability of the level.
- A.1.5** The typical duties and skills are non-exhaustive lists of those that may be required. They are a guide only and employees may be expected to undertake duties of a lower classification. Depending on the particular task, employees at a given level may perform one or more duty or skill listed.

NOTE: Some duties and skills appear in more than one level, however assigning a classification needs to be done by reference to the specific competencies of the level. For example, an employee must be classified at Level 2 when they have achieved the level of skill and competency outlined in the characteristics and perform relevant indicative duties and skills. Therefore, an employee who operates a word processor or typewriter is not automatically to be classified at Level 2 despite word processing and copy typing being first specifically mentioned at Level 2.

A.2 Level 1

A.2.1 Competencies

- (a) Employees at this level include initial recruits who have limited relevant experience and perform routine clerical and office functions.
- (b) Employees at this level have the competencies and skills required to:
- (i) perform work under close direction using established practices, procedures and instructions; and
 - (ii) solve problems by reference to established practices, procedures and instructions; and
 - (iii) operate certain office equipment; and
 - (iv) be responsible and accountable for their own work within established routines, methods and procedures.
- (c) The work of less experienced employees may be subject to checking at all stages.

- (d) More experienced employees may be required to assist less experienced employees in the same classification.

A.2.2 Typical duties and skills

- (a) Reception and switchboard duties including:
 - (i) directing telephone callers to appropriate staff;
 - (ii) issuing and receiving standard forms;
 - (iii) relaying internal information; and
 - (iv) greeting visitors.
- (b) Maintaining basic records.
- (c) Filing, collating and copying documents.
- (d) Handling or distributing mail including messenger service.
- (e) Dealing with accounts, invoices, orders and store requisitions through recording, matching, checking and batching.
- (f) Operating a keyboard and related business equipment in order to achieve the competency in Level 2.

A.2.3 Typical duties and skills—Call centre customer contact trainee

- (a) Customer contact functions with direct supervision.

A.3 Level 2

A.3.1 Competencies

- (a) The general competencies and skills required of employees at this level include:
 - (i) sufficient experience or training to enable them to carry out their duties under general direction;
 - (ii) the capacity to be responsible and accountable for their own work within established guidelines;
 - (iii) detailed instructions may be necessary in some situations;
 - (iv) the ability to exercise limited judgment and initiative within their skills and knowledge; and
 - (v) the ability to check work and provide guidance to other employees at a lower level.
- (b) Employees may be required to provide assistance to less experienced employees at the same level.
- (c) The work of employees at this level may be subject to final checking and as required, including progress checking.

- (d) In addition to above characteristics, call centre customer contact officer will have the ability to manage their own work under guidance.
- (e) A call centre customer contact officer must be classified at this level if they hold a Certificate II in Telecommunications (Customer Contact) or equivalent and are employed to perform the duties and skills listed under subclause A.3.3.

A.3.2 Typical duties and skills

- (a) In addition to reception and switchboard duties set out in Level 1:
 - (i) respond to enquiries consistent with the organisation's operations;
 - (ii) provide general advice and information about the organisation's products and services; and
 - (iii) presentation and interpersonal skills may be key aspect of the position.
- (b) Operation of business equipment including: computerised radio and telephone equipment, computers, printing devices, dictaphone equipment and typewriters.
- (c) Computer applications, including using word and excel software, to create and edit documents such as standard correspondence, business documents, graphics, accounting and payroll files.
- (d) Maintenance of records and journals including initial processing and recording relating to the following:
 - (i) reconciliation of accounts to balance;
 - (ii) incoming and outgoing cheques;
 - (iii) invoices;
 - (iv) debit and credit items;
 - (v) payroll data;
 - (vi) petty cash imprest system; and
 - (vii) letters.
- (e) Make appointments and arrange routine travel bookings and itineraries.
- (f) Stenographer, shorthand and transcription, copy typing and audio typing.

A.3.3 Typical duties and skills—Call centre customer contact officer grade 1

- (a) Receives calls.
- (b) Uses common call centre technology.
- (c) Enters and retrieves data.
- (d) Works in a team.
- (e) Provides at least one specialised service including:
 - (i) sales and advice for products and services;

- (ii) complaints or fault enquiries; or
- (iii) data collection surveys.

A.4 Level 3

A.4.1 Competencies

- (a) The general competencies and skills required of employees at this level include:
 - (i) the capacity to perform specialised non-routine tasks or features of the work;
 - (ii) the ability to train employees in lower levels by means of personal instruction and demonstration; and
 - (iii) the ability to give assistance, training and guidance, including in relation to quality of work, to employees in lower levels and allocate duties.
- (b) Employees at this level require general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.
- (c) In addition to above characteristics, call centre customer contact officers will have the ability to:
 - (i) exercise some discretion and judgment in the selection of equipment, services or contingency measures; and
 - (ii) work within known time constraints.
- (d) An employee must be classified at this level if they hold a Certificate III (Customer Contact) or equivalent and are employed to perform the duties and skills listed under subclause A.4.2.

A.4.2 Typical duties and skills

- (a) Preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; and posting journals to ledger.
- (b) Providing specialised advice and information on the organisation's products and services.
- (c) Responding to clients, the public and suppliers' problems within own functional area utilising a high degree of interpersonal skills.
- (d) *Applying computer software in order to:
 - (i) create new files and records;
 - (ii) maintain computer based records management systems;
 - (iii) identify and extract information from internal and external sources; or
 - (iv) use advanced word processing and keyboard functions.

- (e) Arranging travel bookings and itineraries, making appointments, screening telephone calls, responding to invitations, organising internal meetings, establishing and maintaining reference lists and personal contact systems.
- (f) Application of specialist terminology and processes in professional offices.

A.4.3 Typical duties and skills—Call centre customer contact officer grade 2

- (a) Performing a broader range of skilled operations than grade 1.
- (b) Providing multiple specialised services to customers (including complex sales, service advice for a range of products or services, and difficult complaint and fault inquiries).
- (c) Deploying service staff using multiple technologies.

* NOTE: These typical duties and skills may be either at Level 3 or Level 4 depending on the characteristics of that particular level.

A.5 Call centre principal customer contact specialist

A.5.1 Competencies

The general competencies and skills required of employees at this level include the ability to:

- (a) perform a broad range of skilled applications;
- (b) provide leadership as a coach, mentor or senior staff member, and provide guidance in the application and planning of skills;
- (c) work with a high degree of autonomy with the authority to make decisions in relation to specific customer contact matters; and
- (d) take responsibility for the outcomes of customer contact and resolve complex situations.

A.6 Level 4

A.6.1 Competencies

- (a) The general competencies and skills required of employees at this level include:
 - (i) sufficient organisation or industry specific knowledge to be capable of providing advice and information in relation to specific areas of their responsibility;
 - (ii) the ability to work under limited guidance or direction and report to more senior staff as required;
 - (iii) the capacity to exercise initiative, discretion and judgment in the performance of duties; and
 - (iv) the ability to train employees in Levels 1–3 by personal instruction and demonstration.

- (b) A principal feature, but not a requirement, of this level is supervision of employees in lower levels. Employees at this level may be required to be responsible for the allocation of duties, co-ordination of work flow, checking of progress, quality of work and resolving problems.
- (c) In addition to the characteristics set out in paragraphs (a) and (b), call centre customer contact team leaders have the ability to:
 - (i) provide leadership in a team leader role and provide guidance to others in the application and planning of skills; and
 - (ii) work with a high degree of autonomy and exercise authority to take decisions in relation to specific customer contact matters.
- (d) An employee must be classified at this level if they hold a Certificate IV (Customer Contact) or equivalent and are employed to perform the duties and skills under subclause A.6.3.

A.6.2 Typical duties and skills

- (a) Secretarial and executive support services including:
 - (i) maintaining executive diary;
 - (ii) attending executive and organisational meetings and taking minutes;
 - (iii) establishing and maintaining current working and personal filing systems for executive; and
 - (iv) answering executive correspondence as instructed.
- (b) Preparation of financial and tax schedules, calculating costings, wage and salary requirements; completing personnel and payroll data for authorisation; reconciliation of accounts to balance.
- (c) Advising or providing information on one or more of the following:
 - (i) employment conditions;
 - (ii) workers compensation procedures and regulations; and
 - (iii) superannuation entitlements, procedures and regulations.
- (d) *Applying one or more computer software packages to:
 - (i) create new files and records;
 - (ii) maintain computer based management systems;
 - (iii) identify and extract information from internal and external sources; or
 - (iv) use advanced word processing/keyboard functions.

A.6.3 Typical duties and skills—Call centre customer contact team leader

- (a) Performing a broad range of skilled applications.
- (b) Evaluating and analysing current practices.

- (c) Developing new criteria and procedures for performing current practices.

* NOTE: These typical duties and skills may be either at Level 3 or Level 4 depending on the characteristics of that particular level.

A.7 Level 5

A.7.1 Competencies

- (a) The general competencies and skills required of employees at this level include:
 - (i) sufficient relevant or specialist knowledge and experience to be capable of advising on a range of activities and contribute to the determination of objectives, within the relevant fields of their expertise.
 - (ii) the ability to work subject to broad guidance or direction and report to more senior staff as required;
 - (iii) the capacity to often exercise initiative, discretion and judgment in the performance of their duties;
 - (iv) the ability to train and to supervise employees in lower levels by means of personal instruction and demonstration; and
 - (v) the ability to assist in the delivery of training courses.
- (b) Employees at this level will have the capacity to be responsible and accountable for their own work and may be delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.
- (c) Employees may possess relevant post-secondary qualifications however, this is not essential.
- (d) In addition to the competencies set out in paragraphs (a) to (c), a call centre principal customer contact leader will have the ability to apply a significant range of fundamental principles and complex techniques across a wide and unpredictable variety of contexts in either varied or highly specialised functions
- (e) An employee must be classified at this level if they hold a Diploma—Front Line Management or equivalent and is employed to perform the duties and skills under subclause A.7.3.

A.7.2 Typical duties and skills required

- (a) Applying knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.
- (b) Application of computer software packages including the integration of complex word processing and desktop publishing, text and data documents.
- (c) Providing reports for management in any or all of the following areas:

- (i) accounts and finances;
 - (ii) staffing;
 - (iii) legislative requirements; and
 - (iv) other company activities.
- (d) Administering individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

A.7.3 Typical duties and skills—Call centre principal customer contact leader

- (a) Co-ordinating the work of a number of teams within a call centre environment.
- (b) Has a number of specialists/supervisors reporting to them.

A.8 Call centre technical associate

A.8.1 Competencies

- (a) The general competencies and skills required of employees at this level include the ability to:
 - (i) apply a significant range of fundamental principles and complex techniques across a wide and unpredictable variety of contexts in relation to either varied or highly specialised functions;
 - (ii) contribute to the development of a broad plan, budget or strategy; and
 - (iii) work with a high degree of autonomy and be accountable and responsible for themselves and others in achieving outcomes (some supervision may be required).

A.8.2 Typical duties and skills required

- (a) Involvement in the design, installation and management of telecommunications computer equipment and system development.
- (b) Assessing installation requirements.
- (c) Designing systems.
- (d) Planning and perform installations.
- (e) Installing and manage data communications equipment and find faults.

Schedule B—Summary of Hourly Rates of Pay

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Full-time and part-time adult employees other than shiftworkers

B.1.1 Full-time and part-time adult employees other than shiftworkers—ordinary and penalty rates

	Monday to Friday	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	100%	125%	200%	250%
Level 1—Year 1	\$19.44	\$24.30	\$38.88	\$48.60
Level 1—Year 2	\$20.41	\$25.51	\$40.82	\$51.03
Level 1—Year 3	\$21.04	\$26.30	\$42.08	\$52.60
Level 2—Year 1	\$21.29	\$26.61	\$42.58	\$53.23
Level 2—Year 2	\$21.69	\$27.11	\$43.38	\$54.23
Level 3	\$22.49	\$28.11	\$44.98	\$56.23
Call centre principal customer contact specialist	\$22.65	\$28.31	\$45.30	\$56.63
Level 4	\$23.62	\$29.53	\$47.24	\$59.05
Level 5	\$24.57	\$30.71	\$49.14	\$61.43
Call centre technical associate	\$26.92	\$33.65	\$53.84	\$67.30

B.1.2 Full-time and part-time adult employees other than shiftworkers—overtime rates

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Level 1—Year 1	\$29.16	\$38.88	\$38.88	\$48.60
Level 1—Year 2	\$30.62	\$40.82	\$40.82	\$51.03
Level 1—Year 3	\$31.56	\$42.08	\$42.08	\$52.60
Level 2—Year 1	\$31.94	\$42.58	\$42.58	\$53.23
Level 2—Year 2	\$32.54	\$43.38	\$43.38	\$54.23
Level 3	\$33.74	\$44.98	\$44.98	\$56.63

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Call centre principal customer contact specialist	\$33.98	\$45.30	\$45.30	\$59.05
Level 4	\$35.43	\$47.24	\$47.24	\$61.43
Level 5	\$36.86	\$49.14	\$49.14	\$67.30
Call centre technical associate	\$40.38	\$53.84	\$53.84	\$56.63

B.2 Full-time and part-time adult employees—shiftworkers

B.2.1 Full-time and part-time adult shiftworkers—ordinary and penalty rates

	Day	Afternoon and night	Permanent night ¹	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	100%	115%	130%	150%
Level 1—Year 1	\$19.44	\$22.36	\$25.27	\$29.16
Level 1—Year 2	\$20.41	\$23.47	\$26.53	\$30.62
Level 1—Year 3	\$21.04	\$24.20	\$27.35	\$31.56
Level 2—Year 1	\$21.29	\$24.48	\$27.68	\$31.94
Level 2—Year 2	\$21.69	\$24.94	\$28.20	\$32.54
Level 3	\$22.49	\$25.86	\$29.24	\$33.74
Call centre principal customer contact specialist	\$22.65	\$26.05	\$29.45	\$33.98
Level 4	\$23.62	\$27.16	\$30.71	\$35.43
Level 5	\$24.57	\$28.26	\$31.94	\$36.86
Call centre technical associate	\$26.92	\$30.96	\$35.00	\$40.38

¹ **Permanent night shift** is defined in clause 27.1(c) (Shiftwork definitions).

B.2.2 Full-time and part-time adult shiftworkers—overtime

	Monday to Friday				Saturday, Sunday or Public holiday
	in excess of ordinary daily hours		in excess of ordinary weekly hours		
	first 2 hours	after 2 hours	first 3 hours	after 3 hours	
	% of minimum hourly rate				
	150%	200%	150%	200%	200%
Level 1—Year 1	\$29.16	\$38.88	\$29.16	\$38.88	\$38.88
Level 1—Year 2	\$30.62	\$40.82	\$30.62	\$40.82	\$40.82
Level 1—Year 3	\$31.56	\$42.08	\$31.56	\$42.08	\$42.08
Level 2—Year 1	\$31.94	\$42.58	\$31.94	\$42.58	\$42.58
Level 2—Year 2	\$32.54	\$43.38	\$32.54	\$43.38	\$43.38
Level 3	\$33.74	\$44.98	\$33.74	\$44.98	\$44.98
Call centre principal customer contact specialist	\$33.98	\$45.30	\$33.98	\$45.30	\$45.30
Level 4	\$35.43	\$47.24	\$35.43	\$47.24	\$47.24
Level 5	\$36.86	\$49.14	\$36.86	\$49.14	\$49.14
Call centre technical associate	\$40.38	\$53.84	\$40.38	\$53.84	\$53.84

B.3 Casual adult employees

B.3.1 Casual adult employees other than shiftworkers—ordinary and penalty rates

	Monday to Friday	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	125%	150%	225%	275%
Level 1—Year 1	\$24.30	\$29.16	\$43.74	\$53.46
Level 1—Year 2	\$25.51	\$30.62	\$45.92	\$56.13
Level 1—Year 3	\$26.30	\$31.56	\$47.34	\$57.86
Level 2—Year 1	\$26.61	\$31.94	\$47.90	\$58.55
Level 2—Year 2	\$27.11	\$32.54	\$48.80	\$59.65
Level 3	\$28.11	\$33.74	\$50.60	\$61.85
Call centre principal customer contact specialist	\$28.31	\$33.98	\$50.96	\$62.29
Level 4	\$29.53	\$35.43	\$53.15	\$64.96
Level 5	\$30.71	\$36.86	\$55.28	\$67.57
Call centre technical associate	\$33.65	\$40.38	\$60.57	\$74.03

B.3.2 Casual adult shiftworkers—ordinary and penalty rates

	Day	Afternoon and night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	125%	140%	155%	175%
Level 1—Year 1	\$24.30	\$27.22	\$30.13	\$34.02
Level 1—Year 2	\$25.51	\$28.57	\$31.64	\$35.72
Level 1—Year 3	\$26.30	\$29.46	\$32.61	\$36.82
Level 2—Year 1	\$26.61	\$29.81	\$33.00	\$37.26
Level 2—Year 2	\$27.11	\$30.37	\$33.62	\$37.96
Level 3	\$28.11	\$31.49	\$34.86	\$39.36
Call centre principal customer contact specialist	\$28.31	\$31.71	\$35.11	\$39.64
Level 5	\$29.53	\$33.07	\$36.61	\$41.34

	Day	Afternoon and night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	125%	140%	155%	175%
Call centre technical associate	\$30.71	\$34.40	\$38.08	\$43.00

B.4 Junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult wage rate in accordance with clause 16.4—Junior employees. Adult rates apply from 21 years of age in accordance with clause 16.4—Junior employees.

B.4.1 Full-time and part-time junior employees other than shiftworkers—ordinary and penalty rates

Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
Level 1—Year 1				
Under 16 years	\$8.75	\$10.94	\$17.50	\$21.88
16 years	\$9.72	\$12.15	\$19.44	\$24.30
17 years	\$11.66	\$14.58	\$23.32	\$29.15
18 years	\$13.61	\$17.01	\$27.22	\$34.03
19 years	\$15.55	\$19.44	\$31.10	\$38.88
20 years	\$17.50	\$21.88	\$35.00	\$43.75
Level 1—Year 2				
Under 16 years	\$9.18	\$11.48	\$18.36	\$22.95
16 years	\$10.21	\$12.76	\$20.42	\$25.53
17 years	\$12.25	\$15.31	\$24.50	\$30.63
18 years	\$14.29	\$17.86	\$28.58	\$35.73
19 years	\$16.33	\$20.41	\$32.66	\$40.83
20 years	\$18.37	\$22.96	\$36.74	\$45.93
Level 1—Year 3				
Under 16 years	\$9.47	\$11.84	\$18.94	\$23.68
16 years	\$10.52	\$13.15	\$21.04	\$26.30

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
17 years	\$12.62	\$15.78	\$25.24	\$31.55
18 years	\$14.73	\$18.41	\$29.46	\$36.83
19 years	\$16.83	\$21.04	\$33.66	\$42.08
20 years	\$18.94	\$23.68	\$37.88	\$47.35
Level 2—Year 1				
Under 16 years	\$9.58	\$11.98	\$19.16	\$23.95
16 years	\$10.65	\$13.31	\$21.30	\$26.63
17 years	\$12.77	\$15.96	\$25.54	\$31.93
18 years	\$14.90	\$18.63	\$29.80	\$37.25
19 years	\$17.03	\$21.29	\$34.06	\$42.58
20 years	\$19.16	\$23.95	\$38.32	\$47.90
Level 2—Year 2				
Under 16 years	\$9.76	\$11.98	\$19.16	\$23.95
16 years	\$10.85	\$13.31	\$21.30	\$26.63
17 years	\$13.01	\$15.96	\$25.54	\$31.93
18 years	\$15.18	\$18.63	\$29.80	\$37.25
19 years	\$17.35	\$21.29	\$34.06	\$42.58
20 years	\$19.52	\$23.95	\$38.32	\$47.90
Level 3				
Under 16 years	\$10.12	\$12.65	\$20.24	\$25.30
16 years	\$11.25	\$14.06	\$22.50	\$28.13
17 years	\$13.49	\$16.86	\$26.98	\$33.73
18 years	\$15.74	\$19.68	\$31.48	\$39.35
19 years	\$17.99	\$22.49	\$35.98	\$44.98
20 years	\$20.24	\$25.30	\$40.48	\$50.60
Call centre principal customer contact specialist				
Under 16 years	\$10.19	12.33	19.72	24.65

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
16 years	\$11.33	\$12.74	\$20.38	\$25.48
17 years	\$13.59	\$14.16	\$22.66	\$28.33
18 years	\$15.86	\$16.99	\$27.18	\$33.98
19 years	\$18.12	\$19.83	\$31.72	\$39.65
20 years	\$20.39	\$22.65	\$36.24	\$45.30
Level 4				
Under 16 years	\$10.63	\$13.29	\$21.26	\$26.58
16 years	\$11.81	\$14.76	\$23.62	\$29.53
17 years	\$14.17	\$17.71	\$28.34	\$35.43
18 years	\$16.53	\$20.66	\$33.06	\$41.33
19 years	\$18.90	\$23.63	\$37.80	\$47.25
20 years	\$21.26	\$26.58	\$42.52	\$53.15
Level 5				
Under 16 years	\$11.06	\$13.83	\$22.12	\$27.65
16 years	\$12.29	\$15.36	\$24.58	\$30.73
17 years	\$14.74	\$18.43	\$29.48	\$36.85
18 years	\$17.20	\$21.50	\$34.40	\$43.00
19 years	\$19.66	\$24.58	\$39.32	\$49.15
20 years	\$22.11	\$27.64	\$44.22	\$55.28
Call centre technical associate				
Under 16 years	\$12.11	\$15.14	\$24.22	\$30.28
16 years	\$13.46	\$16.83	\$26.92	\$33.65
17 years	\$16.15	\$20.19	\$32.30	\$40.38
18 years	\$18.84	\$23.55	\$37.68	\$47.10
19 years	\$21.54	\$26.93	\$43.08	\$53.85
20 years	\$24.23	\$30.29	\$48.46	\$60.58

B.4.2 Full-time and part-time junior employees other than shiftworkers—overtime rates

Age	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of junior hourly rate			
	150%	200%	200%	250%
Level 1—Year 1				
Under 16 years	\$13.13	\$17.50	\$17.50	\$21.88
16 years	\$14.58	\$19.44	\$19.44	\$24.30
17 years	\$17.49	\$23.32	\$23.32	\$29.15
18 years	\$20.42	\$27.22	\$27.22	\$34.03
19 years	\$23.33	\$31.10	\$31.10	\$38.88
20 years	\$26.25	\$35.00	\$35.00	\$43.75
Level 1—Year 2				
Under 16 years	\$13.77	\$18.36	\$18.36	\$22.95
16 years	\$15.32	\$20.42	\$20.42	\$25.53
17 years	\$18.38	\$24.50	\$24.50	\$30.63
18 years	\$21.44	\$28.58	\$28.58	\$35.73
19 years	\$24.50	\$32.66	\$32.66	\$40.83
20 years	\$27.56	\$36.74	\$36.74	\$45.93
Level 1—Year 3				
Under 16 years	\$14.21	\$18.94	\$18.94	\$23.68
16 years	\$15.78	\$21.04	\$21.04	\$26.30
17 years	\$18.93	\$25.24	\$25.24	\$31.55
18 years	\$22.10	\$29.46	\$29.46	\$36.83
19 years	\$25.25	\$33.66	\$33.66	\$42.08
20 years	\$28.41	\$37.88	\$37.88	\$47.35
Level 2—Year 1				
Under 16 years	\$14.37	\$19.16	\$19.16	\$23.95
16 years	\$15.98	\$21.30	\$21.30	\$26.63
17 years	\$19.16	\$25.54	\$25.54	\$31.93

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Age	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of junior hourly rate			
	150%	200%	200%	250%
18 years	\$22.35	\$29.80	\$29.80	\$37.25
19 years	\$25.55	\$34.06	\$34.06	\$42.58
20 years	\$28.74	\$38.32	\$38.32	\$47.90
Level 2—Year 2				
Under 16 years	\$14.64	\$19.52	\$19.52	\$24.40
16 years	\$16.28	\$21.70	\$21.70	\$27.13
17 years	\$19.52	\$26.02	\$26.02	\$32.53
18 years	\$22.77	\$30.36	\$30.36	\$37.95
19 years	\$26.03	\$34.70	\$34.70	\$43.38
20 years	\$29.28	\$39.04	\$39.04	\$48.80
Level 3				
Under 16 years	\$15.18	\$20.24	\$20.24	\$25.30
16 years	\$16.88	\$22.50	\$22.50	\$28.13
17 years	\$20.24	\$26.98	\$26.98	\$33.73
18 years	\$23.61	\$31.48	\$31.48	\$39.35
19 years	\$26.99	\$35.98	\$35.98	\$44.98
20 years	\$30.36	\$40.48	\$40.48	\$50.60
Call centre principal customer contact specialist				
Under 16 years	\$15.29	\$20.38	\$20.38	\$25.48
16 years	\$17.00	\$22.66	\$22.66	\$28.33
17 years	\$20.39	\$27.18	\$27.18	\$33.98
18 years	\$23.79	\$31.72	\$31.72	\$39.65
19 years	\$27.18	\$36.24	\$36.24	\$45.30
20 years	\$30.59	\$40.78	\$40.78	\$50.98
Level 4				
Under 16 years	\$15.95	\$21.26	\$21.26	\$26.58
16 years	\$17.72	\$23.62	\$23.62	\$29.53

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Age	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of junior hourly rate			
	150%	200%	200%	250%
17 years	\$21.26	\$28.34	\$28.34	\$35.43
18 years	\$24.80	\$33.06	\$33.06	\$41.33
19 years	\$28.35	\$37.80	\$37.80	\$47.25
20 years	\$31.89	\$42.52	\$42.52	\$53.15
Level 5				
Under 16 years	\$16.59	\$22.12	\$22.12	\$27.65
16 years	\$18.44	\$24.58	\$24.58	\$30.73
17 years	\$22.11	\$29.48	\$29.48	\$36.85
18 years	\$25.80	\$34.40	\$34.40	\$43.00
19 years	\$29.49	\$39.32	\$39.32	\$49.15
20 years	\$33.17	\$44.22	\$44.22	\$55.28
Call centre technical associate				
Under 16 years	\$18.17	\$24.22	\$24.22	\$30.28
16 years	\$20.19	\$26.92	\$26.92	\$33.65
17 years	\$24.23	\$32.30	\$32.30	\$40.38
18 years	\$28.26	\$37.68	\$37.68	\$47.10
19 years	\$32.31	\$43.08	\$43.08	\$53.85
20 years	\$36.35	\$48.46	\$48.46	\$60.58

B.4.3 Casual junior employees other than shiftworkers—ordinary and penalty rates

Age	Monday to Friday	Saturday	Sunday	Public holiday
	125%	150%	225%	275%
Level 1—Year 1				
Under 16 years	\$10.94	\$13.13	\$19.69	\$24.06
16 years	\$12.15	\$14.58	\$21.87	\$26.73
17 years	\$14.58	\$17.49	\$26.24	\$32.07

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
18 years	\$17.01	\$20.42	\$30.62	\$37.43
19 years	\$19.44	\$23.33	\$34.99	\$42.76
20 years	\$21.88	\$26.25	\$39.38	\$48.13
Level 1—Year 2				
Under 16 years	\$11.48	\$13.77	\$20.66	\$25.25
16 years	\$12.76	\$15.32	\$22.97	\$28.08
17 years	\$15.31	\$18.38	\$27.56	\$33.69
18 years	\$17.86	\$21.44	\$32.15	\$39.30
19 years	\$20.41	\$24.50	\$36.74	\$44.91
20 years	\$22.96	\$27.56	\$41.33	\$50.52
Level 1—Year 3				
Under 16 years	\$11.84	\$14.21	\$21.31	\$26.04
16 years	\$13.15	\$15.78	\$23.67	\$28.93
17 years	\$15.78	\$18.93	\$28.40	\$34.71
18 years	\$18.41	\$22.10	\$33.14	\$40.51
19 years	\$21.04	\$25.25	\$37.87	\$46.28
20 years	\$23.68	\$28.41	\$42.62	\$52.09
Level 2—Year 1				
Under 16 years	\$11.98	\$14.37	\$21.56	\$26.35
16 years	\$13.31	\$15.98	\$23.96	\$29.29
17 years	\$15.96	\$19.16	\$28.73	\$35.12
18 years	\$18.63	\$22.35	\$33.53	\$40.98
19 years	\$21.29	\$25.55	\$38.32	\$46.83
20 years	\$23.95	\$28.74	\$43.11	\$52.69
Level 2—Year 2				
Under 16 years	\$12.20	\$14.64	\$21.96	\$26.84
16 years	\$13.56	\$16.28	\$24.41	\$29.84

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
17 years	\$16.26	\$19.52	\$29.27	\$35.78
18 years	\$18.98	\$22.77	\$34.16	\$41.75
19 years	\$21.69	\$26.03	\$39.04	\$47.71
20 years	\$24.40	\$29.28	\$43.92	\$53.68
Level 3				
Under 16 years	\$12.65	\$15.18	\$22.77	\$27.83
16 years	\$14.06	\$16.88	\$25.31	\$30.94
17 years	\$16.86	\$20.24	\$30.35	\$37.10
18 years	\$19.68	\$23.61	\$35.42	\$43.29
19 years	\$22.49	\$26.99	\$40.48	\$49.47
20 years	\$25.30	\$30.36	\$45.54	\$55.66
Call centre principal customer contact specialist				
Under 16 years	\$12.74	\$15.29	\$22.93	\$28.02
16 years	\$14.16	\$17.00	\$25.49	\$31.16
17 years	\$16.99	\$20.39	\$30.58	\$37.37
18 years	\$19.83	\$23.79	\$35.69	\$43.62
19 years	\$22.65	\$27.18	\$40.77	\$49.83
20 years	\$25.49	\$30.59	\$45.88	\$56.07
Level 4				
Under 16 years	\$13.29	\$15.95	\$23.92	\$29.23
16 years	\$14.76	\$17.72	\$26.57	\$32.48
17 years	\$17.71	\$21.26	\$31.88	\$38.97
18 years	\$20.66	\$24.80	\$37.19	\$45.46
19 years	\$23.63	\$28.35	\$42.53	\$51.98
20 years	\$26.58	\$31.89	\$47.84	\$58.47
Level 5				
Under 16 years	\$13.83	\$16.59	\$24.89	\$30.42

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
16 years	\$15.36	\$18.44	\$27.65	\$33.80
17 years	\$18.43	\$22.11	\$33.17	\$40.54
18 years	\$21.50	\$25.80	\$38.70	\$47.30
19 years	\$24.58	\$29.49	\$44.24	\$54.07
20 years	\$27.64	\$33.17	\$49.75	\$60.80
Call centre technical associate				
Under 16 years	\$15.14	\$18.17	\$27.25	\$33.30
16 years	\$16.83	\$20.19	\$30.29	\$37.02
17 years	\$20.19	\$24.23	\$36.34	\$44.41
18 years	\$23.55	\$28.26	\$42.39	\$51.81
19 years	\$26.93	\$32.31	\$48.47	\$59.24
20 years	\$30.29	\$36.35	\$54.52	\$66.63

Schedule C—Summary of Monetary Allowances

See clause 21—Allowances for full details of allowances payable under this award.

C.1 Wage related allowances

C.1.1 The following wage related allowances in this award are based on the standard rate as defined in Clause 2—Definitions as the minimum weekly wage for the Level 2, Year 1 classification in clause 16.1 (Minimum rates) = **\$809.10**

Allowance	Clause	% of standard rate \$809.10	\$ per week
First aid allowance	21.2	1.5%	\$12.14

C.1.2 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.2 Expense related allowances

C.2.1 The following expense related allowances will be payable to employees in accordance with clause 21—Allowances:

Allowance	Clause	\$
Laundry allowance:	21.4(d)	
Full-time employee		\$3.55 per week
Part-time or casual employee		\$0.71 per shift
Meal allowance—more than one and a half hours of overtime without 24 hours' notice:		
First meal	21.5(b)(i)	\$15.14 per occasion
Further 4 hours' overtime	21.5(c)	\$12.12 per occasion
Vehicle allowance:		
Motor car	21.6(a)(i)	\$0.78 per km
Motorcycle	21.6(a)(ii)	\$0.26 per km

C.2.2 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:

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Allowance	Applicable Consumer Price Index figure
Laundry allowance	Clothing and footwear group
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

Schedule D— Supported Wage System

This Schedule has not been drafted in plain language, pending the outcome of [AM2013/30](#).

Schedule E—National Training Wage

The National Training Wage schedule is affected by [AM2014/17](#)

Schedule F—2017 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#). The schedule has not been included in this exposure draft.

Schedule G—Agreement to Take Annual Leave in Advance

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ___/___/20___