

The Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
27 April 2016	As agreed in conference on 21 April 2016	7.2(a), 7.2(c), 7.8, 8.1, 8.2(a), 9.2(a), 9.2(b), 9.5(a), 9.7,10.3, 11.2, 11.3, 12.7, 15.2(b), 16.3(c)(ii), 16.6, A.3.1,Schedule B, Schedule H

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

## EXPOSURE DRAFT

### Business Equipment Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Business Equipment Award 2010** (the Business Equipment Award) as at 18 December 2015. This exposure draft does not seek to amend any entitlements under the Business Equipment Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/218](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

### Table of Contents

	Page
<b>Part 1— Application and Operation .....</b>	<b>3</b>
1. Title and commencement .....	3
2. The National Employment Standards and this award.....	3
3. Coverage .....	3
4. Award flexibility .....	4
5. Facilitative provisions .....	6
<b>Part 2— Types of Employment.....</b>	<b>6</b>

6.	Types of employment.....	6
<b>Part 3— Hours of Work .....</b>		<b>8</b>
7.	Ordinary hours of work and rostering.....	8
8.	Meal breaks .....	10
<b>Part 4— Wages and Allowances .....</b>		<b>10</b>
9.	Minimum wages.....	10
10.	Exemptions.....	13
11.	Allowances.....	14
12.	Accident pay .....	20
13.	Superannuation.....	21
<b>Part 5— Penalties and Overtime .....</b>		<b>23</b>
14.	Penalty rates—dayworkers .....	23
15.	Special provisions for shiftworkers.....	23
16.	Overtime.....	25
<b>Part 6— Leave, Public Holidays and Other NES Entitlements.....</b>		<b>29</b>
17.	Annual leave .....	29
18.	Personal/carer’s leave and compassionate leave.....	30
19.	Parental leave and related entitlements .....	30
20.	Community service leave.....	30
21.	Public holidays .....	30
22.	Termination of employment.....	31
23.	Redundancy.....	31
<b>Part 7— Consultation and Dispute Resolution.....</b>		<b>32</b>
24.	Consultation .....	32
25.	Dispute resolution .....	33
<b>Schedule A —Classifications, Skill Levels and Definitions .....</b>		<b>35</b>
<b>Schedule B —Summary of Hourly Rates of Pay .....</b>		<b>47</b>
<b>Schedule C —Summary of Monetary Allowances .....</b>		<b>52</b>
<b>Schedule D —Supported Wage System.....</b>		<b>55</b>
<b>Schedule E —School-based Apprentices.....</b>		<b>58</b>
<b>Schedule F —National Training Wage.....</b>		<b>59</b>
<b>Schedule G —2015 Part-day Public Holidays .....</b>		<b>69</b>
<b>Schedule H —Definitions.....</b>		<b>70</b>

## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Business Equipment Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 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.
- 1.4 Schedule H—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 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.

### 3. Coverage

- 3.1 This industry award covers employers throughout Australia in the business equipment industry and their employees in the classifications listed in Schedule A—Classifications, Skill Levels and Definitions of this award to the exclusion of any other modern award.
- 3.2 **Business equipment industry** means the sale or lease and associated installation and servicing of business equipment such as computers, data processing equipment, photocopiers, facsimile machines, cash registers, accounting and adding machines, calculators and peripheral equipment associated with such equipment including keyboards, display screens, printers, routers and multifunction devices.
- 3.3 This award does not cover:
- (a) persons wholly or mainly engaged in managerial positions;

- (b) employees whilst undertaking formal training courses or schools in connection with their employment;
- (c) employees of electrical contractors or manufacturers of business equipment;
- (d) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
- (e) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (f) 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.

**3.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

**3.5** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 3.1 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. This subclause operates subject to the exclusions from coverage in this award.

**3.6** 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.

## **4. Award flexibility**

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

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and

- (e) leave loading.
- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 4.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.

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

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks’ notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions**

- 5.1** 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.
- 5.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
7.2(a)	Flexibility in relation to ordinary hours of work—day workers	An individual or the majority of employees
8.2(a)	Flexibility in relation to breaks	An individual or the majority of employees
9.3(b)(ii)	Payment of wages	An individual or the majority of employees
15.2(b)(i)	Flexibility in relation to standard shiftwork	An individual or the majority of employees
17.3	Paid leave in advance of accrued entitlement	An individual
21.2	Substitution of public holidays	The majority of employees

## **Part 2—Types of Employment**

### **6. Types of employment**

- 6.1** Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

#### **6.2 Full-time employees**

- (a) A full-time employee is engaged to work an average of 38 ordinary hours per week.

- (b) Any employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in this award.

### 6.3 Part-time employees

Part-time employment provisions may be affected by [AM2014/196](#)

A part-time employee:

- (a) is engaged to work an average of less than 38 ordinary hours per week;
- (b) works a regular pattern of hours; and
- (c) is paid the minimum hourly rate for each ordinary hour worked.

### 6.4 Casual employees

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

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) A casual employee's 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.

- (c) **Casual loading**

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

- (i) the ordinary hourly rate; and
  - (ii) a loading of **20%** of the ordinary hourly rate,
- for the classification in which they are employed.

NOTE: The casual loading in this award is being reviewed as part of the Annual Wage Review ([C2016/1](#)) – see [statement](#) of 17 September 2015.

### 6.5 Abandonment of employment

- (a) The absence of an employee from work for a continuous period longer than two working days, without the consent of the employer and without notification to the employer, will be prima facie evidence that the employee has abandoned the employment.
- (b) The employee will be deemed to have abandoned the employment if they have not established to the satisfaction of the employer that they have a reasonable cause for their absence within seven days of:
  - (i) the employee's last attendance at work; or
  - (ii) the date of the employee's last absence in respect of which notification has been given or consent has been granted.

- (c) Termination of employment by abandonment in accordance with clause 6.5 will operate from the later of:
  - (i) the employee’s last attendance at work; or
  - (ii) the date of the employee’s last absence in respect of which notification was given or consent was granted.

## Part 3—Hours of Work

### 7. Ordinary hours of work and rostering

#### 7.1 Ordinary hours of work—day workers

The ordinary hours of work for day workers are to be:

- (a) an average of 38 per week;
- (b) of no more than eight hours per day
- (c) worked between the hours of 6.30 am to 6.30 pm at the discretion of the employer and on any day or all of the days of the week, Monday to Friday.

#### 7.2 Flexibility in relation to ordinary hours of work—day workers

~~(a) Subject to agreement between the employer and the majority of affected employees, or an individual employee, the following arrangements may be made in relation to all employees in a workplace or section/s of a workplace, or the individual employee:~~

- ~~(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:~~

Parties are asked to clarify the operation of clause 7.2(a)(i), i.e. whether the spread of hours can only be altered at one end, or altered simultaneously at each end by up to one or two hours in total.

- (i) the spread of hours (i.e. 6.30 am to 6.30 pm) may be altered by up to one hour at either end of the spread;
  - (ii) the days on which ordinary hours are worked may include Saturday and/or Sunday, subject to the penalties in clause 14.2 and 14.3;
  - (iii) the ordinary hours of work may be up to 12 hours per day, exclusive of meal breaks. The implementation of 12 hour days is subject to the provisions of clause 7.5 of this award.
- (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.



- (c) Where agreement is reached in accordance with clause ~~7.2(b)~~ 7.2, the agreement must be recorded in the time and wages records.

### **7.3 General conditions relating to hours of work for day workers and shiftworkers**

- (a) The arrangement of hours under clause 7 and shifts under clause 15—Special provisions for shiftworkers, once determined may be altered as follows:
- (i) by the employer giving one week’s notice of the requirement to change the arrangement of hours or shifts;
  - (ii) by mutual agreement between the employees concerned and their employer;
  - (iii) by the employer giving 24 hours’ notice to the employee in the case of an emergency; or
  - (iv) 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.

### **7.4 Rosters**

Rosters will specify the commencement and finishing times of ordinary working hours for employees.

### **7.5 Twelve hour days or shifts**

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

- (a) suitable roster arrangements being made, including a review process relating to such rosters; and
- (b) adequate breaks being provided.

### **7.6 Make-up time**

A day worker or a shiftworker may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

### **7.7 Casual and part-time employees**

Casual and part-time employees are entitled to the hourly allowances set out in clause 14—Penalty rates—dayworkers and clause 15—Special provisions for shiftworkers of this award, where applicable, for the hours that the employees work.

### **7.8 Special provisions for country employees**

~~The provisions of clause 7—Ordinary hours of work and rostering and clause 15—Special provisions for shiftworkers of this award will not apply to country employees provided that the hours of such work will not exceed an average of 38 per week, exclusive of meal breaks, Monday to Friday inclusive.~~

- (a) The provisions of clause 7—Ordinary hours of work and rostering and clause 15—Special provisions for shiftworkers of this award will not apply to country

employees provided that the hours of such work will not exceed an average of 38 per week, exclusive of meal breaks, Monday to Friday inclusive.

**(b)** Country employees are defined in clause 17.6(a).

## **8. Meal breaks**

**8.1** Except as provided for in clause 8.2, where practicable, an employee must not be required to work for more than five hours without a break for a meal. The meal break must be for a period of ~~between 30 minutes and 60 minutes~~ not less than 30 minutes and not more than 60 minutes.

### **8.2 Flexibility in relation to breaks**

~~(a) Subject to agreement between the employer and the majority of affected employees, or an individual employee, the following arrangements may be made in relation to all employees in a workplace or section/s of a workplace, or the individual employee:~~

**(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 five hours but not more than six hours without a meal break (except in the case of 12 hour days or shifts);

**(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.

**(c)** An employee directed by the employer to work in excess of five hours without a meal, or such period as extended in accordance with clause 8.2, will be paid at the rate of **150%** of the ordinary hourly rate for the meal period and the employee will be permitted to have the employee's usual meal period without deduction from the employee's wage as soon as possible after the prescribed meal period.

**(d)** This clause will not operate outside an employee's ordinary working hours. Meal breaks during overtime are prescribed in clause 16—Overtime of this award.

## **Part 4—Wages and Allowances**

### **9. Minimum wages**

**9.1** The definitions of the classifications referred to in this clause are set out in Schedule A—Classifications, Skill Levels and Definitions.

**9.2 Adult employees**

(a) The classifications and minimum rates for an adult employee other than trainees **under clause 9.8** and employees receiving a supported wage **under clause 9.6** are set out in the following tables.

**(i) Technical stream**

<b>Classification</b>	<b>Annual salary</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Technical employee</b>			
Level 1	35,100	675.00	17.76
Level 2	36,467	701.30	18.46
<b>Technician</b>			
Level 3	37,720	725.40	19.09
Level 4	39,772	764.80	20.13
Level 5	42,235	812.20	21.37
Level 6	44,577	857.30	22.56

**(ii) Clerical and Administration stream**

<b>Classification</b>	<b>Annual salary</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	36,491	701.80	18.47
Level 2	37,744	725.80	19.10
Level 3	39,772	764.80	20.13
Level 4	43,388	834.40	21.96
Level 5	46,531	894.80	23.55

**(iii) Commercial Travellers stream**

<b>Classification</b>	<b>Annual salary</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Salesperson Level 1	38,746	745.10	19.61
Salesperson Level 2	42,503	817.40	21.51
Salesperson Level 3	49,178	945.70	24.89

**(iv)** Weekly wage rates are calculated by dividing annual rates by 52.

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

**(b) Junior employees**

Junior employees must be paid the following percentage of the appropriate adult wage rate:

**(i) Technical steam stream**

Age	Percentage of adult rate
	%
16 years and under	60
17 years	75
18 years and over	100

**(ii) Clerical stream**

Age	Percentage of adult rate
	%
16 years and under	55
17 years	65
18 years	75
19 years	87.5
20 years	100

**9.3 Payment of wages**

**(a) Wages must be paid:**

- (i)** weekly, fortnightly, four-weekly, half-monthly, monthly or in accordance with existing practices; and
- (ii)** by cash or by cheque or to the credit of the employee’s account in a bank or other recognised financial institution, or in any agreed combination of these methods.

**(b) Wages must be paid, either:**

- (i)** according to the average number of ordinary hours worked per pay period; or
- (ii)** by agreement with either the majority of employees or with an individual employee according to the actual ordinary hours worked each pay period.

**(c)** Where wages are paid in cash, payment must be made during normal working hours.

**(d)** Upon termination of employment, the wages due to an employee must be paid on the day of termination or forwarded by post on the next working day.

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.

#### **9.4 Absence from duty**

Unless a provision of this award states otherwise, an employee not attending for duty will lose pay for the actual time of such non-attendance.

#### **9.5 Higher duties**

- (a) An employee **required directed** by the employer to perform work of a position at a higher classification level than that in which the employee is normally engaged must, provided the employee is capable of performing the higher level work, be paid at the rate applicable to that higher level.
- (b) This clause will not apply where the employee being relieved is absent on annual leave or personal/carer's leave until the absence has exceeded one week at which time the employee must be paid for that week and any additional days.

#### **9.6 Supported wage system**

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

#### **9.7 ~~School-based apprentices~~**

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

#### **9.8 National training wage**

- (a) For employees undertaking a traineeship, see Schedule F—National Training Wage.
- (b) The terms of this award apply to trainees covered by Schedule F—National Training Wage, except where otherwise stated in this award.

### **10. Exemptions**

#### **10.1 Exemptions for employees in the technical stream**

The following award provisions will not apply to an employee in the technical stream in receipt of a salary of \$54,973 or higher:

- (a) clause 7—Ordinary hours of work and rostering;
- (b) clause 8—Meal breaks;
- (c) clause 9.5—Higher duties;
- (d) clause 11.2(c)—First aid allowance;
- (e) clause ~~11.2(e)~~11.2(d)—Representation allowance;
- (f) clause 11.3(d)—Area allowance;
- (g) clause 11.3(e)—Living away from home allowance;
- (h) clause 15—Special provisions for shiftworkers;

- (i) clause 16—Overtime; and
- (j) clause 21.3—Payment for time worked on a public holiday.

## 10.2 Exemptions for employees in the clerical stream

Except as to:

- (a) clause 17—Annual leave;
- (b) clause 18—Personal/carer’s leave and compassionate leave;
- (c) clause 20—Community service leave; and
- (d) clause 21—Public holidays,

the terms of this award will not apply to any employee in the Clerical stream who is in receipt of a salary which exceeds the appropriate rate prescribed in clause 9.2 in which they are employed by **10%**.

Parties are asked to confirm that all clauses apart from those listed in clause 10.2 do not apply to these exempt Clerical employees.

## 10.3 Exemptions for employees in the commercial travellers stream

The following award provisions will not apply to employees in the commercial travellers stream:

- (a) clause 9.5—Higher duties; ~~and~~
- ~~(b) Part 3—Hours of work and related matters.~~
- (b) 7—Ordinary hours of work and rostering
- (c) 15—Special provisions for shiftworkers
- (d) 8—Meal breaks
- (e) 16—Overtime
- (f) 17—Annual leave
- (g) 18—Personal/carer’s leave and compassionate leave
- (h) 20—Community service leave; and
- (i) 20—Community service leave

## 11. Allowances

11.1 Employers must pay to an employee the allowances the employee is entitled to under this clause.

See Schedule C for a summary of monetary allowances and method of adjustment.

## 11.2 Wage related allowances—Technical and Clerical streams

### (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) Leading hand allowance (clause 11.2(b)).

### (b) Leading hands

The following allowance applies for all purposes of the award:

In charge of	\$ per week
2 to 5 employees	24.55
6 to 10 employees	36.33
More than 10 employees	47.42

### (c) First aid allowance

An employee holding a current first aid qualification from St John Ambulance or a similar body and appointed by the employer to perform first aid duties must be paid a weekly allowance of **\$17.97** per week for any week the employee is so appointed.

### (d) Representation allowance

Employees regularly expected to be engaged in technical service or technical support in the field on behalf of their employer must, in addition to the salary and any other allowance prescribed by this award, be paid a representation allowance of **\$16.67** per week.

### (e) Service centre allowance

- (i) An employee who is required by the employer to accept responsibility for the company's premises together with equipment and other materials in the employer's depot or satellite service centre must be paid an allowance of **\$46.50** per week.
- (ii) A **depot** or **satellite service centre** means an establishment which falls within the definition of a registered shop under the terms of the appropriate State factories and shops legislation.

## 11.3 Expense related allowances—Technical and Clerical streams

### (a) Motor vehicle allowance—~~employer provided vehicle~~

- (i) All means of transport required by an employer must be provided and maintained by the employer.
- (ii) Any existing arrangements as to the payment of an allowance for kilometres travelled other than for business purposes may continue or be at the discretion of the employer.

- (iii) Where a vehicle supplied by the employer is used by an employee for the employee's private purposes, the employee must ensure that the vehicle is kept in a reasonably clean and tidy condition.

**(b) Motor vehicle allowance—employee provided vehicle**

Where an employee, by arrangement with the employer, provides a motor vehicle for use in connection with the employer's business, the employee must be paid for the use of the vehicle on the following basis:

Parties are asked whether a definition should be provided for 'country territory' for the purposes of clause 11.3(b)(i)

- (i) If it is necessary for an employee to provide and/or use their own motor vehicle for each day to carry out assigned duties, the employee must be paid an allowance of **\$621.14** per month. However, in the case of an employee who is assigned duties in a country territory, the employee must be paid an allowance of **\$719.22** per month.
- (ii) An additional allowance of **\$0.34** must be paid per kilometre travelled during the course of business.
- (iii) The allowance in clause 11.3(b)(ii) is not payable in respect of the distance travelled ~~from their usual place of residence~~ to:
- the employee's normal place of employment; or
  - the place at which work is to commence,
- unless the employee is required to transport tools or equipment, parts or reference material to perform required work, in which case the allowance will apply in respect of the lesser of the distances specified.
- (iv) The allowance must be paid each month and will cover the periods the employee is taking annual or sick leave entitlement in accordance with this award or is undertaking a training course or school of no more than three months' duration, but will not include any period of long service leave.
- (v) An employer must give one month's notice to an employee that the employee will not be required to use the employee's motor vehicle to carry out assigned duties. Notice must not be given by the employer to avoid payment of the motor vehicle allowance while the employee is on annual or personal/carer's leave or attending a training school.
- (vi) An employee who is required to use their own motor vehicle to carry out the employer's business on a casual basis must be paid an allowance of **\$0.78** per kilometre.

**(c) Meal allowance**

- (i) An employee must receive a meal allowance of **\$13.50** for each rest break prescribed in clause 16.3(d).
- (ii) The meal allowance will not apply where the employer provides a meal to an employee on overtime or the employee lives in the same locality in



which the employee is working and can reasonably return home for a meal.

**(d) Area allowance**

This provision may be affected by [AM2014/190](#) – (see [\[2015\] FWCFB 644](#))

- (i) Where an employee is located or required to perform work in any of the areas specified below for a period exceeding five working days, such employee must be paid the appropriate allowance prescribed for each continuous week of service in that area:

Area	Per week extra
	\$
<del>Northern Territory</del>	<del>31.10</del>
Mt Isa, Queensland	68.94
Broken Hill, New South Wales	34.58
That area of Western Australia, North of a line running East from Carrot Bay to the Northern Territory border	24.31
That area of Western Australia situated between latitude 24 degrees and a line running East from Carrot Bay to the Northern Territory border	20.89
That area within a line commencing on the coast at latitude 24 degrees, then East to the Northern Territory border, then South to the coast, then along the coast to a longitude 123 degrees, North to the intersection of latitude 26 degrees, then West along latitude 26 degrees	9.42

- (ii) The above allowances are not payable when an employer provides an employee with accommodation or other similar benefit of at least an equivalent amount to that prescribed above for the relevant area.

**(e) Living away from home allowance**

- (i) A living away from home allowance of **\$66.94** per day must be paid when an employee is required to spend a night away from their usual place of residence. When calculating the living away from home allowance the first and last days will count as one day.
- (ii) If it is necessary for an employee to travel for more than two and a half hours after their normal finishing time the employee will be entitled to a further meal allowance of **\$11.79** for the evening meal.
- (iii) The allowances in clauses 11.3(e)(i) and (ii) are not payable in circumstances where they are provided by the employer.

## 11.4 Expense related allowances—Commercial Travellers stream

### (a) Motor vehicle allowance

- (i) Where an employee, by arrangement with the employer, provides a motor vehicle in connection with the employer's business, the employee must:
- be paid a motor vehicle allowance which will be determined in accordance with this clause; and
  - be given at least one month's written notice of the employer's intention to terminate or alter such arrangement or instead must be paid the motor vehicle allowance referred to in this clause for one month.
- (ii) The motor vehicle allowance referred to in this clause will be determined by agreement between the employer and the employee. The agreement must specify:
- the amount of the allowance;
  - the conditions under which it is payable or not payable; and
  - the frequency and method of payment.
- (iii) Where the employer provides the salesperson with a motor vehicle for use in the employer's business without cost to the employee, the employer will not be required to pay the motor vehicle allowance referred to in this clause. A motor vehicle provided by the employer will be fully maintained by the employer.

### (b) New employee required to purchase vehicle

An employee who:

- (i) at the time of their application for employment neither owned nor was in the process of acquiring the ownership of a motor vehicle by hire, purchase or otherwise;
- (ii) informed the employer of the fact prior to their engagement;
- (iii) was then engaged on terms requiring them to provide a vehicle for use in their employment; and
- (iv) did provide such vehicle,

is dismissed within the first three months of employment, otherwise than for misconduct justifying summary dismissal, must be paid by the employer:

- (v) the rate of remuneration prescribed by clause 9.2 for the unexpired portion of the period of three months; and
- (vi) the motor vehicle allowance prescribed by this clause for a maximum of six months from the date of commencement of employment.

**(c) Expenses and accommodation reimbursement**

- (i) All reasonable expenses actually incurred by an employee in connection with the employer’s business, authorised by the employer and properly paid by the employer, must be reimbursed by the employer. Such expenses as can be reasonably anticipated must be advanced to the employee.
- (ii) Reasonable expenses include, but are in no way limited to:

  - (A) Approved entertainment expenses.
  - (B) Bridge, road and ferry tolls.
  - (C) The cost of reasonable hotel/motel accommodation when the employee is required to remain away from the employee’s usual place of residence on any night and the cost of breakfast, a midday meal and an evening meal when the employee is, and is required to be, away from the employee’s usual place of residence at the employee’s usual time for taking such meal. Provided that when an employee is specifically directed to work after 6.00 pm on any one day, the employee must be reimbursed the reasonable expense actually incurred in obtaining an evening meal.
  - (D) In the event that an employee suffers injury or incapacity, necessitating the employee’s return to the employee’s usual place of residence, or to a hospital, the expenses actually incurred in returning thereto.
  - (E) Where air or rail travel is necessarily involved, the expenses for economy class air tickets or for first class rail tickets and for sleeping accommodation where available.
  - (F) Reasonable laundry expenses incurred by an employee after the employee has been away from their place of residence for more than one weekend in the course of their employment.
  - (G) Such expenses as the employer and the employee agree, either by the terms of the contract of employment or otherwise, to be reasonable expenses or to be expenses for which the employee should be reimbursed or paid.
- (iii) Employees whilst travelling on their employer’s business will be regarded as being “on duty” for all purposes of this award and for the purposes of all relevant State workers compensation legislation.

Parties to consider whether the wording “and for the purposes of all relevant State workers compensation legislation’ should be maintained in the award.

**(d) Relocation allowance**

- (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 is transferred 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 of residence, and where the employee is in the process of buying a place of residence in that new location, the employee must be reimbursed for the cost of accommodation for a period not exceeding six weeks. Where the employee has difficulty in obtaining a place of residence, the abovementioned period may be extended to a period not exceeding three months. The employer is not required to reimburse the employee where the employer provides accommodation at no cost to the employee.
- (iii) Where an employee is not in the process of buying a place of residence, the employer must reimburse the employee for the cost of accommodation for a period not exceeding four weeks. The employer is not required to reimburse the employee where the employer provides accommodation for the employee at no cost to the employee.
- (iv) The provision of the above will cease to apply immediately after the employee assumes their new place of residence or when the purchase has been completed, whichever is the sooner.
- (v) For the purpose of this clause, accommodation will be limited to the provision of housing.

## 12. Accident pay

### 12.1 Definitions

For the purpose of this clause, the following definitions will apply:

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the employee's ordinary rate of pay (not including over award payments, shift loadings or overtime).
- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

### 12.2 Entitlement

The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 26 weeks.

### 12.3 Calculation of the period

- (a) The 26 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.
- (b) The termination by the employer of the employee's employment within the 26 week period will not affect the employee's entitlement to accident pay.

- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

#### **12.4 When not entitled to payment**

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

#### **12.5 Return to work**

If an employee entitled to accident pay under this clause returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

#### **12.6 Redemptions**

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

#### **12.7 Casual employees**

For a casual employee the weekly payment referred to in clause ~~12.1(a)~~ ~~24.1(a)~~ will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.

#### **12.8 Other**

This clause does not operate to diminish an employee's entitlement to compensation payments under the applicable workers' compensation legislation.

### **13. Superannuation**

#### **13.1 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.

#### **13.2 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.

### 13.3 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 13.2.
- (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 13.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 13.3(a) or (b) was made.

### 13.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 13.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 13.2 and pay the amount authorised under clauses 13.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) CareSuper;
- (c) 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
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

### 13.5 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 13.2 and pay the amount authorised under clauses 13.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

- (ii) the employee remains employed by the employer.

## Part 5—Penalties and Overtime

### 14. Penalty rates—dayworkers

#### 14.1 Day work outside the spread of hours

Where a day worker works part of the ordinary hours outside:

- (a) the spread of hours referred to in clause 7.1; or
- (b) the spread of hours as varied in accordance with clause 7.2;

the employee is entitled to an allowance of **\$4.97** for each ordinary hour worked outside the spread of hours. Where such ordinary hours are worked after the spread of hours prescribed in clause 7.1, such hours will be limited to a maximum of four days per week.

#### 14.2 Saturday work

Day workers are entitled to an allowance of **\$11.92** per hour for ordinary time worked on Saturday, in addition to the ordinary hourly rate.

#### 14.3 Sunday work

Day workers are entitled to an allowance of **\$16.70** per hour for ordinary time worked on Sunday, in addition to the ordinary hourly rate.

### 15. Special provisions for shiftworkers

#### 15.1 For the purposes of this award:

- (a) **Standard shiftwork** means shiftwork performed:
  - on shifts of not more than eight hours; or
  - on shifts of more than eight hours but not more than 10 hours in accordance with clause 15.2(b)(i).
- (b) **Non-standard shiftwork** means any arrangement of shiftwork of up to 12 hours per day worked over a seven day period Monday to Sunday, other than standard shiftwork.
- (c) **Afternoon shift** means any shift finishing after 6.30 pm and at or before midnight.
- (d) **Night shift** means any shift finishing after midnight and at or before 8.00 am.
- (e) **Permanent night shift** means a shift which is applicable to an employee who:
  - during a period of engagement on shift, works night shift only;
  - remains on night shift for a longer period than four consecutive weeks; or

- 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;

## 15.2 Standard shiftwork

### (a) Ordinary hours of work

- (i) The ordinary hours of work for standard shiftworkers are to be an average of 38 hours per week.
- (ii) The ordinary hours of work are to be worked continuously. Such hours will be worked at the discretion of the employer. Standard shiftworkers are entitled to a 20 minute meal break on each shift which will be counted as time worked.

### (b) Flexibility in relation to standard shiftwork

~~(i) Subject to agreement between the employer and the majority of employees concerned, or an individual employee, the following arrangements may be made in relation to all employees in a workplace or section/s of a workplace, or the individual employee, engaged on standard shiftwork:~~

- ~~• the shift definitions in clause 15.1(a) may be altered by up to one hour at either end of the span of hours referred to in the definition;~~
- ~~• in excess of eight hours and up to 10 hours of ordinary time may be worked per shift.~~

(i) The following forms of flexibility may be implemented in respect of all employees engaged on standard shiftwork 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:

- the shift definitions in clause 15.1(a) may be altered by up to one hour at either end of the span of hours referred to in the definition;
- in excess of eight hours and up to 10 hours of ordinary time may be worked per shift.

(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 agreement is reached in accordance with this clause, the agreement must be recorded in the time and wages records.

### (c) Afternoon and night shift allowances

The following allowances apply to standard shiftworkers (as defined). An employee is entitled to an allowance of:

- (i) **\$2.96** per hour for time worked on an afternoon shift;



- (ii) **\$3.54** per hour for time worked on a night shift, except as provided for in clause 15.2(c)(iii); and
- (iii) **\$4.23** per hour for time worked on permanent night shift, instead of the allowance prescribed in clause 15.2(c)(ii).

**(d) Rate for Saturday and Sunday shifts**

The minimum rate to be paid to a standard shiftworker for work performed:

- (i) between midnight on Friday and midnight on Saturday will be **150%** of the ordinary hourly rate for the first four hours and **200%** of the ordinary hourly rate thereafter.
- (ii) between midnight on Saturday and midnight on Sunday will be **200%** of the ordinary hourly rate.

These extra rates are in substitution for and not cumulative upon the shift allowances prescribed in clause 15.2(c).

**15.3 Non-standard shiftwork**

**(a) Ordinary hours of work**

- (i) The ordinary hours of work for non-standard shiftworkers (as defined) are to be an average of 38 hours per week to be worked over a shift cycle which does not exceed 13 weeks in duration.
- (ii) The ordinary hours of work are to be worked continuously at the discretion of the employer.
- (iii) Non-standard shiftworkers are entitled to a 20 minute meal break on each shift which will be counted as time worked.

**(b) Allowance for non-standard shiftworkers**

Employees are entitled to an allowance of **\$6.04** for each ordinary hour worked on a non-standard shift (as defined). The extra rate in this clause is in substitution for and not cumulative upon the shift premiums prescribed in clauses 15.2(c) and (d) and clause 7—Ordinary hours of work and rostering.

**15.4 Daylight saving**

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

**16. Overtime**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

**16.1 Overtime rates**

- (a) An employee who works in excess of or outside the employee's ordinary hours established in accordance with clause 7—Ordinary hours of work and rostering

or clause 15—Special provisions for shiftworkers of this award will be paid at the rate of **150%** of the ordinary hourly rate for the first three hours and **200%** of the ordinary hourly rate after three hours, until the completion of work.

- (b) 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.

## 16.2 Scheduling of overtime

The assignment of overtime by an employer will be based on the specific work requirements and the practice of one in, all in overtime will not apply.

## 16.3 Work on a day off

### (a) Days other than Sunday

An employee required to work overtime on any day off that is not a Sunday will be paid in accordance with clause 16.1.

### (b) Sunday

An employee required to work on a Sunday that is a day off will be paid **200%** of the ordinary hourly rate for all work.

### (c) Minimum payment

- (i) An employee required to work overtime on a Saturday or Sunday will be paid for a minimum of four hours at the appropriate rate, subject to clause 16.3(c)(ii).
- (ii) Where the overtime is worked prior to or at the conclusion of ordinary hours of work the employee will receive payment at the rate in clause ~~16.1~~ ~~16.1(a)~~ for the actual time worked.

### (d) Paid rest break during overtime

- (i) An employee working overtime for two or more hours after the completion of ordinary working hours will receive a paid rest break of 20 minutes. This rest break is to be taken at the commencement of overtime and is to be paid at the employee's ordinary hourly rate.
- (ii) An employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime provided the employee continues to work after such rest break.
- (iii) An employer and employee may agree to a variation of this provision to meet the circumstances of the work at hand provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (iv) An employee on a paid rest break may be entitled to a meal allowance in accordance with clause 11.3(c).

#### 16.4 Call-back

- (a) An employee recalled to work overtime after leaving work will be paid a minimum of four hours or where the employee has been paid for standing by in accordance with clause 16.5, the employee will be paid for a minimum of three 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.
- (b) The employee will not be required to work the full four or three hours as the case may be if the job(s) recalled to perform are completed within a shorter period.
- (c) Notwithstanding the above, where an employee is recalled within the four or three hour guarantee period, the four or three hours' minimum for the first recall will be cancelled and the employee will be paid up to the commencement of the second or subsequent recalls.
- (d) The provisions of clause 16.4 will not apply in circumstances where an employee provides technical service or technical support over the telephone or via remote access arrangements. Clause 16.7 may apply instead.
- (e) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 16.6.

#### 16.5 Stand-by

- (a) An allowance of **\$11.96** per hour will be paid to an employee for the period the employer requires the employee to remain in readiness for a return to work outside the employee's ordinary hours.
- (b) While receiving the appropriate overtime rate in accordance with clause 16.1 the stand-by allowance will not be paid.

#### 16.6 Rest period after working overtime

##### (a) Length of the rest period

When overtime work is necessary it will be arranged where reasonably practicable ~~possible~~ 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 work on one day and the start of the employee's ordinary 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 16.6(b)(i):
- the employee must be paid at **200%** of the ordinary hourly rate until the employee is 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 this clause will not apply to call-backs or in circumstances where an employee provides technical service or technical support over the telephone or via remote access arrangements.

#### **16.7 Technical service/support**

- (a) An employee required to work overtime providing technical service or technical 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 10.00 pm; or
- (ii) for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 pm and before 5.00 am except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.
- (b) Provided that, the employee will not be required to work the full half an hour or one hour 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 is required to carry out further overtime work within the half an hour or one hour guarantee period, the half an hour or one hour minimum for the first work period will be cancelled and the employee will be paid up to the commencement of the second or subsequent work period.
- (d) Overtime worked in circumstances specified in this subclause will not be regarded as overtime for the purposes of clauses 16.4 and 16.5.

#### **16.8 Rates not cumulative**

The rates prescribed in this clause are in substitution for and not cumulative upon the rates prescribed in clause 7—Ordinary hours of work and rostering and clause 15—Special provisions for shiftworkers.

## Part 6—Leave, Public Holidays and Other NES Entitlements

### 17. Annual leave

This annual leave provision may be affected by [AM2014/47](#) – see [draft determination](#)

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

#### 17.2 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 9—Minimum wages. Annual leave loading payment is payable on leave accrued.

(b) The loading is as follows:

##### (i) Day work

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

##### (ii) Shiftwork

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

#### 17.3 Paid leave in advance of accrued entitlement

By agreement between an employer and an employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance, and the employment terminates before the entitlement has accrued, the employer may make a corresponding deduction from any money due to the employee on termination.

#### 17.4 Requirement to take leave

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where more than eight weeks' leave is accrued.

#### 17.5 Definition of shiftworker

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

#### 17.6 Country employees

(a) Employees who are required by their employer to remain away from their usual place of residence on more than two nights in any week, Monday to Sunday

inclusive, for each week of the working year, will in addition to the annual leave prescribed in s.87(1)(a) of the Act receive a further seven consecutive days' leave including non-working days.

- (b) Where an employee operates in country areas as prescribed in clause 17.6(a) for only part of the time the employee will receive an additional leave entitlement on the basis of an extra half day's annual leave for each five weeks in any one year during which the employee is required to be away from the usual place of residence.
- (c) This clause will not apply to employees undertaking training courses.

#### **17.7 Excessive leave**

- (a) Notwithstanding s.88 of the Act, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving at least four weeks' notice of the time when such leave is to be taken if:
  - (i) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
  - (ii) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

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

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

#### **18.2 Personal/carer's leave for casual employees**

- (a) Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.
- (b) Such leave is unpaid. A maximum of 48 hours' absence is allowed by right with additional absence by agreement.

### **19. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the NES.

### **20. Community service leave**

Community service leave is provided for in the NES.

### **21. Public holidays**

Public holidays provisions may be affected by [AM2014/301](#)

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

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

**21.3** Work on a public holiday or a substituted day must be paid at **250%** of the ordinary hourly rate. Where both a public holiday and substitute day are worked, public holiday penalties are payable on the holiday and the employee is entitled to not less than four hours' pay at penalty rates provided the employee is available to work for four hours.

## **22. Termination of employment**

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

### **22.2 Notice of termination by an employee**

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

### **22.3 Job search entitlement**

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

**22.4** Termination of employment by abandonment is dealt with in clause 6.5.

## **23. Redundancy**

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

### **23.2 Transfer to lower paid duties**

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

### **23.3 Employee leaving during notice period**

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

#### 23.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 22.3.

### Part 7—Consultation and Dispute Resolution

#### 24. Consultation

##### 24.1 Consultation regarding major workplace change

###### (a) Employers to notify

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

###### (b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 24.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 24.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the



changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **24.2 Consultation about changes to rosters or hours of work**

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

## **25. Dispute resolution**

- 25.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 25.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 25.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 25.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 25.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

- 25.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 25.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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## **Schedule A—Classifications, Skill Levels and Definitions**

### **A.1 Technical services stream**

#### **A.1.1 Level 1 Technical Employee**

##### **(a) Classification requirements**

An employee at this level must be capable of performing:

- routine mechanical/electro-mechanical/electronic assembly;
- is responsible for the quality assurance of the employee's own work;
- works under direct supervision either individually or in a team environment;
- exercises discretion within the employee's level and training;
- is able to follow specific verbal/written instructions relating to assembly assignments;
- is able to measure accurately;
- is able to inspect products and/or materials for conformity with established operational standards; and
- operates all lifting equipment incidental to the employee's work.

##### **(b) Duties**

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- basic soldering or butt and spot welding; and
- may be directed to perform other duties consistent with training and skill levels required for this position.

#### **A.1.2 Level 2 Technical Employee**

##### **(a) Classification requirements**

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 1 Technical Employee, and:

- is responsible for the quality assurance of the employee's own work;
- works under routine supervision either individually or in a team environment;
- exercises discretion within the employee's level of skills and training;
- follows specific verbal/written instructions relating to repair assignments; and
- is able to maintain records or reports in accordance with company procedures.

**(b) Duties**

- receiving, dispatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components other than repetitive packing in a standard container or containers in which goods are ordinarily packed;
- basic inventory control in the context of a production process;
- operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winches;
- routine maintenance of mechanical, electro-mechanical, or electronic business equipment; and
- may be directed to perform other duties consistent with training and skill levels required for this position.

**A.1.3 Level 3 Technician**

**(a) Classification requirements**

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 2 Technical Employee, and:

- is able to perform basic technical duties in accordance with company procedures;
- is responsible for the quality assurance of the employee's own work;
- works under routine supervision either individually or in a team environment;
- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises limited discretion within the scope of this grade;
- performs non-technical tasks incidental to the employee's work;
- is able to inspect products and/or materials for conformity with established operational standards;
- is able to apply a logical approach to solving technical problems;
- is able to maintain reports or records in accordance with company procedures;
- is able to effectively communicate and to work with other technicians, technical employees and customers in technical service situations;
- is able to work independently at a customer site as assigned; and
- is able to perform technical duties in accordance with company procedures on basic equipment.

**(b) Duties**

- applies routine diagnostic procedures;
- performs option checkout to ensure proper equipment performance to meet company standards and customer expectations;
- resolves routine malfunctions where cause and correction are readily identifiable;
- performs preventative maintenance and repair service on demand and/or to agreed schedules;
- renders technical support in conformity with the manufacturer's/company procedures and specifications;
- assists other employees by skill sharing and the provision of advice and assistance;
- reviews the performance of equipment being serviced;
- runs routine diagnostics on printed circuit boards; and
- may be directed to perform other duties consistent with the training and skill levels required for this position.

**A.1.4 Level 4 Technician**

**(a) Classification requirements**

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 3 Technician, and:

- performs technical service, support and installation of equipment;
- services and installs networks and maintains communication facilities;
- performs non technical tasks incidental to the employee's work;
- is able to work under routine supervision either individually or in a team environment;
- is able to work independently at customer site as assigned;
- demonstrates and applies greater knowledge of the company's product;
- sufficient for diagnosis of complicated hardware production faults;
- is able to exercise limited discretion in deviating from standard practice to solve problems within area of experience;
- is able to apply logical, methodical, analytical approach to isolate and solve complicated hardware problems; and
- is able to effectively communicate and to work with other technicians, technical employees, managers and customers in technical support situations.

**(b) Duties**

- installation or relocation of hardware;
- assists in the provision of on-the-job training;
- assists in the analysis and preparation of component failure impact plans; and
- may be directed to perform other duties consistent with training and skills levels required for this position.

**A.1.5 Level 5 Technician**

**(a) Classification requirements**

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 4 Technician, and:

- applies specialised technical knowledge to problem solve difficult or complex situations;
- is able to exercise broad discretion in defining and solving technical problems where alternative choices may be applicable within standard practice;
- is able to perform varied technical duties involving the use of a wide range of alternative procedures;
- is capable of providing technical guidance and assistance as part of a work team;
- is capable of assistance in the provision of training, in conjunction with other support staff;
- is able to work under general supervision either individually or in a team environment;
- is able to use system level diagnostics to isolate and correct problems; and
- is able to apply verbal and written communication skills.

**(b) Duties**

- handles more complex/critical equipment;
- operates diagnostic systems to debug and isolate problems; and
- may be directed to perform other duties consistent with training and skills levels required for this position.

**A.1.6 Level 6 Technician**

**(a) Classification requirements**

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 5 Technician and consistent with this award:

- demonstrates an ability to respond to issues such as complex, unusual, intermittent or undefined malfunctions;
- researches problems and recommends solutions;
- maintains contact with problem situations and assists until a satisfactory resolution is achieved;
- summarises problem resolution and follow-up requirements for management and communicates final status to local management prior to leaving site;
- demonstrates an ability to review background of problems and performs on-site technical activities;
- conducts technical product performance improvement projects;
- identifies procedures to improve service support delivery;
- exercises broad discretion in defining and solving technical problems which may require the development of new alternative approaches;
- applies logical, methodical, analytical approaches to isolate and solve complex problems;
- is able to lead a small team;
- works under limited supervision; and
- is able to handle the technical functions of all aspects of computer systems, networks and communications.

**(b) Duties**

- provides assistance with installation planning;
- provides guidance to customers on component failure impact and problem determination procedures;
- provides guidance to employees engaged at lower levels;
- is responsible for customer satisfaction and quality of service provided;
- provides technical direction and guidance to customers;
- handles more complicated projects; and
- may be directed to perform other duties consistent with training and skills levels required for this position.

**A.2 Clerical and Administration Stream**

**A.2.1 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.2.2 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.2.3 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.2.4 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;
- co-ordinate 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 plans;
- implement workplace information systems;
- 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.2.5 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 plans;
- 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 recognised 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.2.6 Interpretation**

The indicative tasks set out in Schedule A.2 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 Commercial Travellers Stream**

**A.3.1 Trainee Salesperson** means an employee engaged as a trainee in accordance with Schedule F and who has not been assigned a sales quota and who is undertaking training as a Salesperson.

**A.3.2 Salesperson** means an employee who has undertaken an appropriate course of training and who has been assigned a sales quota for the sale of, and/or the soliciting of orders for business equipment and operating supplies therefore within one of the undermentioned levels:

- (a) **Salesperson Level 1** means a salesperson who has been assigned a quota for the sale of all other forms of business equipment and operating supplies therefore which have not been referred to elsewhere in this clause.
- (b) **Salesperson Level 2** means a salesperson who, without limiting the generality of the undermentioned types of business equipment has been assigned a quota and is engaged predominantly in the sale of the following electronic business equipment:
- accounting machines;
  - billing (and/or invoicing) machines;
  - data transceiving equipment;
  - magnetic tape encoders and storage equipment;
  - units of peripheral equipment and/or terminal equipment capable of on-line connection to, but excluding, the central processing unit (CPU); and
  - visible record computers.

- (c) **Salesperson Level 3** means a salesperson who has been assigned a quota predominantly for the sale of business equipment specifically designated as a digital computer and not referred to elsewhere in this clause.

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## Schedule B—Summary of Hourly Rates of Pay

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

### B.1 Ordinary hourly rate

**Ordinary hourly rate** means the hourly rate for the employee’s classification specified in clause [9.2](#) ~~11.2(a)~~, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes

#### B.1.1

**B.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 9.2.

### B.2 Full-time and part-time adult employees other than shiftworkers

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

	Ordinary hours	Public holiday	Outside spread of hours <sup>1</sup>	Saturday	Sunday
	% of <b>ordinary minimum</b> hourly rate				
	100%	250%	100%+ \$4.97 <sup>2</sup>	100% +\$11.92 <sup>2</sup>	100% +\$16.70 <sup>2</sup>
	\$	\$	\$	\$	\$
<b>Technical stream</b>					
Technical employee					
Level 1	17.76	44.40	22.73	29.68	34.46
Level 2	18.46	46.15	23.43	30.38	35.16
Technician					
Level 3	19.09	47.73	24.06	31.01	35.79
Level 4	20.13	50.33	25.10	32.05	36.83
Level 5	21.37	53.43	26.34	33.29	38.07
Level 6	22.56	56.40	27.53	34.48	39.26
<b>Clerical and Administration stream</b>					
Level 1	18.47	46.18	23.44	30.39	35.17
Level 2	19.10	47.75	24.07	31.02	35.80
Level 3	20.13	50.33	25.10	32.05	36.83
Level 4	21.96	54.90	26.93	33.88	38.66
Level 5	23.55	58.88	28.52	35.47	40.25

	Ordinary hours	Public holiday	Outside spread of hours <sup>1</sup>	Saturday	Sunday
	<b>% of ordinary minimum hourly rate</b>				
	100%	250%	100%+ \$4.97 <sup>2</sup>	100% +\$11.92 <sup>2</sup>	100% +\$16.70 <sup>2</sup>
	\$	\$	\$	\$	\$
<b>Commercial Travellers stream</b>					
Salesperson Level 1	19.61	49.03	24.58	31.53	36.31
Salesperson Level 2	21.51	53.78	26.48	33.43	38.21
Salesperson Level 3	24.89	62.23	29.86	36.81	41.59
<sup>1</sup> Between the hours of 6.30 pm and 6.30 am, Monday to Friday. The spread of hours is defined in clause 7.1.					
<sup>2</sup> These amounts are treated as allowances as per clause 14.1					

**B.2.2 Full-time and part-time employees other than shiftworkers—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	<b>% of ordinary hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
<b>Technical stream</b>				
Technical employee				
Level 1	26.64	35.52	35.52	44.40
Level 2	27.69	36.92	36.92	46.15
Technician				
Level 3	28.64	38.18	38.18	47.73
Level 4	30.20	40.26	40.26	50.33
Level 5	32.06	42.74	42.74	53.43
Level 6	33.84	45.12	45.12	56.40
<b>Clerical and Administration stream</b>				
Level 1	27.71	36.94	36.94	46.18
Level 2	28.65	38.20	38.20	47.75
Level 3	30.20	40.26	40.26	50.33
Level 4	32.94	43.92	43.92	54.90
Level 5	35.33	47.10	47.10	58.88



	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	<b>% of ordinary hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Commercial Travellers stream</b>				
Salesperson Level 1	29.42	39.22	39.22	49.03
Salesperson Level 2	32.27	43.02	43.02	53.78
Salesperson Level 3	37.34	49.78	49.78	62.23
<sup>1</sup> Between the hours of 6.30 pm and 6.30 am, Monday to Friday. The spread of hours is defined in clause 7.1.				
<sup>2</sup> These amounts are treated as allowances as per clause 14.1				

### B.3 Full-time and part-time adult employees—shiftworkers

#### B.3.1 Full-time and part-time shiftworkers—ordinary and penalty rates

	Day	Afternoon	Night	Permanent night	Non standard
	<b>% of ordinary hourly rate</b>				
	100%	100% + \$2.96 <sup>1</sup>	100% + \$3.54 <sup>1</sup>	100% + \$4.23 <sup>1</sup>	100% + \$6.04 <sup>1</sup>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Technical stream</b>					
Technical employee					
Level 1	17.76	20.72	21.30	21.99	23.80
Level 2	18.46	21.42	22.00	22.69	24.50
Technician					
Level 3	19.09	22.05	22.63	23.32	25.13
Level 4	20.13	23.09	23.67	24.36	26.17
Level 5	21.37	24.33	24.91	25.60	27.41
Level 6	22.56	25.52	26.10	26.79	28.60
<b>Clerical and Administration stream</b>					
Level 1	18.47	21.43	22.01	22.70	24.51
Level 2	19.10	22.06	22.64	23.33	25.14
Level 3	20.13	23.09	23.67	24.36	26.17

	Day	Afternoon	Night	Permanent night	Non standard
	<b>% of ordinary hourly rate</b>				
	100%	100% + \$2.96 <sup>1</sup>	100% + \$3.54 <sup>1</sup>	100% + \$4.23 <sup>1</sup>	100% + \$6.04 <sup>1</sup>
	\$	\$	\$	\$	\$
Level 4	21.96	24.92	25.50	26.19	28.00
Level 5	23.55	26.51	27.09	27.78	29.59
<b>Commercial Travellers stream</b>					
Salesperson Level 1	19.61	22.57	23.15	23.84	25.65
Salesperson Level 2	21.51	24.47	25.05	25.74	27.55
Salesperson Level 3	24.89	27.85	28.43	29.12	30.93

<sup>1</sup> These amounts are treated as allowances as per clause 15—Special provisions for shiftworkers.

**B.3.2 Full-time and part-time shiftworkers—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	<b>% of ordinary hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
<b>Technical stream</b>				
Technical employee				
Level 1	26.64	35.52	35.52	44.40
Level 2	27.69	36.92	36.92	46.15
Technician				
Level 3	28.64	38.18	38.18	47.73
Level 4	30.20	40.26	40.26	50.33
Level 5	32.06	42.74	42.74	53.43
Level 6	33.84	45.12	45.12	56.40
<b>Clerical and Administration stream</b>				
Level 1	27.71	36.94	36.94	46.18
Level 2	28.65	38.20	38.20	47.75
Level 3	30.20	40.26	40.26	50.33
Level 4	32.94	43.92	43.92	54.90
Level 5	35.33	47.10	47.10	58.88

Exposure draft – Business Equipment Award 2015

	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
<b>Commercial Travellers stream</b>				
Salesperson Level 1	29.42	39.22	39.22	49.03
Salesperson Level 2	32.27	43.02	43.02	53.78
Salesperson Level 3	37.34	49.78	49.78	62.23
<sup>1</sup> Between the hours of 6.30 pm and 6.30 am, Monday to Friday. The spread of hours is defined in clause 7.1.				
<sup>2</sup> These amounts are treated as allowances as per clause 14.1				

Casual rates will be inserted following the decision in [C2016/1](#) – AWR – see [statement](#).

## Schedule C—Summary of Monetary Allowances

See clause 11 for full details of allowances payable under this award.

### C.1 Wage related allowances (weekly standard rate)

The wage related allowances in this award are based on the standard rate as defined in Schedule H as the minimum weekly rate for a Level 4 Technician in clause 9.2(a)(i) = **\$764.80**.

Allowance	Clause	% of <u>standard rate</u> \$764.80	\$ per week
<b>Technical and Clerical streams</b>			
Leading hand in charge of:	11.2(b)		
2 to 5 employees <sup>1</sup>		3.21	24.55
6 to 10 employees <sup>1</sup>		4.75	36.33
More than 10 employees <sup>1</sup>		6.20	47.42
First aid allowance	11.2(c)	2.35	17.97
Representation allowance	11.2(d)	2.18	16.67
Service centre allowance	11.2(e)	6.08	46.50
<sup>1</sup> This allowance applies for all purposes of this award			

### C.2 Wage related allowances (hourly standard rate)

The wage related penalty rates in clauses 14 and 15 of this award are based on the standard hourly rate which has been calculated as the minimum weekly rate for a Level 4 Technician in clause 9.2(a)(i), divided by 38 = **\$20.13**.

Allowance	Clause	% of <u>standard rate</u> \$20.13	\$ per hour
Day work outside the spread of hours	14.1	24.70	4.97
Working ordinary hours on Saturday	14.2	59.20	11.92
Working ordinary hours on Sunday	14.3	82.95	16.70
Afternoon shift allowance	15.2(c)(i)	14.68	2.96
Night shift allowance	15.2(c)(ii)	17.59	3.54
Permanent night shift allowance	15.2(c)(iii)	21.00	4.23
Non-standard shift work allowance	15.3(b)	30.00	6.04
Overtime stand-by allowance	16.5(a)	59.42	11.96

### C.3 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.4 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.3:

Allowance	Clause	\$
<b>Technical and Clerical streams</b>		
Motor vehicle allowance:	11.3(b)	
Using own vehicle		621.14 per month
Using own vehicle—country territory		719.22 per month
Using own vehicle—additional amount		0.34 per km
Using own vehicle—casual basis		0.78 per km
Meal allowance for overtime rest breaks	11.3(c)(i)	13.50 per rest break
Area allowance:	11.3(d)(i)	
Mt Isa, Queensland		68.94 per week
Broken Hill, New South Wales		34.58 per week
That area of Western Australia, north of a line running East from Carrot Bay to the Northern Territory border		24.31 per week
That area of Western Australia situated between latitude 24 degrees and a line running East from Carrot Bay to the Northern Territory border		20.89 per week
That area within a line commencing on the coast at latitude 24 degrees, then east to the Northern Territory border, then south to the coast, then along the coast to a longitude of 123 degrees, north to the intersection of latitude 26 degrees, then west along latitude 26 degrees		9.42 per week
Living away from home allowance	11.3(e)(i)	66.94 per day
Travel time—living away from home—further meal allowance	11.3(e)(ii)	11.79 per evening meal

### C.4.1 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Living away from home and Area allowances	Domestic holiday travel and accommodation sub-group
Motor vehicle allowance	Private motoring sub-group

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## Schedule D—Supported Wage System

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

**D.2** In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

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

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

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

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

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

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

**D.4.2** Provided that the minimum amount payable must be not less than \$81 per week.

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

**D.5 Assessment of capacity**

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

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

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

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

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

**D.7 Review of assessment**

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

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

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to



the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **D.9 Workplace adjustment**

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

## **D.10 Trial period**

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$81 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

## ~~Schedule E—School-based Apprentices~~

- ~~E.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.~~
- ~~E.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.~~
- ~~E.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.~~
- ~~E.4— For the purposes of clause E.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.~~
- ~~E.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.~~
- ~~E.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.~~
- ~~E.7— The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.~~
- ~~E.8— School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.~~
- ~~E.9— The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three 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.~~
- ~~E.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.~~
- ~~E.11 School-based apprentices are entitled pro-rata to all of the other conditions in this award.~~

## Schedule F—National Training Wage

### F.1 Title

This is the *National Training Wage Schedule*.

### F.2 Definitions

In this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

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

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training

package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

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

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

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

### **F.3 Coverage**

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

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

**F.3.3** This schedule does not apply to:

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

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

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

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

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

### **F.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

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

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

**F.5 Minimum Wages**

**F.5.1 Minimum wages for full-time traineeships**

**(a) Wage Level A**

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

**(b) Wage Level B**

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20
Plus 3 years out of school	433.40	508.20	579.70
Plus 4 years out of school	508.20	579.70	
Plus 5 or more years out of school	579.70		

**(c) Wage Level C**

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

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	
Plus 5 or more years out of school	527.90		

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

- (i) Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	623.50	647.70
Wage Level B	601.60	624.70
Wage Level C	547.50	568.20

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

**(a) Wage Level A**

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

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

**(b) Wage Level B**

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

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	
Plus 5 or more years out of school	19.08		

**(c) Wage Level C**

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

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

**(d) School-based traineeships**

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

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.71	10.70

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

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.



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

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

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

### **F.5.4 Default wage rate**

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

## **F.6 Employment conditions**

**F.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

**F.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

**F.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

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

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

## F.7 Allocation of Traineeships to Wage Levels

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

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

### F.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III

<b>Training package</b>	<b>AQF certificate level</b>
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

**F.7.2 Wage Level B**

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

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

**F.7.3 Wage Level C**

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

## Schedule G—2015 Part-day Public Holidays

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

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

**G.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2015) or New Year's Eve (31 December 2015) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

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

This schedule is not intended to detract from or supplement the NES.

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

## Schedule H—Definitions

In this award, unless the contrary intention appears:

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

**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 11)

**business equipment industry** means the sale or lease and associated installation and servicing of business equipment such as computers, data processing equipment, photocopiers, facsimile machines, cash registers, accounting and adding machines, calculators and peripheral equipment associated with such equipment including keyboards, display screens, printers, routers and multifunction devices

**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)

**minimum hourly rate** means the minimum weekly rate in clause 9.2 divided by 38 and rounded to the nearest cent

**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 *Fair Work Act 2009* (Cth)

**ordinary hourly rate** means the hourly rate for the employee's classification specified in clause 9, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes

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

**standard rate** means the minimum weekly rate for a Level 4 Technician in clause 9.2(a)(i)