

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 s.156 of the *Fair Work Act 2009* is being dealt with in matter [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.

Table of Contents

	Page
Part 1— Application and Operation of this award	4
1. Title and commencement	4
2. Definitions.....	4
3. The National Employment Standards and this award.....	6
4. Coverage	6
5. Effect of variations made by the Fair Work Commission	7
6. Award flexibility for individual arrangements.....	7
7. Facilitative provisions for flexible working practices.....	9
Part 2— Types of Employment and Classifications	10
8. Types of employment.....	10
9. Full-time employment.....	10
10. Part-time employment.....	11
11. Casual employment.....	11
12. Classifications	12
Part 3— Hours of Work	12
13. Ordinary hours of work (employees not engaged on shifts).....	12
14. Rostered days off (employees not engaged on shifts).....	13
15. Breaks (employees not engaged on shifts).....	15
Part 4— Minimum Wages and Allowances	15
16. Minimum wages.....	15
17. Payment of wages	17

18.	Annualised salaries	18
19.	Allowances.....	19
20.	Superannuation.....	21
Part 5— Penalty Rates and Overtime		22
21.	Penalty rates (employees not engaged on shifts)	22
22.	Overtime (employees not engaged on shifts).....	23
23.	Rest period after working overtime (employees not engaged on shifts).....	24
24.	Time off instead of payment for overtime (employees not engaged on shifts)	25
Part 6— Shiftwork		26
25.	Shiftwork definitions.....	26
26.	Penalty rates for shiftwork	27
27.	Ordinary hours of work and rostering for shiftwork.....	28
28.	Breaks for shiftwork.....	28
29.	Overtime for shiftwork.....	29
30.	Time off instead of payment for overtime for shiftwork	30
31.	Rest period after working overtime for shiftwork	31
32.	Transport reimbursementfor shiftwork	32
Part 7— Leave and Public Holidays.....		32
33.	Annual leave	32
34.	Personal/carer’s leave and compassionate leave.....	36
35.	Parental leave and related entitlements	37
36.	Public holidays	37
37.	Community service leave.....	37
Part 8— Consultation and Dispute Resolution.....		37
38.	Consultation about major workplace change	37
39.	Dispute resolution	39
Part 9— Termination of Employment and Redundancy		39
40.	Termination of employment.....	39
41.	Redundancy.....	40

Schedule A —Classification Structure and Definitions	41
Schedule B —Summary of Hourly Rates of Pay	49
Schedule C —Summary of Monetary Allowances	63
Schedule D — Supported Wage System.....	65
Schedule E —National Training Wage	68
Schedule F —2016 Part-day Public Holidays	79
Schedule G —Agreement to Take Annual Leave in Advance	80
Schedule H —Agreement to Cash Out Annual Leave	81
Schedule I —Agreement for Time Off Instead of Payment for Overtime	82

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 25.1(a).

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 wages.

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 25.1(b).

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

permanent night shift, see clause 25.1(c).

shiftworker, see clause 33.2.

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

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 wages means the Table in clause 16.1.

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

Table 5—Overtime rates for employees who are not engaged on shifts means the Table in clause 22.4.

Table 6—Penalty rates for shiftwork means the Table in clause 26.1.

Table 7—Overtime rates for shiftwork means the Table in clause 29.1.

Table 8—Period of notice means the Table in clause 41.2.

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 who engage employees wholly or principally in clerical and administrative 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 performing clerical and administrative work described in Schedule A—Classification Structure and Definitions.

4.2 However, this occupational award does not cover employers and employees covered by a modern award that contains clerical and administrative classifications, including any of the following modern awards:

- (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) *Children Services Award 2016*; or
- (j) *Contract Call Centres Award 2016*; or
- (k) *Educational Services (Post-Secondary Education) Award 2016*; or
- (l) *Educational Services (Schools) General Staff Award 2016*; or
- (m) *Fitness Industry Award 2016*; or
- (n) *General Retail Industry Award 2016*; or
- (o) *Health Professionals and Support Services Award 2016*; or

- (p) *Higher Education Industry—General Staff—Award 2016*; or
- (q) *Hospitality Industry (General) Award 2016*; or
- (r) *Legal Services Award 2016*; or
- (s) *Market and Social Research Award 2016*; or
- (t) *Rail Industry Award 2016*; or
- (u) *Restaurant Industry Award 2016*; or
- (v) *Sporting Organisations Award 2016*; or
- (w) *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; 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 of employees mentioned in paragraph (a), (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 and administrative 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 of 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. Award flexibility for individual arrangements

This clause is a standard clause and is being dealt with as part of Full Bench [AM2016/15](#).

- 6.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 6.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 6.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- 6.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks’ notice of termination.
- 6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

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 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
17.2(b)	Monthly pay periods	A majority of employees
24.1	Time off instead of payment for overtime	An individual
27.1	Shiftwork—averaging ordinary hours	An individual or majority of employees
27.4	Shiftwork—beginning and end of	An individual

Clause	Provision	Agreement between an employer and:
13.6	Altering spread of hours	An individual or majority of employees
13.10	Make-up time shifts	An individual
27.5	Shiftwork—make-up time	An individual
30	Shiftwork—time off instead of payment for overtime	An individual
33.4(a)	Annual leave in advance	An individual
36.3	Substitution of public holidays	An individual or 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 employment provisions may be affected by [AM2014/196](#)

- 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) 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, personal/carer's leave, compassionate leave or public holidays on a proportionate basis.
- 10.4** At the time of engaging a part-time employee, the employer must agree in writing with the employee 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 para's 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 22—Overtime.

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 wages.

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.

Parties are asked whether clause 11.4 should specify the minimum payment applies 'for on each engagement'.

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 wages.

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 not engaged on shifts)

13.1 Clause 13 applies to employees who are not engaged on shifts, as defined in clause 25.

NOTE: Ordinary hours of work for employees engaged on shifts are set out in Part 6—Shiftwork.

13.2 The maximum number of ordinary hours of work per week for a full-time employee is 38 or the fewer number considered full-time at the workplace by the employer.

13.3 The maximum number of ordinary hours of work per week for a part-time employee is as agreed under clause 10.

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 of a day:

- (a) by agreement between the employer and the majority of employees at the workplace covered by this award; 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 closely 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 to work the spread of ordinary hours in the modern award that covers the majority of employees at the workplace.

EXAMPLE: Employees covered by this award work 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 that employees covered by this award work ordinary hours between 5.30 am and 6.30 pm Monday to Friday (rather than the spread set out in clause 13.5).

Clause 13.7 has been re-drafted with reference to a submission made in [transcript](#) by the AiGroup during the 2008 award modernisation process (see transcript PN2263–PN2268, 30 October 2008). Parties are asked to confirm whether the re-drafted clause accurately reflects the intention of current modern award clause 25.1(b).

- 13.8** Ordinary hours of work are continuous, except for rest breaks and meal breaks as specified in clause 15—Breaks (employees not engaged on shifts).
- 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 not engaged on shifts)

Due to lack of clarity in relation to application and operation of the clause, parties are asked to confirm whether the re-drafted clause 14 accurately reflects the intention of current

modern award clauses 25.3 and 25.4.

14.1 The following rostering arrangements apply to employees who are not engaged on shifts, as defined in clause 25.

NOTE: Rostered 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 during the weekly hours of duty; and
- (b) take a day off at some later time in the cycle.

14.3 An employee who works on a rostered day off basis over a 20 day roster cycle is entitled to 12 rostered days off over each 12 month 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.

15. Breaks (employees not engaged on shifts)

Due to lack of clarity in relation to application and operation of the clause, parties are asked to confirm whether the re-drafted clause 15 accurately reflects the intention of current modern award clauses 26.1 and 26.2. See also new clause 28 in relation to shiftworkers.

- 15.1** Clause 15 applies to employees who are not engaged on shifts as defined in clause 25 and gives them an entitlement to meal breaks and rest breaks.

NOTE: Breaks for employees engaged on shifts are set out in Part 6—Shiftwork.

- 15.2** An employee who works 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
At least 3 but not more than 8 on Monday to Friday	One 10 minute paid rest break (to be taken at a time determined by the employer)
More than 8 on Monday to Friday	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 taken.

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.

Part 4—Minimum Wages and Allowances

16. Minimum wages

- 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.

Table 3—Minimum rates

Column 1 Classification	Column 2 Minimum weekly rate	Column 3 Minimum hourly rate
Level 1		
Year 1	\$715.20	\$18.82
Year 2	\$750.60	\$19.75
Year 3	\$774.10	\$20.37
Level 2		
Year 1	\$783.30	\$20.61
Year 2	\$797.80	\$20.99
Level 3	\$827.30	\$21.77
Call centre principal customer contact specialist	\$833.10	\$21.92
Level 4	\$868.70	\$22.86
Level 5	\$904.00	\$23.79
Call centre technical associate	\$990.20	\$25.06

NOTE 2: Provisions for calculating wages for casual employees are at clause 11—Casual employment. Overtime rates are specified in clause 22—Overtime (employees not engaged on shifts) and clause 29—Overtime for shiftwork. Penalty rates are specified in clause 21—Penalty rates (employees not engaged on shifts) and clause 26—Penalty rates for shiftwork.

NOTE 3: See Schedule B for a summary of hourly rates of pay including casual wages, overtime, penalties and shiftwork.

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

16.3 An employer may require an employee to 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	Column 2
Age	% of weekly 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.4 for a summary of hourly rates of pay for junior employees including overtime and penalties.

16.5 Supported wage system

For employees who are eligible for a supported wage, see Schedule D.

16.6 National training wage

For employees undertaking a traineeship, see Schedule E.

17. Payment of wages

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

17.2 Pay period

- (a) The employer may determine the pay period of employees as being either weekly or fortnightly.
- (b) The employer and employees may agree to monthly pay periods 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.

17.3 Day off coinciding with payday

- (a) Clause 17.3 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.

17.4 Payment of wages under an averaging or banking system

- (a) Employees who work weekly hours under an averaging system in clause 13.2 or rostered day off system in clause 14 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) An average pay system applies to employees working under the banked rostered day off system where an employee receives:
- (i) no additional penalty payments 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; and
 - (ii) no reduction in payment for working less than the average number of hours per week for banked rostered days off taken in a roster cycle.

18. Annualised salaries

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

18.1 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 16—Minimum wages;
 - (ii) clause 19—Allowances;
 - (iii) clause 21—Penalty rates;
 - (iv) clause 22—Overtime;
 - (v) clause 26—Penalty rates for shiftwork;
 - (vi) clause 29—Overtime for shiftwork; and
 - (vii) clause 33.3—Annual leave loading.
- (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.

18.2 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.

18.3 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 this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16—Minimum wages and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

19. Allowances

- 19.1** Clause 19 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C contains a summary of monetary allowances and methods of adjustment.

19.2 First aid allowance

- (a) Clause 19.2 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; and
 - (ii) is appointed by the employer to perform first aid duty.
- (b) The employer must pay the employee an allowance of **\$11.75** per week.

19.3 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 wages.

NOTE: Classification levels are described in Schedule A.

19.4 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 uniform that is required to be worn by the employee needs to be laundered, 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.

19.5 Meal allowance

- (a) Clause 19.5 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 **\$14.98**; or
 - (ii) supply the employee with a meal.
- (c) If the number of hours worked under a requirement mentioned in clause 19.5(a) exceeds 4, the employer must pay a further meal allowance of **\$11.99**.

19.6 Vehicle allowance

- (a) An employer must pay an employee who is required to use their own motor vehicle in performing their duties 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.

19.7 Living away from home allowance

- (a) Clause 19.7 applies to an employee to whom all of the following apply:
 - (i) the employee is required temporarily to work away from their usual place of employment; and
 - (ii) the location at which the employee is required to work is one from which it is not reasonably possible to return to their usual place of residence after work; 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.

20. Superannuation

20.1 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.

20.2 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.

20.3 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 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(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.

20.5 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 20.2 and pay the amount authorised under clauses 20.3(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: This Part does not apply to shiftworkers. See Part 6—Shiftwork for overtime rates and penalties that apply to shiftworkers.

21. Penalty rates (employees not engaged on shifts)

21.1 Clause 21 sets out higher rates of pay (penalty rates) for ordinary hours worked at specified times and on specified days.

NOTE: Clause 22—Overtime prescribes overtime rates for hours worked in excess of, or outside, ordinary hours.

21.2 Saturday

An employer must pay an employee at the rate of **125%** of the minimum hourly rate for hours worked on a Saturday that are within the spread of ordinary hours specified in clause 13.5(b), as altered under clause 13.6.

21.3 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 clause 21.3(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 clause 21.3(a).
- (c) The employee may choose which day the penalty rate is applied to.
- (d) An employer must pay an employee who is required to work on a public holiday for a minimum of 4 hours.

Due to lack of clarity in relation to application and operation of the clause, parties are asked to confirm whether the re-drafted clause 21.3 accurately reflects the intention of current modern award clauses 31.3 and whether it is better placed in the Penalty rates or Overtime clause.

22. Overtime (employees not engaged on shifts)

22.1 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 set in clause 13.4;
- (b) in excess of 10 hours on any one day, excluding unpaid meal breaks;
- (c) outside the spread of hours in clause 13.5, as altered under clause 13.6;
- (d) for overtime worked on a rostered day off that is not substituted or banked;
- (e) for part-time employees, in excess of the number of hours that the employee has agreed to work under clause 10.4 or varied under clause 10.5.

22.2 For the purposes of this clause, ordinary weekly hours means the hours of work fixed in a workplace in accordance with clause 13—Ordinary hours of work or varied in accordance with the relevant clauses of this award.

22.3 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.

22.4 Payment for working overtime

- (a) The overtime rate in clause 22.1 is the relevant percentage specified in column 2 of Table 5 (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee, under clause 16—Minimum wages, calculated daily.

Table 5—Overtime rates for employees who are not engaged on shifts

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

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

22.5 Return to duty

- (a) An employer must pay an employee at the overtime rate specified in clause 22.4 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 clause 22.5(a).
- (c) Overtime prescribed in clause 23—Rest period after working overtime (employees not engaged on shifts) is not regarded as overtime for the purpose of clause 22.5.
- (d) Clause 22.5 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.

23. Rest period after working overtime (employees not engaged on shifts)

23.1 Clause 23 applies to full-time and part-time employees who are not working shifts.

23.2 When overtime is required to be worked, employees must, wherever reasonably practical, have at least 10 consecutive hours off duty between hours worked on successive days.

23.3 Despite clause 23.2, where an employee, due to overtime worked, would be required to start work before having had 10 consecutive hours off duty:

- (a) the employer must release the employee from duty 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.

23.4 Where an employee resumes or continues work without having at least 10 consecutive hours off duty in accordance with clause 23.3 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 10 consecutive hours off duty; and
- (c) the employee must not suffer any loss of pay for an absence during ordinary hours as a result.

24. Time off instead of payment for overtime (employees not engaged on shifts)

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

24.1 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.

24.2 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 24.

24.3 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 this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 24 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (e) 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 24 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- 24.4** 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.
- 24.5** If the employee requests at any time to be paid for overtime covered by an agreement under clause 24 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.
- 24.6** If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 24.4, 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.
- 24.7** The employer must keep a copy of any agreement under clause 24 as an employee record.
- 24.8** 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.
- 24.9** 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.
- 24.10** If the employer agrees to the request, then clause 24 will apply, including the requirement for separate written agreements under clause 24.2 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](#)).
- 24.11** If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 24 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 24.

Part 6—Shiftwork

25. Shiftwork definitions

- 25.1** An employee may be employed to work ordinary hours in accordance with the following shift definitions:

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.

- (a) **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight;
- (b) **night shift** means any shift finishing after midnight, and at or before 7.00 am;
- (c) **permanent night shift** means 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.

25.2 The spread of hours in clause 25.1 may be altered by up to one hour at either end of the shift:

- (a) by agreement between the employer and the majority of employees at the workplace covered by this award; 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.

26. Penalty rates for shiftwork

26.1 An employer must pay an employee working ordinary hours in accordance with clause 25.1 (Shiftwork definitions) the relevant percentage specified in column 2 of Table 6 (depending on when the shift was worked as specified in column 1) of the minimum hourly rate of the employee, under clause 16—Minimum wages.

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%

26.2 Despite clause 26.1:

- (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.

26.3 Public holidays

- (a) An employer must pay an employee who is required to work on a public holiday for a minimum of 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 26.1.
- (c) The employee may choose which day the penalty rate is applied to.

Due to lack of clarity in relation to application and operation of the clause, parties are asked to confirm whether the re-drafted clause 26.3 accurately reflects the intention of current modern award clause 31.3 and whether it applies to shiftworkers (see also clause 29).

27. Ordinary hours of work and rostering for shiftwork

27.1 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 employees.

27.2 The maximum number of ordinary hours that can be worked in any day is 10, including paid breaks.

27.3 The following rostering arrangements apply to an employee who works shifts over the 4 week roster period in clause 27.1(a):

- (a) a maximum of 6 shifts of 10 hours can be worked; and
- (b) a Sunday may be included.

27.4 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.

27.5 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.

28. Breaks for shiftwork

Due to lack of clarity in relation to application and operation of the clause parties are asked to confirm whether the re-drafted clause 28 accurately reflects the intention of current modern award clauses 26.1, 26.2 and 28.4(f).

28.1 Clause 28 gives employees working shifts an entitlement to meal breaks and rest breaks.

28.2 An employee working a shift defined in clause 25.1 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.

28.3 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.

28.4 Paid rest break

- (a) An employee working more than 3 hours and fewer than 8 hours is entitled to one paid 10 minute rest break.
- (b) An employee working 8 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.

29. Overtime for shiftwork

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

Table 7—Overtime rates for shiftwork

Column 1 For all time worked:	Column 2 Overtime rate (% of minimum hourly wage)
In excess of the ordinary weekly hours fixed in clause 27.1	
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%

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

- 29.3** An employer must pay an employee for a minimum of 4 hours at the overtime rate specified in clause 29.1 where the employee:
- (a) is required to work on a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of Part 2.2 of the Act); and
 - (b) would not have been ordinarily rostered to work that day under clause 27.3; and
 - (c) the work is not continuous with the start or finish of the employee's ordinary shift.

30. Time off instead of payment for overtime for shiftwork

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

- 30.1** 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.
- 30.2** 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 30.
- 30.3** 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 this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 30 can also be made by an exchange of emails between the employee and employer, or by other electronic means.
- (e) the period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- EXAMPLE: By making an agreement under clause 30 an employee who worked 2 overtime hours is entitled to 2 hours' time off.
- 30.4** 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.

30.5 If the employee requests at any time to be paid for overtime covered by an agreement under clause 30 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.

30.6 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 30.4, 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.

30.7 The employer must keep a copy of any agreement under clause 30 as an employee record.

30.8 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.

30.9 An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 30 will apply, including the requirement for separate written agreements under clause 30.2 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](#)).

30.10 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 30 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

30.11 Note: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 30.

31. Rest period after working overtime for shiftwork

31.1 Clause 31 applies to full-time and part-time employees working shifts.

31.2 The provisions of clause 31 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.

31.3 When overtime is necessary employees must, wherever reasonably practical, have at least 8 consecutive hours off duty between hours worked on successive days.

31.4 Despite clause 31.2, where an employee, due to overtime worked, would be required to start work before having had 8 consecutive hours off duty:

- (a) the employer must release the employee from duty 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.

31.5 Where an employee resumes or continues work without having at least 8 consecutive hours off duty in accordance with clause 31.2 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 hours as a result.

32. Transport reimbursement for shiftwork

(a) Clause 32 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.

NOTE: Clause 19—Allowances prescribes allowances that apply to all employees where specified.

Part 7—Leave and Public Holidays

33. 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](#)).

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

33.2 Definition of shiftworker

A **shiftworker**, for the purposes of the [NES](#), is an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

33.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause [16—Minimum wages](#) of this award in addition to their minimum rate of pay.

(b) Annual leave loading payment is payable on leave accrued.

(c) The loading will be as follows:

(i) **Day work**

Employees who would have worked on day work only had they not been on leave—**17.5%** or the relevant weekend penalty rates, whichever is the greater but not both.

(ii) **Shiftwork**

Employees who would have worked on shiftwork had they not been on leave—a loading of **17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

33.4 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 [33.4](#) 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](#).

(c) The employer must keep a copy of any agreement under clause [33.4](#) 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 [33.4](#), 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.

33.5 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 four weeks' notice.

33.6 Excessive leave accruals: general provision

NOTE: Clauses 33.6 to 33.8 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 33.2).
- (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 33.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 33.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

33.7 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 33.6(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 33.6, 33.7 or 33.8 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 clause 33.7(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.

33.8 Excessive leave accruals: request by employee for leave

- (a) Clause 33.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 33.6(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 33.7(a) that, when any other paid annual leave arrangements (whether made under clause 33.6, 33.7 or 33.8 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 33.6, 33.7 or 33.8 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 33.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

33.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 33.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 33.9.
- (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 33.9 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 33.9 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 33.9 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 33.9.

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 33.9.

NOTE 3: An example of the type of agreement required by clause 33.9 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.

34. Personal/carer's leave and compassionate leave

34.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

34.2 Personal/carer's leave for casual employees

- (a) A casual employee is entitled to be unavailable for work or to leave work to care for a person who:
 - (i) is sick and requires care and support; or

- (ii) requires care due to an emergency.
- (b) 48 hours' absence is allowed by right, with additional absence by agreement.
- (c) Casual employees are not entitled to paid leave under clause [34.2\(a\)](#).

35. Parental leave and related entitlements

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

36. Public holidays

36.1 Public holidays entitlements are provided for in the [NES](#).

36.2 Where an employee works on a public holiday they will be paid in accordance with clause [21.3\(a\)](#) (penalty rates for employees not working shifts), clause [26.1](#) (penalty rates for employees working shifts) or clause [29.1](#) (overtime for shiftwork).

36.3 Substitution of public holidays by agreement

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

37. Community service leave

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

Part 8—Consultation and Dispute Resolution

38. Consultation about major workplace change

This clause will be redrafted as part of Full Bench [AM2016/15](#). The Exposure Draft clause has been reproduced here.

38.1 Employers to notify

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

(c) Employers to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 38.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 38.1.
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

38.2 Consultation about changes to rosters or hours of work

This clause is a standard clause and is being dealt with as part of Full Bench [AM2016/15](#).

38.3 Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

- (a)** The employer must
 - (i)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (b)** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (c)** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

39. Dispute resolution

This clause is a standard clause and is being dealt with as part of Full Bench [AM2016/15](#).

- 39.1** In the event of a dispute about a matter under this award, or a dispute in relation to the [NES](#), in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 39.2** If a dispute about a matter arising under this award or a dispute in relation to the [NES](#) is unable to be resolved at the workplace, and all appropriate steps under clause [40.1](#) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 39.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 39.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the [Act](#) that it considers appropriate to ensure the settlement of the dispute.
- 39.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 39.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the [Act](#). Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 9—Termination of Employment and Redundancy

40. Termination of employment

This clause is a standard clause and is being dealt with as part of Full Bench [AM2016/15](#).

- 40.1** Notice of termination is provided for in the [NES](#).

40.2 **Notice of termination by an employee**

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

40.3 Job search entitlement

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

41. Redundancy

This clause is a standard clause and is being dealt with as part of Full Bench [AM2016/15](#)

41.1 Redundancy pay is provided for in the [NES](#).

41.2 Transfer to lower paid job on redundancy

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

41.3 Employee leaving during redundancy notice period

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

41.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause [40.3](#).

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) work may be subject to checking; and
 - (iii) solve problems by reference to established practices, procedures and instructions; and
 - (iv) operate certain office equipment; and
 - (v) be responsible and accountable for their own work within established routines, methods and procedures.

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

A.2.2 Typical duties and skills

- (d) 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 dependent 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 dependent upon 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	18.82	23.53	37.64	47.05
Level 1—Year 2	19.75	24.69	39.50	49.38
Level 1—Year 3	20.37	25.46	40.74	50.93
Level 2—Year 1	20.61	25.76	41.22	51.53
Level 2—Year 2	20.99	26.24	41.98	52.48
Level 3	21.77	27.21	43.54	54.43
Call centre principal customer contact specialist	21.92	27.40	43.84	54.80
Level 4	22.86	28.58	45.72	57.15
Level 5	23.79	29.74	47.58	59.48
Call centre technical associate	26.06	32.58	52.12	65.15

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	28.23	37.64	37.64	47.05
Level 1—Year 2	29.63	39.50	39.50	49.38
Level 1—Year 3	30.56	40.74	40.74	50.93
Level 2—Year 1	30.92	41.22	41.22	51.53
Level 2—Year 2	31.49	41.98	41.98	52.48

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 3	32.66	43.54	43.54	54.43
Call centre principal customer contact specialist	32.88	43.84	43.84	54.80
Level 4	34.29	45.72	45.72	57.15
Level 5	35.69	47.58	47.58	59.48
Call centre technical associate	39.09	52.12	52.12	65.15

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	18.82	21.64	24.47	28.23
Level 1—Year 2	19.75	22.71	25.68	29.63
Level 1—Year 3	20.37	23.43	26.48	30.56
Level 2—Year 1	20.61	23.70	26.79	30.92
Level 2—Year 2	20.99	24.14	27.29	31.49
Level 3	21.77	25.04	28.30	32.66
Call centre principal customer contact specialist	21.92	25.21	28.50	32.88
Level 4	22.86	26.29	29.72	34.29
Level 5	23.79	27.36	30.93	35.69
Call centre technical associate	26.06	29.97	33.88	39.09

¹ **Permanent night shift** is defined in clause 25.1(c).

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	28.23	37.64	28.23	37.64	37.64
Level 1—Year 2	29.63	39.50	29.63	39.50	39.50
Level 1—Year 3	30.56	40.74	30.56	40.74	40.74
Level 2—Year 1	30.92	41.22	30.92	41.22	41.22
Level 2—Year 2	31.49	41.98	31.49	41.98	41.98
Level 3	32.66	43.54	32.66	43.54	43.54
Call centre principal customer contact specialist	32.88	43.84	32.88	43.84	43.84
Level 4	34.29	45.72	34.29	45.72	45.72
Level 5	35.69	47.58	35.69	47.58	47.58
Call centre technical associate	39.09	52.12	39.09	52.12	52.12

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	23.53	28.23	42.35	51.76
Level 1—Year 2	24.69	29.63	44.44	54.31
Level 1—Year 3	25.46	30.56	45.83	56.02
Level 2—Year 1	25.76	30.92	46.37	56.68
Level 2—Year 2	26.24	31.49	47.23	57.72
Level 3	27.21	32.66	48.98	59.87
Call centre principal customer contact specialist	27.40	32.88	49.32	60.28
Level 4	27.40	32.88	49.32	60.28
Level 5	29.74	35.69	53.53	65.42
Call centre technical associate	32.58	39.09	58.64	71.67

B.3.2 Casual adult shiftworkers—ordinary and penalty rates

Age	Day	Afternoon and night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	125%	140%	155%	175%
	\$	\$	\$	\$
Level 1—Year 1	23.53	26.35	29.17	32.94
Level 1—Year 2	24.69	27.65	30.61	34.56
Level 1—Year 3	25.46	28.52	31.57	35.65
Level 2—Year 1	25.76	28.85	31.95	36.07
Level 2—Year 2	26.24	29.39	32.53	36.73
Level 3	27.21	30.48	33.74	38.10
Call centre principal customer contact specialist	27.40	30.69	33.98	38.36

Age	Day	Afternoon and night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	125%	140%	155%	175%
	\$	\$	\$	\$
Level 5	29.74	33.31	36.87	41.63
Call centre technical associate	32.58	36.48	40.39	45.61

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. Adult rates apply from 21 years of age in accordance with clause 16.4.

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	8.47	10.59	16.94	21.18
16 years	9.41	11.76	18.82	23.53
17 years	11.29	14.11	22.58	28.23
18 years	13.17	16.46	26.34	32.93
19 years	15.06	18.83	30.12	37.65
20 years	16.94	21.18	33.88	42.35
Level 1—Year 2				
Under 16 years	8.89	11.11	17.78	22.23
16 years	9.88	12.35	19.76	24.70
17 years	11.85	14.81	23.70	29.63
18 years	13.83	17.29	27.66	34.58
19 years	15.80	19.75	31.60	39.50
20 years	17.78	22.23	35.56	44.45

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
	\$	\$	\$	\$
Level 1—Year 3				
Under 16 years	9.17	11.46	18.34	22.93
16 years	10.19	12.74	20.38	25.48
17 years	12.22	15.28	24.44	30.55
18 years	14.26	17.83	28.52	35.65
19 years	16.30	20.38	32.60	40.75
20 years	18.33	22.91	36.66	45.83
Level 2—Year 1				
Under 16 years	9.27	11.59	18.54	23.18
16 years	10.31	12.89	20.62	25.78
17 years	12.37	15.46	24.74	30.93
18 years	14.43	18.04	28.86	36.08
19 years	16.49	20.61	32.98	41.23
20 years	18.55	23.19	37.10	46.38
Level 2—Year 2				
Under 16 years	9.45	11.81	18.90	23.63
16 years	10.50	13.13	21.00	26.25
17 years	12.59	15.74	25.18	31.48
18 years	14.69	18.36	29.38	36.73
19 years	16.79	20.99	33.58	41.98
20 years	18.89	23.61	37.78	47.23
Level 3				
Under 16 years	9.80	12.25	19.60	24.50
16 years	10.89	13.61	21.78	27.23
17 years	13.06	16.33	26.12	32.65
18 years	15.24	19.05	30.48	38.10

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
	\$	\$	\$	\$
19 years	17.42	21.78	34.84	43.55
20 years	19.59	24.49	39.18	48.98
Call centre principal customer contact specialist				
Under 16 years	9.86	12.33	19.72	24.65
16 years	10.96	13.70	21.92	27.40
17 years	13.15	16.44	26.30	32.88
18 years	15.34	19.18	30.68	38.35
19 years	17.54	21.93	35.08	43.85
20 years	19.73	24.66	39.46	49.33
Level 4				
Under 16 years	10.29	12.86	20.58	25.73
16 years	11.43	14.29	22.86	28.58
17 years	13.72	17.15	27.44	34.30
18 years	16.00	20.00	32.00	40.00
19 years	18.29	22.86	36.58	45.73
20 years	20.57	25.71	41.14	51.43
Level 5				
Under 16 years	10.71	13.39	21.42	26.78
16 years	11.90	14.88	23.80	29.75
17 years	14.27	17.84	28.54	35.68
18 years	16.65	20.81	33.30	41.63
19 years	19.03	23.79	38.06	47.58
20 years	21.41	26.76	42.82	53.53
Call centre technical associate				
Under 16 years	11.73	14.66	23.46	29.33
16 years	13.03	16.29	26.06	32.58

Exposure draft – Clerks—Private Sector Award 2017

Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
	\$	\$	\$	\$
17 years	15.64	19.55	31.28	39.10
18 years	18.24	22.80	36.48	45.60
19 years	20.85	26.06	41.70	52.13
20 years	23.45	29.31	46.90	58.63

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	12.71	16.94	16.94	21.18
16 years	14.12	18.82	18.82	23.53
17 years	16.94	22.58	22.58	28.23
18 years	19.76	26.34	26.34	32.93
19 years	22.59	30.12	30.12	37.65
20 years	25.41	33.88	33.88	42.35
Level 1—Year 2				
Under 16 years	13.34	17.78	17.78	22.23
16 years	14.82	19.76	19.76	24.70
17 years	17.78	23.70	23.70	29.63
18 years	20.75	27.66	27.66	34.58
19 years	23.70	31.60	31.60	39.50
20 years	26.67	35.56	35.56	44.45

Exposure draft – Clerks—Private Sector Award 2017

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 3				
Under 16 years	13.76	18.34	18.34	22.93
16 years	15.29	20.38	20.38	25.48
17 years	18.33	24.44	24.44	30.55
18 years	21.39	28.52	28.52	35.65
19 years	24.45	32.60	32.60	40.75
20 years	27.50	36.66	36.66	45.83
Level 2—Year 1				
Under 16 years	13.91	18.54	18.54	23.18
16 years	15.47	20.62	20.62	25.78
17 years	18.56	24.74	24.74	30.93
18 years	21.65	28.86	28.86	36.08
19 years	24.74	32.98	32.98	41.23
20 years	27.83	37.10	37.10	46.38
Level 2—Year 2				
Under 16 years	14.18	18.90	18.90	23.63
16 years	15.75	21.00	21.00	26.25
17 years	18.89	25.18	25.18	31.48
18 years	22.04	29.38	29.38	36.73
19 years	25.19	33.58	33.58	41.98
20 years	28.34	37.78	37.78	47.23
Level 3				
Under 16 years	14.70	19.60	19.60	24.50
16 years	16.34	21.78	21.78	27.23
17 years	19.59	26.12	26.12	32.65
18 years	22.86	30.48	30.48	38.10

Exposure draft – Clerks—Private Sector Award 2017

Age	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
19 years	26.13	34.84	34.84	43.55
20 years	29.39	39.18	39.18	48.98
Call centre principal customer contact specialist				
Under 16 years	14.79	19.72	19.72	24.65
16 years	16.44	21.92	21.92	27.40
17 years	19.73	26.30	26.30	32.88
18 years	23.01	30.68	30.68	38.35
19 years	26.31	35.08	35.08	43.85
20 years	29.60	39.46	39.46	49.33
Level 4				
Under 16 years	15.44	20.58	20.58	25.73
16 years	17.15	22.86	22.86	28.58
17 years	20.58	27.44	27.44	34.30
18 years	24.00	32.00	32.00	40.00
19 years	27.44	36.58	36.58	45.73
20 years	30.86	41.14	41.14	51.43
Level 5				
Under 16 years	16.07	21.42	21.42	26.78
16 years	17.85	23.80	23.80	29.75
17 years	21.41	28.54	28.54	35.68
18 years	24.98	33.30	33.30	41.63
19 years	28.55	38.06	38.06	47.58
20 years	32.12	42.82	42.82	53.53
Call centre technical associate				
Under 16 years	17.60	23.46	23.46	29.33
16 years	19.55	26.06	26.06	32.58

Exposure draft – Clerks—Private Sector Award 2017

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	23.46	31.28	31.28	39.10
18 years	27.36	36.48	36.48	45.60
19 years	31.28	41.70	41.70	52.13
20 years	35.18	46.90	46.90	58.63

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	10.59	12.71	19.06	23.29
16 years	11.76	14.12	21.17	25.88
17 years	14.11	16.94	25.40	31.05
18 years	16.46	19.76	29.63	36.22
19 years	18.83	22.59	33.89	41.42
20 years	21.18	25.41	38.12	46.59
Level 1—Year 2				
Under 16 years	11.11	13.34	20.00	24.45
16 years	12.35	14.82	22.23	27.17
17 years	14.81	17.78	26.66	32.59
18 years	17.29	20.75	31.12	38.03
19 years	19.75	23.70	35.55	43.45
20 years	22.23	26.67	40.01	48.90
Level 1—Year 3				
Under 16 years	11.46	13.76	20.63	25.22

Exposure draft – Clerks—Private Sector Award 2017

Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
	\$	\$	\$	\$
16 years	12.74	15.29	22.93	28.02
17 years	15.28	18.33	27.50	33.61
18 years	17.83	21.39	32.09	39.22
19 years	20.38	24.45	36.68	44.83
20 years	22.91	27.50	41.24	50.41
Level 2—Year 1				
Under 16 years	11.59	13.91	20.86	25.49
16 years	12.89	15.47	23.20	28.35
17 years	15.46	18.56	27.83	34.02
18 years	18.04	21.65	32.47	39.68
19 years	20.61	24.74	37.10	45.35
20 years	23.19	27.83	41.74	51.01
Level 2—Year 2				
Under 16 years	11.81	14.18	21.26	25.99
16 years	13.13	15.75	23.63	28.88
17 years	15.74	18.89	28.33	34.62
18 years	18.36	22.04	33.05	40.40
19 years	20.99	25.19	37.78	46.17
20 years	23.61	28.34	42.50	51.95
Level 3				
Under 16 years	12.25	14.70	22.05	26.95
16 years	13.61	16.34	24.50	29.95
17 years	16.33	19.59	29.39	35.92
18 years	19.05	22.86	34.29	41.91
19 years	21.78	26.13	39.20	47.91
20 years	24.49	29.39	44.08	53.87

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
	\$	\$	\$	\$
Call centre principal customer contact specialist				
Under 16 years	12.33	14.79	22.19	27.12
16 years	13.70	16.44	24.66	30.14
17 years	16.44	19.73	29.59	36.16
18 years	19.18	23.01	34.52	42.19
19 years	21.93	26.31	39.47	48.24
20 years	24.66	29.60	44.39	54.26
Level 4				
Under 16 years	12.86	15.44	23.15	28.30
16 years	14.29	17.15	25.72	31.43
17 years	17.15	20.58	30.87	37.73
18 years	20.00	24.00	36.00	44.00
19 years	22.86	27.44	41.15	50.30
20 years	25.71	30.86	46.28	56.57
Level 5				
Under 16 years	13.39	16.07	24.10	29.45
16 years	14.88	17.85	26.78	32.73
17 years	17.84	21.41	32.11	39.24
18 years	20.81	24.98	37.46	45.79
19 years	23.79	28.55	42.82	52.33
20 years	26.76	32.12	48.17	58.88
Call centre technical associate				
Under 16 years	14.66	17.60	26.39	32.26
16 years	16.29	19.55	29.32	35.83
17 years	19.55	23.46	35.19	43.01
18 years	22.80	27.36	41.04	50.16

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Age	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
	\$	\$	\$	\$
19 years	26.06	31.28	46.91	57.34
20 years	29.31	35.18	52.76	64.49

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Schedule C—Summary of Monetary Allowances

See clause 19 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 = **\$783.30**

Allowance	Clause	% of standard rate	\$
		\$783.30	per week
First aid allowance	19.2	1.5%	11.75

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 19—Allowances:

Allowance	Clause	\$
Laundry allowance:	19.4(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	19.5(b)(i)	14.98 per occasion
Further four hours' overtime	19.5(b)(ii)	11.99 per occasion
Vehicle allowance:		
Motor car	19.6(a)(i)	0.78 per km
Motorcycle	19.6(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:

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

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Schedule D— Supported Wage System

- D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.
- D.2** In this schedule:
- approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme
- relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
- SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate
- D.3 Eligibility criteria**
- D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- D.4 Supported wage rates**
- D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

D.4.2 Provided that the minimum amount payable must be not less than **\$82** per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$82** per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—National Training Wage

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

E.1 Title

This is the *National Training Wage Schedule*.

E.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

Year 10 includes any year before Year 10

E.3 Coverage

E.3.1 Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.

E.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.

E.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify *“any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997”* that they consider should not be covered by this Schedule.

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

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

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

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

E.5 Minimum Wages

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more out of school	614.80		

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

E.5.2 Minimum wages for part-time traineeships**(a) Wage Level A**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

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

E.5.3 Other minimum wage provisions

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

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

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

contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

E.6.4 Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

E.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

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

E.7.1 Wage Level A

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

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

E.7.2 Wage Level B

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

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

E.7.3 Wage Level C

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

Seafood Industry	I, II, III
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Schedule F—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year’s Eve (31 December 2016) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the [NES](#).

This schedule is an interim provision and subject to further review.

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___