



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/248)

TELECOMMUNICATIONS SERVICES AWARD 2010

[MA000041]

Telecommunications services

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Telecommunications Services Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Telecommunications Services Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

Printed by authority of the Commonwealth Government Printer

Telecommunications Services Award 20XX

Table of Contents

	Page
Part 1— Application and Operation of this Award	3
1. Title and commencement	3
2. Definitions.....	3
3. The National Employment Standards and this award	4
4. Coverage	4
5. Individual flexibility arrangements	5
6. Requests for flexible working arrangements	7
7. Facilitative provisions	8
Part 2— Types of Employment and Classifications.....	9
8. Types of employment.....	9
9. Full-time employees.....	9
10. Part-time employees.....	9
11. Casual employees.....	10
12. Classifications	12
Part 3— Hours of Work	13
13. Ordinary hours of work and rostering.....	13
14. Breaks.....	16
Part 4— Wages and Allowances	17
15. Minimum rates	17
16. Payment of wages	21
17. Annual salary arrangements for higher classifications	22
18. Allowances.....	24
19. Superannuation.....	27
Part 5— Overtime and Penalty Rates	29
20. Overtime.....	29
21. Penalty rates	34
Part 6— Leave and Public Holidays.....	35
22. Annual leave	35
23. Personal/carer’s leave and compassionate leave.....	39
24. Parental leave and related entitlements	39

25.	Community service leave	39
26.	Unpaid family and domestic violence leave	39
27.	Public holidays	40
Part 7— Consultation and Dispute Resolution.....		40
28.	Consultation about major workplace change	40
29.	Consultation about changes to rosters or hours of work	41
30.	Dispute resolution	42
31.	Dispute resolution procedure training leave	42
Part 8— Termination of Employment and Redundancy		44
32.	Termination of employment.....	44
33.	Redundancy.....	45
Schedule A —Classification Structure and Definitions		47
Schedule B —Summary of Hourly Rates of Pay		73
Schedule C —Summary of Monetary allowances		80
Schedule D —School-based Apprentices.....		82
Schedule E —Supported Wage System		83
Schedule F —Agreement for Time Off Instead of Payment for Overtime		86
Schedule G —Agreement to Take Annual Leave in Advance		87
Schedule H —Agreement to Cash Out Annual Leave		88
Schedule I —Part-day Public Holidays.....		89

Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Telecommunications Services Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

In this award, unless the contrary intention appears:

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

adult apprentice means a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 15.3 of this award.

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 18.3(a)).

apprentice means a person who has entered into a training contract for an apprenticeship in accordance with clause 15.3 of this award.

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

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

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

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

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the [Act](#).

ordinary hourly rate means the hourly rate for the employee's classification specified in clause 15.1, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes.

standard rate means the minimum weekly rate for a Telecommunications Technical Employee in clause 15.1(c).

telecommunications service carrier means the holder of a carrier licence.

telecommunications services industry has the meaning given in clause 4.2.

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 the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

4.1 This industry award covers employers throughout Australia who are engaged in the telecommunications services industry in respect of work by their employees in a classification in this award and their employees engaged in the classifications listed in clause 15—Minimum rates, of this award, to the exclusion of any other modern award.

4.2 Definition of telecommunications services industry

For the purposes of clause 4 **telecommunications services industry** means any business:

- (a) whose principal function is a telecommunications service carrier;
- (b) whose principal function is a carriage service provider or a content service provider;
- (c) whose principal function is the supply of telecommunications services including value added telecommunications services;
- (d) whose principal function is incidental, ancillary or complementary to the businesses referred to in clauses 4.2(a), (b) and (c); or
- (e) which supplies labour to a business in the telecommunications services industry on a labour hire basis in respect of any such labour hire employees while engaged in the performance of work for a business in the telecommunications services industry.

4.3 **Telecommunications service carrier** means the holder of a carrier licence.

4.4 This award covers employers which provide group training services for apprentices and/or trainees engaged in the telecommunications services industry and/or parts of that industry and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 Exclusions

This award does not cover:

- (a) television stations and radio stations;
- (b) employees of electrical contractors covered by the scope of the *Electrical, Electronic and Communications Contracting Award 20XX*;
- (c) a business whose principal function is the manufacture and supply of telecommunications equipment and lines whether or not such business also installs and monitors telecommunications equipment and lines;
- (d) a business whose principal function is the installation, service and/or maintenance of telecommunications equipment and lines, unless the business also operates that equipment and lines;
- (e) an employee excluded from award coverage by the [Act](#);
- (f) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; and
- (g) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

5. Individual flexibility arrangements

- 5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a)** give the employee a written proposal; and
 - (b)** if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a)** state the names of the employer and the employee; and
 - (b)** identify the award term, or award terms, the application of which is to be varied; and
 - (c)** set out how the application of the award term, or each award term, is varied; and
 - (d)** set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e)** state the date the agreement is to start.
- 5.7** An agreement must be:
- (a)** in writing; and
 - (b)** signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a)** at any time, by written agreement between the employer and the employee; or
 - (b)** by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
13.6(b)	Day work hours	An individual or the majority of employees
13.6(c)	Day work on Saturday afternoon and Sunday	An individual
13.7(e)	Shiftwork hours	An individual or the majority of employees
13.9	Make-up time	An individual

Clause	Provision	Agreement between an employer and:
14.4	Meal Breaks	An individual or the majority of employees
16.2	Pay periods	The majority of employees
17.3(e)	Payment of wages—higher classifications	An individual
20.6	Time off instead of overtime	An individual
22.5	Annual leave in advance of accrual	An individual
22.9(b)	Annual close down—amount of periods	The majority of employees
22.10	Cashing out of annual leave	An individual
27.2	Substitution of public holidays	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 An employee may be engaged on a full-time, part-time or casual basis.

9. Full-time employees

9.1 A full-time employee is engaged to work 38 ordinary hours per week.

9.2 An employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in this award.

10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work less than an average of 38 ordinary hours per week;
- (b) has a regular pattern of hours;
- (c) will be paid the ordinary hourly rate for work performed; and
- (d) receives, on a pro-rata basis, award pay and conditions equivalent to those of full-time employees on the basis that ordinary weekly hours for a full-time employee are 38.

10.2 Overtime

- (a) Overtime is payable to part-time employees, in accordance with clause 20—Overtime for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the employee.
- (b) However a part-time employee is not entitled to be paid overtime rates on a day until they have worked at least an equivalent number of hours that day of an equivalent full-time employee in the relevant section of the enterprise, provided that a part-time employee will not work more than 38 ordinary hours in any week at ordinary rates.

10.3 Public holidays

- (a) Where the part-time employee's ordinary hours fall on a public holiday prescribed in the [NES](#) and work is not performed by the employee, the employee will not lose pay for the day.
- (b) Where the employee works on the holiday, the employee will be paid in accordance with clause 27—Public holidays.

11. Casual employees

11.1 A casual employee is an employee who is engaged and paid as a casual employee.

11.2 Casual loading

For each ordinary hour worked, a casual employee must be paid:

- (a) the ordinary hourly rate; and
- (b) a loading of **25%** of the ordinary hourly rate,

for the classification in which they are employed.

11.3 Casual employment may be terminated by an hour's notice given either by the employer or the employee, or by the payment or forfeiture of an hour's wage as the case may be.

11.4 A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

11.5 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in clause 11.5(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.5, the employer and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.1.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.5.
 - (o) Nothing in clause 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
 - (p) Nothing in clause 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
 - (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.5 by 1 January 2019.
 - (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.5(q).

12. Classifications

- 12.1** The classification structure and description of the classifications under this award are set out in Schedule A—Classification Structure and Definitions.
- 12.2** Upon a request being made by an employee, the employee will be advised of the award classification which the employer considers to be appropriate having regard to the definitions in this award and the duties performed by the employee.
- 12.3** If an employee disputes the classification assigned to them by the employer, the employee must advise the employer in writing. If the dispute is unable to be resolved by the employer and the employee in a reasonable time it will be dealt with in accordance with clause 30—Dispute resolution.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 The ordinary hours of work are to be an average of 38 per week (or up to 38 hours for casual employees).

13.2 An employee will not be required to work more than 10 ordinary hours per day except as provided for in clauses 13.6(b) and 13.7(e).

13.3 The ordinary hours of an employee must not exceed 152 hours in 28 consecutive days except as provided for in clauses 13.6(b) and 13.7(e).

13.4 Method of arranging ordinary hours

The method of arranging ordinary hours may be by:

- (a) employees working a consistent number of ordinary hours each day;
- (b) fixing one day a week on which employees work a lesser number of hours;
- (c) fixing one or more days on which all employees will be off during a particular work cycle; or
- (d) rostering employees off on various days of the week during a particular work cycle so that each employee has one or more days off during that cycle.

13.5 Alteration to hours of work

Subject to the employer's right to fix the daily hours for day work within the spread of hours referred to in clause 13.6 and the right to require employees to work shifts on existing rosters, ordinary hours once determined may be altered:

- (a) by the employer giving one week's notice of the requirement to change the arrangement of hours or the shift roster;
- (b) by the employer giving 48 hours' notice to the employee in the case of an emergency;
- (c) by mutual agreement between the employees concerned and their employer; or
- (d) at the discretion of the employer, employees may be permitted to exchange shifts or days off to perform duty for another employee. In such circumstances the employer is not required to make any additional payment.

Provided where an employee receives notice under clauses 13.5(a) or (b) and they raise significant concerns about the alteration of their hours of work due to their personal or family circumstances, the employer will consult with the employee about such concerns.

13.6 Provisions applicable only to day work

- (a) Except as provided for in clauses 13.6(b) and (c), the ordinary hours of work for day work will be worked between the following spread of hours:

- (i) Monday to Friday—7.00 am to 7.00 pm; and
- (ii) Saturday—7.00 am to 1.00 pm.

(b) Flexibility in relation to day work hours

- (i) The following forms of flexibility may be implemented in respect of all employees in a workplace or section/s thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section/sections. Agreement in this respect may also be reached between the employer and an individual employee:
 - the spread of hours in clauses 13.6(a)(i) and (ii) may be altered by up to one hour at one or both ends of the daily spread;
 - in excess of 10 hours and up to 12 hours of ordinary time may be worked per day, exclusive of meal breaks. The implementation of 12 hour days is subject to the provisions of clause 13.10; and
 - a roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (ii) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of an individual agreement.
- (iii) Where an agreement is reached in accordance with clause 13.6(b), the agreement will be recorded in the time and wages records.

(c) Flexibility in relation to day work on Saturday afternoon and Sunday

- (i) By agreement between an individual employee and the employer, the days on which ordinary hours are worked may include Saturday afternoon between 1.00 pm and 7.00 pm and Sunday between 7.00 am and 7.00 pm, subject to the penalty in clause 21.3.
 - (ii) Where an agreement is reached in accordance with clause 13.6(c)(i), the agreement will be recorded in the time and wages records.
- (d)** The provisions of clause 13.6(c) are not applicable to employees who work day work as part of a rotating roster which incorporates a cycle of day work, afternoon shifts and/or night shifts. In such circumstances, the ordinary hours of work will be worked at the discretion of the employer on any day of the week, Monday to Sunday, subject to clauses 13.5 and 21.3.
- (e)** Any work performed outside the spread of hours is to be paid at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours is to be regarded as part of the 38 ordinary hours of work.

13.7 Provisions applicable only to afternoon or night shifts

- (a) The provisions of clause 13.7 apply only to time worked on afternoon and night shifts and do not apply to time worked during the day.
- (b) The ordinary hours of work for afternoon and night shiftworkers will be worked at the discretion of the employer on any days of the week, Monday to Sunday, subject to clause 13.5 and the penalty in clause 21.3.
- (c) For the purposes of this award:
 - (i) Subject to clause 13.6(b), **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight.
 - (ii) **Night shift** means any shift finishing after midnight and at or before 9.00 am.
- (d) Shiftwork penalty rates are set out in 21.2.
- (e) **Flexibility in relation to shiftwork hours**
 - (i) The following forms of flexibility may be implemented in respect of all employees in a workplace or section/s thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section/sections. Agreement in this respect may also be reached between the employer and an individual employee:
 - In excess of 10 hours and up to 12 hours of ordinary time may be worked per shift, exclusive of meal breaks. The implementation of 12 hour shifts is subject to the provisions of clause 13.10.
 - A roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.
 - (ii) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of an individual agreement.
 - (iii) Where an agreement is reached in accordance with clause 13.7(e), the agreement will be recorded in the time and wages records.

13.8 Daylight saving

For work performed on a shift that spans the time when daylight saving begins or ends, as prescribed by relevant state or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

13.9 Make-up time

- (a) An employee may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works

those hours at a later time during the spread of ordinary hours provided in this award.

- (b) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time at the shiftwork rate which would have been applicable to the hours taken off.

13.10 Twelve hour days or shifts

Implementation of 12 hour days or shifts is subject to the following:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided; and
- (e) an adequate trial or review process being implemented.

14. Breaks

14.1 Where practicable, an employee will not be required to work for more than 5 hours without a break for a meal, except as provided for in clause 14.4.

14.2 The meal break will be for a period of not less than 30 minutes and not more than 60 minutes and will be unpaid.

14.3 An employee directed by the employer to work in excess of 5 hours without a meal (or such period as extended in accordance with clause 14.4) must be:

- (a) paid at the rate of **150%** of the ordinary hourly rate for the meal period; and
- (b) permitted to have the employee's usual meal period as soon as possible after the prescribed meal period, without deduction from the employee's wage.

14.4 Flexibility in relation to meal breaks

(a) The following forms of flexibility may be implemented in respect of all employees in a workplace or section(s) thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between the employer and an individual employee:

- (i) employees may work in excess of 5 hours but not more than 6 hours without a meal break;
 - (ii) meal breaks may be for a period of less than 30 minutes, but not less than 20 minutes.
- (b) Where an agreement is reached by the majority of employees, it will apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of an individual agreement.

14.5 Clause 14 will not operate outside an employee’s ordinary working hours. Rest breaks during overtime are prescribed in clause 20—Overtime.

Part 4—Wages and Allowances

15. Minimum rates

15.1 An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee:

(a) **Customer Contact Stream**

Employee classification	Minimum weekly rate (full-time employees)	Minimum hourly rate
	\$	\$
Customer Contact Trainee	791.30	20.82
Customer Contact Officer Level 1	818.50	21.54
Customer Contact Officer Level 2	862.50	22.70
Principal Customer Contact Specialist	908.80	23.92
Customer Contact Team Leader	941.10	24.77
Principal Customer Contact Leader	1,009.00	26.55

(b) **Clerical and Administrative Stream**

Employee classification	Minimum weekly rate (full-time employees)	Minimum hourly rate
	\$	\$
Clerical and Administration Level 1	791.30	20.82
Clerical and Administration Level 2	818.50	21.54
Clerical and Administration Level 3	862.50	22.70
Clerical and Administration Level 4	941.10	24.77
Clerical and Administration Level 5	1,009.00	26.55

(c) **Technical Stream**

Employee classification	Minimum weekly rate (full-time employees)	Minimum hourly rate
	\$	\$
Telecommunications Trainee	791.30	20.82
Telecommunications Technical Employee	862.50	22.70
Telecommunications Technician	915.80	24.10
Advanced Telecommunications Technician	941.10	24.77

Employee classification	Minimum weekly rate (full-time employees)	Minimum hourly rate
	\$	\$
Principal Telecommunications Technician	1,009.00	26.55
Telecommunications Associate	1,090.40	28.69

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

15.2 Junior employee rates

Junior employees will be entitled to the percentage of the applicable adult weekly rate (or in the case of part-time or casual employees, the hourly rate) for their classification as follows:

Age	Percentage of adult rate
	%
15 years	50
16 years	60
17 years	70
18 years and over	100

15.3 Apprentices rates

- (a) The terms of this award will apply to apprentices except where it is otherwise stated.
- (b) Apprentices may be engaged in trades or occupations provided for in this award where recognised by a state or territory training authority.
- (c) In any state in which a statute or regulation relating to apprentices is in force, that statute or regulation will operate provided that such provisions are not inconsistent with this award, in which case the provisions of this award will apply.
- (d) In order to undertake trade training in accordance with clause 15.3 a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the relevant state or territory training authority or state or territory legislation. The employer will provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.
- (e) An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of state or territory legislation and the requirements of the relevant state or territory training authority.
- (f) The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the

relevant state or territory training authority and with state or territory legislation but will not exceed 3 months.

- (g) Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory conduct will be reimbursed all fees paid by them.
- (h) Except as provided in clause 15.3 or where otherwise stated, all conditions of employment specified in the award will apply to apprentices. Redundancy provisions will not apply to apprentices. The ordinary hours of employment of apprentices will not in each enterprise exceed those of the relevant tradesperson.
- (i) No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire.
- (j) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract or training agreement.
- (k) Subject to clause 15.3(1), the period of apprenticeship will be 4 years, except where the period is varied with the approval of the relevant state or territory training authority.
- (l) Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours will be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.
- (m) **Apprentice minimum rates**

- (i) Apprenticeship commenced before 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below:

Year of apprenticeship	Junior apprentice % of applicable adult rate	Adult apprentice % of applicable adult rate
1st year	42	42
2nd year	55	55
3rd year	75	75
4th year	88	88

- (ii) Apprenticeship commenced on or after 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage in clause 15.1(c) (in the case of part-time and casual employees the hourly rate) for the classification of “Telecommunications Technician” as set out in the tables below:

Year of apprenticeship	Junior apprentice		Adult apprentice
	Not completed year 12	Completed year 12	
	% of adult Telecommunications Technician rate		
1st year	50	55	80
2nd year	60	65	Telecommunications Trainee rate
3rd year	75	75	Telecommunications Trainee rate
4th year	88	88	88

- (n) Notwithstanding clause 15.3(m) above, where a person has been employed by an employer under this award immediately prior to commencing their adult apprenticeship with that employer, for at least 6 months as a full-time employee, or 12 months as a part-time or regular and systematic casual employee, that person must not suffer a reduction in their minimum wage by virtue of commencing their adult apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 15.1 in which the adult apprentice was engaged immediately prior to commencing their adult apprenticeship.
- (o) Time spent by an apprentice, other than an apprentice undertaking a school-based apprenticeship, in attending any training and/or 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 apprentice's wages and determining the apprentice's employment conditions. Clause 15.3 is subject to the provisions of Schedule D—School-based Apprentices.
- (p) **Excess travel costs for block release training**
- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that clause 15.3(p) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (ii) For the purposes of clause 15.3(p) clause excess reasonable travel costs include the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause 15.3(p) excess travel costs do not include

payment for travelling time or expenses incurred while not travelling to and from block release training.

- (iii) The amount payable by an employer under clause 15.3(p) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

15.4 School-based apprentices

For school-based apprentices, see Schedule D—School-based Apprentices.

15.5 Supported wage system

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

15.6 National Training Wage

- (a) Schedule E to the [Miscellaneous Award 20XX](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 20XX](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 20XX](#) is to be read as referring to the *Telecommunications Services Award 20XX* and not the [Miscellaneous Award 20XX](#).

16. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

16.1 Period of payment

At the election of the employer, wages may be paid weekly or fortnightly.

16.2 Flexibility in relation to pay periods

- (a) An employer may pay wages 4 weekly or monthly subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s).
- (b) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section/s to which the agreement applies.

16.3 Wages must be paid by electronic funds transfer, except where, by mutual agreement between the employee and employer, they may be paid by cash or by cheque.

16.4 Notwithstanding anything in clause 16, if there is an existing practice in place as at 31 December 2009, then an employer is permitted to continue with this practice.

16.5 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.5(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 16.5(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.5. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

17. Annual salary arrangements for higher classifications

17.1 The award provisions in clause 17.2 do not apply to full-time or part-time employees employed in the following classifications:

- (a) Principal Customer Contact Leader;
- (b) Telecommunications Associate; or
- (c) Clerical and Administration Level 5.

17.2 Exempt award provisions

- (a) Clause 13—Ordinary hours of work;
- (b) Clause 14—Breaks;
- (c) Clause 16—Payment of wages;
- (d) Clause 18—Allowances;
- (e) Clause 20—Overtime;
- (f) Clause 21—Penalty rates;

- (g) Clause 22.3(b)—Annual leave loading; and
- (h) Clause 27.3—Payment for time worked on a public holiday.

17.3 Obligations upon employers for exempted classifications

The following obligations apply to employers in relation to exempted classifications:

- (a) The ordinary hours of work of employees in those classifications set out in clause 17.1 of this award should not exceed the ordinary hours of duty in the particular industry or sector of industry in which the employee is employed. Employers will compensate for:
 - (i) time worked regularly in excess of ordinary hours of duty;
 - (ii) time worked on public holidays;
 - (iii) time spent standing-by in readiness for a call back;
 - (iv) time spent carrying out duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or
 - (v) time worked on afternoon, night or weekend shifts;
- (b) either by:
 - (i) taking these factors into account in the fixation of annual remuneration;
 - (ii) granting special additional remuneration;
 - (iii) granting a special allowance or loading; or
 - (iv) granting other compensation such as special additional leave.
- (c) An employee will be advised in writing upon engagement, or in any other case upon a request being made in writing to the employer, of the method of compensation being used. The methods of compensation are set out in clause 17.3(b). If the employer is compensating the employee by a method identified in clause 17.3(b), the employer must identify the special additional remuneration, allowance or loading which is being paid.
- (d) **Transfers**

Where an employee is transferred permanently from day work to shiftwork or from shiftwork to day work, such employee should receive at least one month's notice. However, the employer and the employee may agree on a lesser period of notice.
- (e) **Payment of wages**

At the election of the employer, wages may be paid weekly or fortnightly or in accordance with existing practices. Where agreement is reached with an individual employee, wages may be paid 4 weekly or monthly. This agreement may be reached at the time when the employee commences employment, but is not limited to such time.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

(f) Annual leave loading

- (i)** In addition to the annual leave payments specified in clause 22.3(a), employees will be paid an annual leave loading of **17.5%**.
- (ii)** Where an employer, in determining the total remuneration of an employee can demonstrate that it has taken into account that an annual leave loading will not be paid to the employee because the total remuneration has been fixed having regard to this fact or because other benefits related to annual leave of equal value have been granted by the employer, an entitlement to the annual leave loading will not accrue.

18. Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

18.1 Employers must pay to an employee the allowances the employee is entitled to under clause 18.

NOTE: See Schedule C—Summary of Monetary allowances for a summary of monetary allowances and method of adjustment.

18.2 Wage-related allowances—all streams

(a) First aid allowance

An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid an allowance of **\$17.25** per week if appointed by their employer to perform first aid duty.

18.3 Wage-related allowances—technical stream

The allowances in clause 18.3 apply only to employees in classifications set out in clause A.4—Technical stream classifications.

(a) All-purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowance is paid for all purposes under this award:

- (i)** Team leader/leading hand allowance (clause 18.3(b)).

(b) Team leader/leading hand allowance

A team leader/leading hand in the Technical Stream who is in charge of 3 or more people will receive the relevant amount as set out below.

In charge of	\$ per week
3–10 employees	37.86
11–20 employees	56.41
more than 20 employees	72.54

18.4 Expense-related allowances—all streams**(a) Vehicle allowance**

An allowance of **\$0.78** per kilometre will be paid to an employee who is required on a casual basis to use the employee's motor vehicle to carry out the employer's business.

(b) Telephone allowance

(i) Where an employee does not have a telephone, modem or broadband connection and, at the written request of the employer, the employee is required to have such equipment, the employer must reimburse the cost of purchase, installation and rental.

(ii) Where an employee makes telephone calls in connection with the business on their private telephone at the direction of the employer, the employer must reimburse the cost of such calls. Provided that the employer may request details of all such calls claimed by the employee.

(c) Meal allowance

(i) A meal allowance of **\$14.45** per occasion will be paid to an employee that is entitled to a rest break in accordance with clause 20.4, except in the circumstances in clause 18.4(c)(ii).

(ii) An employee is not entitled to a meal allowance if the employee:

- is a day worker and was notified no later than the previous day that they would be required to work overtime;
- is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
- lives in the same locality as the enterprise and could reasonably return home for meals.

(iii) If the employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to do less than the amount advised, they will be paid the prescribed meal allowance for the meal or meals.

(d) Distant work/travelling time payment

- (i) All reasonable out-of-pocket expenses incurred in connection with the employer's business authorised by the employer and properly paid by the employee will be reimbursed by the employer.
- (ii) Except as provided elsewhere in this award, an employee directed by the employer to travel in the employee's own time to transact company business will be paid travelling time and all expenses incurred while travelling in accordance with clause 18.4(e). Further, an employee sent by their employer from their usual locality to another and required to remain away from their usual residence will be paid expenses while so absent from their usual locality.
- (iii) An employee is not entitled to be paid for travelling in the employee's accustomed workplace or territory. In circumstances where an employee is required to work away from the accustomed workplace or territory and travels in the employee's own time to reach such place, the employee will be entitled to be paid for the time reasonably spent in travelling to such place in excess of that which would be spent travelling from home to the accustomed workplace or boundary of the accustomed territory.

(e) Payment for travelling

- (i) The amount of pay for an employee travelling outside of ordinary hours will be their ordinary rate of pay.
- (ii) The travelling time to be paid will be 12 maximum hours out of every 24 hours, or where a sleeping berth is provided by the employer for all night travel, a maximum of 8 hours out of every 24.

(f) Expenses

Expenses for the purposes of clause 18.4(d) means:

- (i) All fares reasonably incurred at the following standard:
 - **Rail:** first class (including the provision of a sleeping berth where available for all night travel);
 - **Air:** economy class for all journeys.
- (ii) Reasonable expenses incurred while travelling including **\$14.08** for each meal taken (except where the cost of the meal is included in the fare).
- (iii) Reimbursement of the cost incurred for accommodation of at least reasonable hotel/motel standard.

(g) Relocation expenses

- (i) Where an employee is transferred to another location or another state, the cost of removal expenses reasonably incurred must be paid for by the employer. An employee who transfers at their own request may be required to pay their own expenses.

- (ii) Where such employee is directed by the employer to another locality for employment which can be reasonably regarded as permanent and involving a change in residence and where the employee is in the process of buying a place of residence in that new location the employee will be provided with suitable accommodation for a period not exceeding 6 weeks.
- (iii) Where the employee can show to the satisfaction of the employer that the employee has taken all reasonable steps to obtain a place of residence of a similar nature and standard to that which the employee previously enjoyed and without success, then the abovementioned period may be extended to a period not exceeding 3 months.
- (iv) Where an employee is not in the process of buying a place of residence, the employer must provide suitable accommodation for up to 4 weeks.
- (v) The provisions of clauses 18.4(g)(i) to 18.4(g)(iv) will cease to apply immediately after the employee assumes a new place of residence or when the purchase has been completed, whichever is sooner.
- (vi) For the purposes of clause 18.4(g), accommodation will be limited to the provision of suitable housing.

18.5 Expense-related allowances—technical stream

- (a) The allowances in clause 18.5 apply only to employees in classifications set out in clause A.4—Technical stream classifications.
- (b) **Tool allowance—Technicians and apprentices**
 - (i) Telecommunications Technicians, Advanced Telecommunications Technicians and Principal Telecommunications Technicians will be paid an allowance of **\$15.49** per week for supplying and maintaining tools ordinarily required in the performance of their work.
 - (ii) Where the employer provides all of the tools required by them in the performance of their work the tool allowance will not be payable.
 - (iii) This allowance will apply to apprentices on the same percentage basis as set out in clause 15.3(m).
 - (iv) An employer will provide for the use of tradespersons or apprentices all necessary power tools, special purpose tools and precision measuring instruments.
 - (v) Employees will replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

19. Superannuation

19.1 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.

19.2 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.

19.3 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 19.2.
- (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 19.3(a) or (b) no later than 28 days after the end of the month.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) LUCRF;
- (c) Tasplan;
- (d) Sunsuper;
- (e) 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

- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

19.5 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 19.2 and pay the amount authorised under clauses 19.3(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 in total) 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 statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

20. Overtime

20.1 Definition of overtime

- (a) For full-time and casual employees overtime is any time worked in excess of the ordinary hours.
- (b) Part-time employees are entitled to payment for overtime in accordance with clause 10.2.

20.2 Overtime rates

- (a) Where an employee works overtime the employer must pay the employee overtime rates as follows:
 - (i) First 3 hours—**150%** of the ordinary hourly rate; and
 - (ii) After 3 hours—**200%** of the ordinary hourly rate.
- (b) In computing overtime, each day's work will stand alone.
- (c) Employees who are late starting or are absent for part of their ordinary hours on unpaid leave will complete their ordinary hours for that day prior to the entitlement to overtime.

20.3 Minimum payment on weekends

- (a) An employee required to work overtime on a Saturday or Sunday will be paid for a minimum of 3 hours at the appropriate rate except where the overtime is worked prior to or at the conclusion of ordinary hours of work.

- (b) In such circumstances, the employee will receive payment at the rate prescribed in clause 20.2 for the actual time worked.

20.4 Rest break during overtime

An employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each 4 hours of overtime if the employee continues to work after such rest break.

20.5 Rest period after working overtime

(a) Length of the rest period

When overtime work is necessary it will be arranged where reasonably practicable for employees to have at least 10 consecutive hours off duty between the work of successive days.

(b) Where the employee does not get a 10 hour rest

- (i) The following conditions apply to an employee (other than a casual or part-time employee) who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's ordinary hours of work on one day and the start of the employee's ordinary hours of work on the next day:

- the employee must be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty, and
- there will be no loss of pay for ordinary hours of work time which occur during this absence.

- (ii) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 20.5(b)(i):

- the employee must be paid **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter until released from duty;
- the employee is then entitled to be absent for 10 consecutive hours; and
- there will be no loss of pay for ordinary hours of work time which occur during this absence.

- (c) The provisions of clause 20.5 will not apply to call backs or in circumstances where an employee provides service or support over the telephone or via remote access arrangements where the time worked is less than 3 hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is 4 hours or more then the provisions of clause 20.5(b) will apply.

20.6 Time off instead of payment for overtime

- (a) 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.
- (b) 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 20.6.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) 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;
 - (iv) that any payment mentioned in clause 20.6(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.6 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) 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 20.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.6 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.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.6(e), 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.
- (h) The employer must keep a copy of any agreement under clause 20.6 as an employee record.
- (i) 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.
- (j) 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 20.6 will apply, including the requirement for separate written agreements under 20.6 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](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.6 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 20.6.

20.7 Call back

- (a) An employee recalled to work overtime after leaving work will be paid a minimum of 3 hours at the appropriate overtime rate for each time recalled, except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.

An employee will not be required to work the full 3 hours if the job(s) they are recalled to perform are completed within a shorter period.

- (b) Notwithstanding the above, where an employee has completed the call back and left work and is recalled within the 3 hour minimum period for that call back, the balance of the 3 hours' minimum period for that call back will be cancelled and the employee will only be paid up to the commencement of the next call back. The employee will then be entitled to be paid for a minimum of 3 hours for the next call back.

- (c) The provisions of 20.7 clause will not apply in circumstances where an employee provides service or support over the telephone or via remote access arrangements.
- (d) Overtime worked in circumstances specified in clause 20.7 will not be regarded as overtime for the purposes of clause 20.5 where the time worked is less than 3 hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is 4 hours or more then the provisions of clauses 20.5(b) will apply.

20.8 Remote service/support—Technical stream

- (a) The provisions of clause 20.8 will only apply to classifications in the Technical Stream.
- (b) An employee required to work overtime providing service or support over the telephone or via remote access arrangements will be paid for each occasion that such work is carried out:
 - (i) for a minimum of half an hour at the appropriate overtime rate where such work commences between 5.00 am and up to 10.00 pm;
 - (ii) for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 pm and up to midnight; or
 - (iii) for a minimum of one and a half hours at the appropriate overtime rate where such work commences after midnight and before 5.00 am;

except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.

Provided that the employee will not be required to work the full half an hour or one hour or one and a half hours, as the case may be, if the work which the employer requires to be performed is completed within a shorter period.

- (c) Notwithstanding the above, where an employee has completed the job and finished work and is required to perform further work within the minimum period specified in clause 20.8(b) for that job, the balance of the minimum period for that job will be cancelled and the employee will only be paid up to the commencement of the next work period. The employee will then be entitled to be paid for a minimum of half hour, one hour or one and a half hours, as the case may be, for the next work period.
- (d) Overtime worked in circumstances specified in clause 20.8(b) will not be regarded as overtime for the purposes of clause 20.5 where the time worked is less than 3 hours during the work period or each work period. Provided that where the total number of hours worked on more than one work period is 4 hours or more then the provisions of clause 20.5(b) will apply.
- (e) Overtime worked in circumstances specified in 20.8(b) clause will not be regarded as overtime for the purposes of clause 20.6(a).

20.9 Stand-by

- (a) An employee who is required to remain in readiness for a return to work outside their normal working hours will be paid an allowance of **20%** of the ordinary hourly rate for their classification for each hour they are required to stand by.
- (b) While receiving the appropriate overtime rate, the stand-by allowance will not be paid.

20.10 Rates not cumulative

The rates prescribed in clause 20.10 are in substitution for and not cumulative upon the penalties prescribed in clause 21—Penalty rates and clause 27—Public holidays.

21. Penalty rates

21.1 Definitions

Subject to clause 13.6(b):

- (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 9.00 am.

21.2 Shiftwork penalty rates

- (a) Employees on an afternoon shift are entitled to **115%** of the ordinary hourly rate.
- (b) Except as provided for in clause 21.2(c), employees on a night shift are entitled to **115%** of the ordinary hourly rate.
- (c) An employee who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on night shift for a longer period than 4 consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the employee at least one third of the working time off night shift in each shift cycle;

is entitled to **130%** of the ordinary hourly rate for time worked on such permanent night shift. This penalty is in substitution for and not cumulative upon the night shift penalty prescribed in clause 21.2(b).

21.3 Weekend penalty rate

- (a) Employees are entitled to **150%** of the ordinary hourly rate for ordinary time worked:
 - (i) between midnight on Friday and 7.00 am on Saturday; and
 - (ii) between 1.00 pm on Saturday and midnight on Sunday.

(b) The rate in clause 21.3(a) is in substitution for and not cumulative upon the afternoon and night shift penalties prescribed in clause 21.2.

21.4 The penalties in clause 21—Penalty rates are not payable for periods of overtime or for time worked on public holidays.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Clause 22 of the award supplements the provisions of the [NES](#) which deal with annual leave. Annual leave does not apply to casual employees.

22.2 For the purposes of the provisions of the [NES](#) which deal with annual leave, a **shiftworker** is an afternoon or night shiftworker who is rostered to regularly work ordinary hours of work on Sundays and Public holidays.

22.3 Payment for annual leave

(a) Instead of the base rate of pay as referred to in section 90(1) of the [Act](#), an employee, prior to commencing a period of annual leave, will be paid the wages they would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period. Provided that, subject to clause 22.3(c), the employee will not be entitled to any amount calculated by reference to clause 21—Penalty rates.

(b) In addition to the payment specified in clause 22.3(a), employees must be paid an annual leave loading of **17.5%**.

(c) Where an employee would have received loadings, in accordance with clause 21—Penalty rates, had the employee not been on leave and such loadings would have entitled the employee to a greater amount than the loading of **17.5%**, then the employee will be paid the greater amount instead of the **17.5%** loading.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is 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 sections 16 and 90 of the [Act](#)).

22.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 22, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

22.5 Excessive leave accruals: general provision

NOTE: Clauses 22.5 to 22.7 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 22.2).
- (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 22.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.6 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 22.5(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 clause 22.6(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 22.5, 22.6 or 22.7 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 clause 22.6(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 22.6(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 clause 22.6(d) may result in the direction ceasing to have effect. See clause 22.6(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.

22.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.5(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.
- (b) However, an employee may only give a notice to the employer under clause 22.7(a) 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 22.6(a) that, when any other paid annual leave arrangements (whether made under clause 22.5, 22.6 or 22.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 22.7(a) 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 22.5, 22.6 or 22.7 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.
- (d) An employee is not entitled to request by a notice under clause 22.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 22.7(a).

22.8 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 22.8 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.8 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 22.8, 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.

22.9 Annual close-down

- (a) An employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that the employer gives at least one month's notice to the affected employees. The notice will advise employees of the commencement date and duration of the close-down.
- (b) An employer may close down for one or 2 periods. Where there is agreement between the employer and the majority of employees concerned, an employer may close down for more than 2 periods.
- (c) An employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clause 15—Minimum rates. An employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down.

22.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.10.
- (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 22.10 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 22.10 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 22.10 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 22.10.

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 22.10.

NOTE 3: An example of the type of agreement required by clause 22.10 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—Agreement to Cash Out Annual Leave.

23. Personal/carer's leave and compassionate leave

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

24. Parental leave and related entitlements

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

25. Community service leave

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

26. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

27. Public holidays

27.1 Public holiday entitlements are provided for in the [NES](#).

27.2 Substitution of public holidays

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

27.3 Payment for time worked on a public holiday

- (a) Except as provided for in clause 27.3(c), an employee who is required to work on a public holiday will be paid at the following rates for a minimum of 3 hours:
 - (i) day work—**250%** of the ordinary hourly rate; and
 - (ii) afternoon and night shifts—**200%** of the ordinary hourly rate.
- (b) The rate in clause 27.3(a) is in substitution for and not cumulative upon the penalties set out in clause 21—Penalty rates or the overtime rates in clause 20—Overtime.
- (c) The payment required under clause 27.3(a) only applies to time which is worked on the actual public holiday day, i.e. midnight to midnight.

27.4 Part-day public holiday

For provisions relating to part-day public holidays see Schedule I—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

28. Consultation about major workplace change

28.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and

- (c) commence discussions as soon as practicable after a definite decision has been made.
- 28.2** For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 28.3** Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 28.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 28.1(b).
- 28.5** In clause 28 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 28.6** Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

29. Consultation about changes to rosters or hours of work

- 29.1** Clause 29 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 29.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 29.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

29.4 The employer must consider any views given under clause 29.3(b).

29.5 Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

30. Dispute resolution

30.1 Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

30.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

30.3 If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

30.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.

30.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

30.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

30.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.

30.8 While procedures are being followed under clause 30 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

30.9 Clause 30.8 is subject to any applicable work health and safety legislation.

31. Dispute resolution procedure training leave

31.1 An eligible employee representative will be entitled to, and the employer will grant, up to 5 days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the [Act](#), or with any relevant agreement which provides it is to be read in conjunction with this award.

- 31.2** An eligible employee representative must give the employer 6 weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 31.3** The notice to the employer will include details of the type, content and duration of the course to be attended.
- 31.4** The taking of such leave will be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 31.5** An eligible employee representative taking such leave will be paid all ordinary time earnings which normally become due and payable during the period of leave.
- 31.6** Leave of absence granted pursuant to clause 31 will count as service for all purposes of this award.
- 31.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is:

- (a) a shop steward, a delegate or an employee representative, duly elected or appointed by the employees in a workplace, generally or collectively, for all or part of a workplace, for the purpose of representing those employees in the dispute resolution procedure; and
- (b) within the class and number of representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

Number of employees employed by employer in enterprise or workplace	Maximum number of eligible employee representatives entitled per year
5–15	1
16–30	2
31–50	3
51–90	4
more than 90	5

- 31.8** Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year will be resolved by agreement between those entitled, or if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 31.9** For purposes of applying the quota table employees employed by the employer in the enterprise or workplace are full-time, part-time and casual employees with 6 months or more service who are covered by this award and who are engaged in the enterprise or workplace to which the procedure established under clause 30—Dispute resolution applies.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

NOTE: the [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

32.1 Notice of termination by an employee

- (a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(d).
- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

DRAFT

Schedule A—Classification Structure and Definitions

A.1 Classification tables

A.1.1 Customer Contact Stream

Classification	Qualifications
Customer Contact Trainee	N/A
Customer Contact Officer Level 1	Certificate II
Customer Contact Officer Level 2	Certificate III
Principal Customer Contact Specialist	N/A
Customer Contact Team Leader	Certificate IV
Principal Customer Contact Leader	Diploma

A.1.2 Clerical and Administrative Stream

Classification	Qualifications
Clerical and Administration Employee Level 1	Certificate I
Clerical and Administration Employee Level 2	Certificate II
Clerical and Administration Employee Level 3	Certificate III
Clerical and Administration Employee Level 4	Certificate IV
Clerical and Administration Employee Level 5	Diploma

A.1.3 Technical Stream

Classification	Qualifications
Telecommunications Trainee	N/A
Telecommunications Technical Employee	Certificate II
Telecommunications Technician	Certificate III
Advanced Telecommunications Technician	Certificate IV
Principal Telecommunications Technician	Diploma
Telecommunications Associate	Advanced Diploma

A.2 Customer contact stream classifications

A.2.1 Customer Contact Trainee

- (a) A Customer Contact Trainee is engaged in a course of training and development (other than through a new apprenticeship/traineeship) to enable them to perform customer contact functions in the telecommunications industry.
- (b) An employee at this level would not normally perform customer contact functions without direct/immediate supervision.
- (c) An employee would normally graduate from the course of training as a Customer Contact Officer.

A.2.2 Customer Contact Officer Level 1

(a) Role definition

A Customer Contact Officer Level 1 is employed to perform a prescribed range of functions involving known routines and procedures and has some accountability for the quality of outcomes. Such an employee will:

- receive calls;
- use common call centre telephone and computer technology;
- enter and retrieve data;
- work in a team; and
- manage their own work under guidance.

Such an employee provides at least one specialised service to customers such as sales and advice for products or services, complaints or fault enquiries or data collection for surveys.

(b) Indicative tasks

An employee at this level would normally perform the following indicative tasks:

- follow work health & safety policy and procedures;
- communicate in a customer contact centre;
- work in a customer contact centre environment;
- respond to inbound customer contact;
- conduct outbound customer contact;
- use basic computer technology;
- use an enterprise information system; and
- provide quality customer service.

An employee at this level would also normally perform some of the following indicative tasks:

- fulfil customer needs;
- process sales;
- action customers' fault reports;
- resolve customers' complaints;
- process low risk credit applications;
- process basic customer account enquiries; and

- conduct data collection.

(c) Qualifications

An employee who holds a Certificate II in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.2.3 Customer Contact Officer Level 2

(a) Role definition

A Customer Contact Officer Level 2 is employed to perform a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgment is required in the selection of equipment, services or contingency measures and within known time constraints. Such an employee will:

- receive calls;
- use common call centre telephone and computer technology;
- enter and retrieve data;
- work in a team; and
- manage their own work under guidance.

This employee performs a number of functions within a customer contact operation requiring a diversity of competencies including:

- providing multiple specialised services to customers such as complex sales and service advice for a range of products or services, difficult complaint and fault inquiries and deployment of service staff;
- using multiple technologies such as telephony, internet services and face-to-face contact; and
- providing a limited amount of leadership to less experienced employees.

(b) Indicative tasks

An employee at this level would normally perform the following indicative tasks:

- follow work health & safety policy and procedures;
- communicate in a customer contact centre;
- work in a customer contact centre environment;
- respond to inbound customer contact;
- conduct outbound customer contact;
- use basic computer technology;

- use an enterprise information system; and
- provide quality customer service.

An employee at this level would also normally perform some of the following indicative tasks:

- send and retrieve information over the internet using browsers and email;
- manage work priorities and professional development;
- manage workplace relationships in a contact centre;
- use multiple information systems;
- manage customer relationships;
- deploy customer service staff;
- conduct a telemarketing campaign;
- provide sales solutions to customers;
- negotiate with customers on major faults;
- resolve complex customer complaints;
- process high risk credit applications; and
- process complex accounts, service severance and defaults.

(c) Qualifications

An employee who holds a Certificate III in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.2.4 Principal Customer Contact Specialist

(a) Role definition

A Principal Customer Contact Specialist is employed to perform a broad range of skilled applications and provide leadership and guidance to others in the application and planning of the skills. Such an employee:

- receives calls;
- uses common call centre telephone and computer technology;
- enters and retrieves data;
- works in a team; and
- manages their own work.

The employee works with a high degree of autonomy with authority to make decisions in relation to specific customer contact matters and provides leadership as a coach, mentor or senior staff member.

An employee at this level performs a number of functions within a customer contact operation requiring a diversity of competencies including:

- providing services to customers involving a high level of product or service knowledge, often autonomously acquired;
- using multiple technologies such as telephony, internet services and face-to-face contact; and
- taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

A.2.5 Customer Contact Team Leader

(a) Role definition

A Customer Contact Team Leader is employed to perform a broad range of skilled applications including evaluating and analysing current practices, developing new criteria and procedures for performing current practices and providing leadership and guidance to others in the application and planning of the skills. Such an employee:

- receives calls;
- uses common call centre telephone and computer technology;
- enters and retrieves data;
- works in a team; and
- manages their own work.

The employee works with a high degree of autonomy with authority to make decisions in relation to specific customer contact matters and provides leadership in a team leader role.

This employee performs a number of functions within a customer contact operation requiring a diversity of competencies including:

- providing services to customers involving a high level of product or service knowledge, often autonomously acquired;
- using multiple technologies such as telephony, internet services and face-to-face contact; and
- taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

(b) Indicative tasks

An employee at this level would normally perform the following indicative tasks:

- follow work health & safety policy and procedures;
- communicate in a customer contact centre;
- work in a customer contact centre environment;
- respond to inbound customer contact;
- conduct outbound customer contact;
- use basic computer technology;
- use an enterprise information system;
- provide quality customer service; and
- provide leadership in a contact centre.

An employee at this level would also normally perform some of the following indicative tasks:

- lead operations in a contact centre;
- monitor safety in a contact centre;
- implement continuous improvement in a contact centre;
- lead innovation and change in a contact centre;
- administer customer contact telecommunications technology;
- implement customer service strategies in a contact centre;
- implement information systems in a contact centre;
- acquire product or service knowledge;
- gather, collate and record information;
- analyse information;
- lead teams in a contact centre; and
- develop teams and individuals in a contact centre.

(c) Qualifications

An employee who holds a Certificate IV in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.2.6 Principal Customer Contact Leader

(a) Role definition

A Principal Customer Contact Leader is employed in the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of functions in either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is involved and accountability and responsibility for self and others in achieving the outcomes is involved.

A Telecommunications Customer Contact Leader would co-ordinate the work of a number of teams within a call centre environment, and would typically have a number of specialists/supervisors reporting to them.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- manage personal work priorities and professional development;
- provide leadership in the workplace;
- establish effective workplace relationships;
- facilitate work teams;
- manage operational plan;
- manage workplace information systems;
- manage quality customer service;
- ensure a safe workplace;
- promote continuous improvement;
- facilitate and capitalise on change and innovation; and
- develop a workplace learning environment.

(c) Qualifications

An employee who holds a Diploma—Front Line Management or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.2.7 Interpretation—Indicative tasks

The indicative tasks set out in A.2 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed customer contact competency standards in the Telecommunications Training Package (ICT2002). The indicative tasks for Principal Customer Contact Leader are aligned to the units of competency in Business Services Training

Australia's endorsed competency standards in the Business Services Training Package (BSB2001).

In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

A.3 Clerical and administration stream classifications

A.3.1 Clerical and Administration Employee Level 1

(a) Role definition

An employee at this level:

- works under direct supervision with regular checking of progress;
- applies knowledge and skills to a limited range of tasks; and
- performs work within established routines, methods and procedures that are predictable and which require the exercise of limited discretion.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- prepare for work;
- complete daily work activities;
- apply basic communication skills;
- plan skills development;
- use business equipment;
- follow workplace safety procedures;
- operate a personal computer;
- develop keyboard skills; and
- follow environmental work practices.

(c) Qualifications

An employee who holds a Certificate I in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.2 Clerical and Administration Employee Level 2

(a) Role definition

An employee at this level:

- works under routine supervision with intermittent checking;

- applies knowledge and skills to a range of tasks; and
- usually performs work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- work effectively in a business environment;
- organise and complete daily work activities;
- communicate in the workplace;
- work effectively with others;
- use business technology;
- process and maintain workplace information;
- prepare and process financial/business documents;
- deliver a service to customers;
- provide information to clients;
- implement improved work practices;
- participate in workplace safety procedures;
- handle mail;
- produce simple word-processed documents;
- create and use simple spreadsheets; and
- participate in environmental work practices.

(c) Qualifications

An employee who holds a Certificate II in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.3 Clerical and Administration Employee Level 3

(a) Role definition

An employee at this level:

- works under limited supervision with checking related to overall progress;
- may be responsible for the work of others and may be required to co-ordinate such work;
- applies knowledge with depth in some areas and a broad range of skills; and

- performs work within routines, methods and procedures where some discretion and judgment is required.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- exercise initiative in a business environment;
- organise personal work priorities and development;
- contribute to effective workplace relationships;
- contribute to personal skill development and learning;
- organise workplace information;
- produce business documents;
- maintain business resources;
- maintain financial records;
- recommend products and services;
- deliver and monitor a service to customers;
- maintain workplace safety;
- support innovation and change;
- maintain environmental procedures;
- produce texts from shorthand notes;
- produce texts from notes;
- produce texts from audio transcription;
- design and develop text documents;
- create and use databases;
- create electronic presentations;
- organise schedules;
- process payroll;
- process accounts payable and receivable;
- maintain a general ledger;
- support leadership in the workplace;
- participate in work teams;

- support operational plans;
- provide workplace information and resourcing plans;
- support continuous improvement systems and processes;
- deliver and monitor a service to customers; and
- support a workplace learning environment.

(c) Qualifications

An employee who holds a Certificate III in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.4 Clerical and Administration Employee Level 4

(a) Role definition

An employee at this level:

- works without supervision, with general guidance on progress and outcomes sought;
- may be responsible for the organisation of the work of others;
- applies knowledge with depth in some areas and a broad range of skills;
- performs a wide range of tasks, and the range and choice of actions required will usually be complex; and
- performs work within routines, methods and procedures where discretion and judgment is required, for both self and others.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- develop work priorities;
- establish business networks;
- develop teams and individuals;
- analyse and present research information;
- maintain business technology;
- coordinate business resources;
- report on financial activity;
- promote products and services;
- co-ordinate implementation of customer service strategies;

- monitor a safe workplace;
- promote innovation and change;
- implement and monitor environmental policies;
- show leadership in the workplace;
- manage effective workplace relationships;
- lead work teams;
- implement operational plan;
- implement workplace information system;
- implement continuous improvement;
- develop teams and individuals;
- produce complex texts from shorthand notes;
- produce complex business documents;
- develop and use complex databases;
- develop and use complex spreadsheets;
- organise meetings;
- organise business travel;
- administer projects; and
- prepare financial reports.

(c) Qualifications

An employee who holds a Certificate IV in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.5 Clerical and Administration Employee Level 5

(a) Role definition

An employee at this level:

- may be responsible for the planning and management of the work of others;
- applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific;
- applies knowledge and skills independently and non-routinely; and
- exercises considerable judgment and initiative.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- manage personal work priorities and professional development;
- provide leadership in the workplace;
- establish effective workplace relationships;
- facilitate work teams;
- manage operational plan;
- manage workplace information systems;
- manage quality customer service;
- ensure a safe workplace;
- promote continuous improvement;
- facilitate and capitalise on change and innovation;
- develop a workplace learning environment;
- manage the establishment and maintenance of a workgroup network;
- manage meetings;
- plan or review administration systems;
- manage payroll; and
- manage business document design and development.

(c) Qualifications

An employee who holds a Diploma which is recognized within the Business Services Training Package or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.6 Interpretation—Indicative tasks

The indicative tasks set out in A.3 are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB2001). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

A.4 Technical stream classifications

A.4.1 Telecommunications Trainee

- (a) A Telecommunications Trainee is engaged in a course of training and development (other than through a new apprenticeship/traineeship) to enable them to perform technical functions in the telecommunications industry.
- (b) An employee at this level would not normally perform technical functions without direct/immediate supervision.
- (c) An employee would normally graduate from the course of training as a Telecommunications Technical Assistant.

A.4.2 Telecommunications Technical Employee

(a) Specialisations

- Telecommunications Technical Employee (Cabling); and
- Telecommunications Technical Employee (Customer Access Network).

(b) Telecommunications Technical Employee (Cabling)

(i) Role definition

A Telecommunications Technical Employee (Cabling) performs a prescribed range of functions involving known routines and procedures and accountability for the quality of outcomes.

An employee in this role installs telecommunications and data cabling and cabling products on customer premises in accordance with Australian Communications Authority requirements under the auspices of the industry registration regime.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- install cable support systems;
- place and secure cable;
- terminate metallic conductor cable;
- install functional and protective telecommunications earthing system;
- joint copper cable;
- alter services to existing cable system; and
- organise and monitor cabling to ensure compliance with regulatory and industry standards.

(iii) Qualifications

An employee who holds a Certificate II in Telecommunications Cabling or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) Telecommunications Technical Employee (Customer Access Network)

(i) Role definition

A Telecommunications Technical Employee (Customer Access Network) is employed to perform a prescribed range of functions involving known routines and procedures and accountability for the quality of outcomes.

An employee at this level installs telecommunications cabling and cabling support resources and equipment in enterprise owned customer access networks in accordance with specific enterprise requirements.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- follow work health and safety policy and procedures;
- use hand and power tools;
- work effectively in a telecommunications technology team;
- haul underground cable;
- install telecommunications service to a building;
- construct underground enclosures;
- joint metallic cable;
- splice optic fibre cable;
- joint and terminate coaxial cable;
- install an above ground equipment enclosure;
- erect cable supports; and
- fix aerial cable.

(iii) Qualifications

An employee who holds a Certificate II in Telecommunications (Access Network) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.3 Telecommunications Technician (Cabling and Customer Premises Equipment)**(a) Role definition**

A Telecommunications Technician (Cabling and Customer Premises Equipment) performs a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion is required in the selection of equipment, services or contingency measures and within known time constraints.

An employee in this role is involved in:

- the installation of telecommunications and data cabling and cabling products on customer premises in accordance with Australian Communications Authority requirements under the auspices of the industry registration regime; and
- the installation of voice and data telecommunications equipment.

This role includes assessing installation requirements, planning and performing installations, testing installed equipment and fault finding. It involves a degree of autonomy and may include some supervision of others.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- install cable support systems;
- place and secure cable;
- terminate metallic conductor cable;
- place, secure and terminate structured cabling twisted pair for certification;
- place, secure and terminate optical fibre cable;
- place, secure and terminate coaxial cable;
- install functional and protective telecommunications earthing system;
- alter services to existing cable system;
- organise and monitor cabling to ensure compliance with regulatory and industry standards;
- install Customer Premises Equipment (CPE) systems and equipment;
- cut over new CPE systems and equipment;
- hand over systems and equipment;
- joint copper cable;
- train customers;

- recover CPE;
- refurbish CPE; and
- complete all administrative work associated with CPE activity.

(c) Qualifications

An employee who holds a Certificate III in Telecommunications Cabling and Customer Premises Equipment or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.4 Advanced Telecommunications Technician

(a) Specialisations

- Advanced Telecommunications Technician (Telecommunications Access Planning);
- Advanced Telecommunications Technician (Engineering); and
- Advanced Telecommunications Technician (Telecommunications Computer Systems).

(b) Advanced Telecommunications Technician (Telecommunications Access Planning)

(i) Role definition

An Advanced Telecommunications Technician (Telecommunications Access Planning) performs a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedure for performing current practices and provision of some leadership and guidance to others in the application and planning of the skills.

This role is concerned with planning the development of the customer access network infrastructure. The role requires an in-depth understanding of the access network, the capacity to develop planned additions and rectifications to the access network, as well as the ability to monitor the implementation of those plans.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- apply knowledge of Access Network Architecture and Core Components;
- apply knowledge of the internal and external influences upon the enterprise and the telecommunications industry;
- plan the Access Network;

- apply skills in risk management;
- apply skills in scope management;
- brief the project;
- manage effective workplace relationships;
- contribute to effective workplace relationships;
- plan assessment;
- conduct assessment;
- review assessment;
- train small groups;
- deliver training sessions; and
- review training.

(iii) Qualifications

An employee who holds a Certificate IV in Telecommunications Access Planning or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) Advanced Telecommunications Technician (Engineering)

(i) Role definition

An Advanced Telecommunications Technician (Engineering) performs a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and provision of some leadership and guidance to others in the application and planning of the skills.

An employee in this role is involved in installing telecommunications and data communications equipment.

This role includes planning and performing installations, testing installed equipment and fault finding.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- follow work health and safety policy and procedures;
- use hand and power tools;
- work effectively in a telecommunications technology team;
- plan assessment;

- conduct assessment;
- review assessment;
- identify requirements for customers' telecommunications equipment;
- prepare design drawings and specifications for a cable installation;
- estimate and quote on customer equipment installation;
- schedule and supply cable installation;
- supervise cabling project;
- organise resources;
- undertake a civil site survey;
- organise material supply;
- assign a transmission path;
- schedule resources;
- schedule CPE installation;
- install radio controlled CPE;
- install PC based CPE system programs;
- install an antenna/wave guide;
- test cable bearers;
- effect changes to existing CPE systems and equipment;
- cutover CPE additions, moves and changes;
- complete network equipment/software upgrades;
- commission an electronic system;
- schedule CPE maintenance;
- undertake preventive maintenance (CPE systems and equipment);
- perform tests and fault diagnosis on remote from the customer premises;
- locate and rectify CPE faults on site, on first-in basis;
- monitor, analyse and action telecommunications network alarms;
- undertake routine maintenance of the telecommunications network;
- undertake remote repair of network faults;
- locate and rectify network faults on a first-in basis;
- undertake outage management;

- conduct radio frequency measurements;
- conduct field tests of radio/wireless networks;
- remotely locate and identify cable network faults;
- locate and diagnose cable faults;
- locate and diagnose electronic faults; and
- repair electronic faults.

(iii) Qualifications

An employee who holds a Certificate IV in Telecommunications Engineering or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(d) Advanced Telecommunications Technician (Telecommunications Computer Systems)

(i) Role definition

An Advanced Telecommunications Technician (Telecommunications Computer Systems) performs a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and provision of some leadership and guidance to others in the application and planning of the skills.

An employee in this role is involved in:

- installing telecommunications computer equipment and telecommunications computer systems; and
- installing telecommunications data communications equipment.

This role includes planning and performing installations, testing installed equipment and fault finding.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- install PC based CPE system programs;
- effect changes to existing CPE systems and equipment;
- complete equipment/software upgrades;
- locate and rectify CPE faults on site, on a first-in basis;
- locate and rectify network faults on a first-in basis;
- cutover CPE additions, moves and changes;

- locate and diagnose cable faults;
- locate and diagnose electronic faults; and
- repair electronic faults.

(iii) Qualifications

An employee who holds a Certificate IV in Telecommunications Computer Systems or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.5 Principal Telecommunications Technician

(a) Specialisations:

- Principal Telecommunications Technician (Engineering); and
- Principal Telecommunications Technician (Telecommunications Computer Systems).

(b) Principal Telecommunications Technician (Engineering)

(i) Role definition

A Principal Telecommunications Technician (Engineering) performs work in a self-directed manner and applies knowledge and skills, with substantial depth in some areas where judgment is required in planning and selecting appropriate equipment, services and techniques for self and others.

An employee in this role is involved in:

- the installation and management of telecommunications computer equipment and telecommunications computer systems; and
- the installation and management of data communications equipment.

This role includes assessing installation requirements, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- provide high level consultancy and technical support in the CPE sector;
- develop and deliver training associated with new and/or modified products;
- develop and deliver technical information to all company staff;
- develop CPE installation project plans;

- prepare a project brief;
- design a telecommunications project;
- design an electronic network;
- prepare project specifications;
- acceptance test new systems and equipment;
- commission telecommunications network equipment;
- integrate new systems and equipment into the telecommunications network;
- cutover new and/or replacement network equipment;
- complete equipment/software upgrades;
- locate and rectify complex CPE system and equipment faults;
- provide expert advice and support on very complex CPE faults;
- analyse and organise repair of complex telecommunications network faults;
- undertake outage management;
- conduct tests on handset enhancements and international roaming agreements;
- develop software;
- use Photonics devices;
- integrate specialised Photonics devices into telecommunications systems;
- use a virtual instrument;
- perform Photonics laboratory techniques;
- configure and cutover a WDM system;
- administer a data communication (LAN or WAN) network; and
- test and measure mobile phone performance.

(iii) Qualifications

An employee who holds a Diploma in Telecommunications Engineering or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) **Principal Telecommunications Technician (Telecommunications Computer Systems)**

(i) **Role definition**

A Principal Telecommunications Technician (Telecommunications Computer Systems) performs work in a self-directed manner and applies knowledge and skills, with substantial depth in some areas where judgment is required in planning and selecting appropriate equipment, services and techniques for self and others.

An employee in this role is involved in:

- the installation and management of telecommunications computer equipment and telecommunications computer systems; and
- the installation and management of data communications equipment.

This role includes assessing installation requirements, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) **Indicative tasks**

The following tasks are indicative of those performed by an employee at this level:

- acceptance test new systems and equipment;
- integrate new systems and equipment into the telecommunications network;
- cutover new and/or replacement network equipment;
- locate and rectify complex CPE system and equipment faults; and
- develop software.

(iii) **Qualifications**

An employee who holds a Diploma of Telecommunications Computer Systems or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.6 Telecommunications Associate

(a) **Specialisations:**

- Telecommunications Associate (Engineering); and
- Telecommunications Associate (Telecommunications Computer Systems).

(b) Telecommunications Associate (Engineering)

(i) Role definition

A Telecommunications Associate (Engineering) performs work involving the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of contexts in relation to either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is involved and accountability and responsibility for self and others in achieving the outcomes is involved.

An employee in this role is involved in:

- design, installation and management of telecommunications equipment and systems; and
- design, installation and management of data communications equipment.

This role includes assessing installation requirements, designing systems, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- plan the development and growth of the telecommunications network;
- forecast service demand;
- prepare a project brief;
- develop project management plan;
- prepare a detailed design brief;
- undertake qualification testing of new or enhanced equipment and systems;
- undertake system administration;
- undertake network traffic management;
- co-ordinate fault rectification and restoration of service following network outages;
- ensure that network changes are implemented as planned with minimal impact to the customer;
- undertake network performance analysis;
- undertake management of the common channel signalling network;

- analyse and organise repair of the most complex telecommunications network faults;
- verify new software/hardware releases;
- monitor the capacity of, and recommend changes to, the mobile network;
- create code for applications; and
- prepare a detailed design for a communication network.

(iii) Qualifications

An employee who holds an Advanced Diploma in Telecommunications Engineering or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) Telecommunications Associate (Telecommunications Computer Systems)

(i) Role definition

A Telecommunications Associate (Telecommunications Computer Systems) performs work involving the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of contexts in relation to either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is involved and accountability and responsibility for self and others in achieving the outcomes is involved.

An employee in this role is involved in:

- design, installation and management of telecommunications computer equipment and systems; and
- design, installation and management of data communications equipment.

This role includes assessing installation requirements, designing systems, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- undertake qualification testing of new or enhanced equipment and systems;
- undertake system administration;
- undertake network traffic management;
- undertake network performance analysis;

- create code for applications; and
- prepare a detailed design for a communication network.

(iii) Qualifications

An employee who holds an Advanced Diploma in Telecommunications Computer Systems or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.7 Interpretation—Indicative tasks

The indicative tasks set out in A.4 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed competency standards in the Telecommunications Training Package (ICT2002). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

DRAFT

Schedule B—Summary of Hourly Rates of Pay

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 18.3(a), this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 15.1. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

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

B.2.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates

Employee classification	Ordinary hours	Saturday – before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays
	% of ordinary hourly rate ²		
	100%	150%	250%
	\$	\$	\$
Customer Contact Trainee	20.82	31.23	52.05
Customer Contact Officer Level 1	21.54	32.31	53.85
Customer Contact Officer Level 2	22.70	34.05	56.75
Principal Customer Contact Specialist	23.92	35.88	59.80
Customer Contact Team Leader	24.77	37.16	61.93
Principal Customer Contact Leader ¹	26.55	–	–
Clerical and Administration Level 1	20.82	31.23	52.05
Clerical and Administration Level 2	21.54	32.31	53.85
Clerical and Administration Level 3	22.70	34.05	56.75
Clerical and Administration Level 4	24.77	37.16	61.93
Clerical and Administration Level 5 ¹	26.55	–	–
Telecommunications Trainee	20.82	31.23	52.05
Telecommunications Technical Employee	22.70	34.05	56.75
Telecommunications Technician	24.10	36.15	60.25
Advanced Telecommunications Technician	24.77	37.16	61.93

Employee classification	Ordinary hours	Saturday – before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays
	% of ordinary hourly rate²		
	100%	150%	250%
	\$	\$	\$
Principal Telecommunications Technician	26.55	39.83	66.38
Telecommunications Associate ¹	28.69	–	–

¹ See clause 17—Annual salary arrangements for higher classifications in relation to award provisions that do not apply to persons in these classifications.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.2 Full-time and part-time employees—shiftworkers—ordinary and penalty rates

Employee classification	Ordinary hours	Afternoon & night shift	Permanent night shift	Saturday – before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays – afternoon & night shifts
	% of ordinary hourly rate²				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Customer Contact Trainee	20.82	23.94	27.07	31.23	41.64
Customer Contact Officer Level 1	21.54	24.77	28.00	32.31	43.08
Customer Contact Officer Level 2	22.70	26.11	29.51	34.05	45.40
Principal Customer Contact Specialist	23.92	27.51	31.10	35.88	47.84
Customer Contact Team Leader	24.77	28.49	32.20	37.16	49.54
Principal Customer Contact Leader ¹	26.55	–	–	–	–
Clerical and Administration Level 1	20.82	23.94	27.07	31.23	41.64
Clerical and Administration Level 2	21.54	24.77	28.00	32.31	43.08
Clerical and Administration Level 3	22.70	26.11	29.51	34.05	45.40
Clerical and Administration Level 4	24.77	28.49	32.20	37.16	49.54
Clerical and Administration Level 5 ¹	26.55	–	–	–	–
Telecommunications Trainee	20.82	23.94	27.07	31.23	41.64
Telecommunications Technical Employee	22.70	26.11	29.51	34.05	45.40
Telecommunications Technician	24.10	27.72	31.33	36.15	48.20

Employee classification	Ordinary hours	Afternoon & night shift	Permanent night shift	Saturday – before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays – afternoon & night shifts
	% of ordinary hourly rate²				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Advanced Telecommunications Technician	24.77	28.49	32.20	37.16	49.54
Principal Telecommunications Technician	26.55	30.53	34.52	39.83	53.10
Telecommunications Associate ¹	28.69	–	–	–	–

¹ See clause 17—Annual salary arrangements for higher classifications in relation to award provisions that do not apply to persons in these classifications.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.3 Full-time and part-time employees other than shiftworkers—overtime rates

Employee classification	Monday to Sunday – first 3 hours	Monday to Sunday – after 3 hours	Public holidays
	% of ordinary hourly rate²		
	150%	200%	250%
	\$	\$	\$
Customer Contact Trainee	31.23	41.64	52.05
Customer Contact Officer Level 1	32.31	43.08	53.85
Customer Contact Officer Level 2	34.05	45.40	56.75
Principal Customer Contact Specialist	35.88	47.84	59.80
Customer Contact Team Leader	37.16	49.54	61.93
Principal Customer Contact Leader ¹	–	–	–
Clerical and Administration Level 1	31.23	41.64	52.05
Clerical and Administration Level 2	32.31	43.08	53.85
Clerical and Administration Level 3	34.05	45.40	56.75
Clerical and Administration Level 4	37.16	49.54	61.93
Clerical and Administration Level 5 ¹	–	–	–
Telecommunications Trainee	31.23	41.64	52.05
Telecommunications Technical Employee	34.05	45.40	56.75

Employee classification	Monday to Sunday – first 3 hours	Monday to Sunday – after 3 hours	Public holidays
	% of ordinary hourly rate²		
	150%	200%	250%
	\$	\$	\$
Telecommunications Technician	36.15	48.20	60.25
Advanced Telecommunications Technician	37.16	49.54	61.93
Principal Telecommunications Technician	39.83	53.10	66.38
Telecommunications Associate ¹	–	–	–

¹ See clause 17—Annual salary arrangements for higher classifications in relation to award provisions that do not apply to persons in these classifications.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.4 Full-time and part-time employees—overtime rates

Employee classification	Monday to Sunday – first 3 hours	Monday to Sunday – after 3 hours	Public holidays – afternoon & night shifts
	% of ordinary hourly rate²		
	150%	200%	200%
	\$	\$	\$
Customer Contact Trainee	31.23	41.64	41.64
Customer Contact Officer Level 1	32.31	43.08	43.08
Customer Contact Officer Level 2	34.05	45.40	45.40
Principal Customer Contact Specialist	35.88	47.84	47.84
Customer Contact Team Leader	37.16	49.54	49.54
Principal Customer Contact Leader ¹	–	–	–
Clerical and Administration Level 1	31.23	41.64	41.64
Clerical and Administration Level 2	32.31	43.08	43.08
Clerical and Administration Level 3	34.05	45.40	45.40
Clerical and Administration Level 4	37.16	49.54	49.54
Clerical and Administration Level 5 ¹	–	–	–
Telecommunications Trainee	31.23	41.64	41.64
Telecommunications Technical Employee	34.05	45.40	45.40
Telecommunications Technician	36.15	48.20	48.20

Employee classification	Monday to Sunday – first 3 hours	Monday to Sunday – after 3 hours	Public holidays – afternoon & night shifts
	% of ordinary hourly rate²		
	150%	200%	200%
	\$	\$	\$
Advanced Telecommunications Technician	37.16	49.54	49.54
Principal Telecommunications Technician	39.83	53.10	53.10
Telecommunications Associate ¹	–	–	–

¹ See clause 17—Annual salary arrangements for higher classifications in relation to award provisions that do not apply to persons in these classifications.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3 Casual adult employees

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

Employee classification	Ordinary hours	Saturday - before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays
	% of ordinary hourly rate²		
	125%	175%	275%
	\$	\$	\$
Customer Contact Trainee	26.03	36.44	57.26
Customer Contact Officer Level 1	26.93	37.70	59.24
Customer Contact Officer Level 2	28.38	39.73	62.43
Principal Customer Contact Specialist	29.90	41.86	65.78
Customer Contact Team Leader	30.96	43.35	68.12
Principal Customer Contact Leader ¹	33.19	–	–
Clerical and Administration Level 1	26.03	36.44	57.26
Clerical and Administration Level 2	26.93	37.70	59.24
Clerical and Administration Level 3	28.38	39.73	62.43
Clerical and Administration Level 4	30.96	43.35	68.12
Clerical and Administration Level 5 ¹	33.19	–	–
Telecommunications Trainee	26.03	36.44	57.26
Telecommunications Technical Employee	28.38	39.73	62.43

Employee classification	Ordinary hours	Saturday - before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays
	% of ordinary hourly rate ²		
	125%	175%	275%
	\$	\$	\$
Telecommunications Technician	30.13	42.18	66.28
Advanced Telecommunications Technician	30.96	43.35	68.12
Principal Telecommunications Technician	33.19	46.46	73.01
Telecommunications Associate ¹	35.86	–	–

¹ See clause 17—Annual salary arrangements for higher classifications in relation to award provisions that do not apply to persons in these classifications.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.2 Casual employees—ordinary and penalty rates

Employee classification	Ordinary hours	Afternoon & night shift	Permanent night shift	Saturday – before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays – afternoon & night shift
	% of ordinary hourly rate ²				
	125%	140%	155%	175%	225%
	\$	\$	\$	\$	\$
Customer Contact Trainee	26.03	29.15	32.27	36.44	46.85
Customer Contact Officer Level 1	26.93	30.16	33.39	37.70	48.47
Customer Contact Officer Level 2	28.38	31.78	35.19	39.73	51.08
Principal Customer Contact Specialist	29.90	33.49	37.08	41.86	53.82
Customer Contact Team Leader	30.96	34.68	38.39	43.35	55.73
Principal Customer Contact Leader ¹	33.19	–	–	–	–
Clerical and Administration Level 1	26.03	29.15	32.27	36.44	46.85
Clerical and Administration Level 2	26.93	30.16	33.39	37.70	48.47
Clerical and Administration Level 3	28.38	31.78	35.19	39.73	51.08
Clerical and Administration Level 4	30.96	34.68	38.39	43.35	55.73
Clerical and Administration Level 5 ¹	33.19	–	–	–	–
Telecommunications Trainee	26.03	29.15	32.27	36.44	46.85

Telecommunications Services Award 20XX

Employee classification	Ordinary hours	Afternoon & night shift	Permanent night shift	Saturday – before 7.00 am or after 1.00 pm & Sunday – all day	Public holidays – afternoon & night shift
	% of ordinary hourly rate²				
	125%	140%	155%	175%	225%
	\$	\$	\$	\$	\$
Telecommunications Technical Employee	28.38	31.78	35.19	39.73	51.08
Telecommunications Technician	30.13	33.74	37.36	42.18	54.23
Advanced Telecommunications Technician	30.96	34.68	38.39	43.35	55.73
Principal Telecommunications Technician	33.19	37.17	41.15	46.46	59.74
Telecommunications Associate ¹	35.86	–	–	–	–

¹ See clause 17—Annual salary arrangements for higher classifications in relation to award provisions that do not apply to persons in these classifications.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

Schedule C—Summary of Monetary allowances

See clause 18—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly wage rate for a Telecommunications Technical Employee in clause 15.1 = **\$862.50**.

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance	18.2(a)	2.00	17.25	per week
Team leader/leading hand allowance—in charge of 3–10 employees ¹	18.3(b)	4.39	37.86	per week
Team leader/leading hand allowance—in charge of 11–20 employees ¹	18.3(b)	6.54	56.41	per week
Team leader/leading hand allowance—in charge of more than 20 employees ¹	18.3(b)	8.41	72.54	per week

¹ This allowance applies for all purposes of this award.

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 clauses 18.4 and 18.5:

Allowance	Clause	\$	Payable
Vehicle allowance	18.4(a)	0.78	per kilometre
Meal allowance	18.4(c)(i)	14.45	per occasion
Distant work/travelling time payment—meal expenses	18.4(f)(ii)	14.08	per meal
Tool allowance—Technicians (Apprentices' tool allowance paid on percentage basis set out in clause 15.3(m))	18.5(b)(i)	15.49	per week

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
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

DRAFT

Schedule D—School-based Apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice, or at the rate of competency based progression if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration), or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—Supported Wage System

E.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.

E.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.

E.3 Eligibility criteria

E.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.

E.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.

E.4 Supported wage rates

E.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 E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than **\$87** per week.

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

E.5 Assessment of capacity

E.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 SWS 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.

E.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](#).

E.6 Lodgement of SWS wage assessment agreement

E.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.

E.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.

E.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 SWS.

E.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.

E.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.

E.10 Trial period

- E.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 4 weeks) may be needed.
- E.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.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.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 E.5.

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

Link to PDF copy of [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___

Schedule G—Agreement to Take Annual Leave in Advance

Link to PDF copy of [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

Link to PDF copy of [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—Part-day Public Holidays

- I.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- I.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) 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 on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, 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 I.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday.
 - (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause I.2(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.
- I.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).
- I.4** This schedule is not intended to detract from or supplement the [NES](#).