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27 April 2016	As agreed in conference on 21 April 2016	7.2(a), 7.2(c), 6.3(c)7.8, 8.1, 8.2(a), 9.2(a), 9.2(b), 9.5(a), 9.7,10.1, 10.3, 11.2, 11.3, 12.7, 15.2(b), 16.3(c)(ii), 16.6, A.3.1, Schedule H
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1 June 2016	Typographical errors fixed	B.2.2, B.3.2
17 July 2017	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433</a>	1, 6, 17, Schedule H
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3541</a>	6
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	Incorporates changes resulting from <a href="#">PR580863</a>	Schedule G
	Incorporates changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579782</a> , <a href="#">PR579527</a> and <a href="#">PR581528</a>	9, 11, 14, 15, 16, Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from <a href="#">PR582973</a>	17, Schedule I, Schedule J
	Incorporates changes resulting from <a href="#">PR584081</a>	16.9, Schedule K
	Note added	Schedule B
18 December 2015	<a href="#">Exposure draft</a>	

Red text indicates changes made to the draft since the previous published version, or issues that remain unresolved. 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.

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## 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~~ This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 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	Flexibility in relation to ordinary hours of work—day workers	An individual or the majority of employees
8.2	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)	Flexibility in relation to standard shiftwork	An individual or the majority of employees
17.3	Annual leave in advance	An individual
21.2	Substitution of public holidays	<del>The</del> An individual or 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

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 Full Bench found a model casual conversion clause should be inserted into modern awards without existing conversion clauses. Any further written submissions, including whether a conversion clause requires adaptation to meet the circumstances of particular awards, are to be filed by 2 August 2017. See [\[2017\] FWCFB 3541](#) at [381]-[382].

NOTE: The casual loading in clause 6.4(c)(ii) of this award was reviewed as part of the Annual Wage Review 2015-16 ([C2016/1](#)) – see [617]–[640] of [\[2016\] FWCFB 3500](#) and the most recent variation ([PR592117](#)).

- (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**

6.4(c) varied according to [\[2017\] FWCFB 3433](#)

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

- (i) the ordinary hourly rate; and
- (ii) a loading of ~~20%~~ **22%** of the ordinary hourly rate,

~~for the classification in which they are employed for the work which the employee performs.~~

### 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

Rates updated as a result of AWR 2017

(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

Classification	Annual salary	Minimum weekly rate	Minimum hourly rate
	\$	\$	\$
<b>Technical employee</b>			
Level 1	37,128	714.00	18.79
Level 2	38,574	741.80	19.52
<b>Technician</b>			
Level 3	39,900	767.30	20.19
Level 4	42,071	809.10	21.29
Level 5	44,676	859.20	22.61
Level 6	47,153	906.80	23.86

#### (ii) Clerical and Administration stream

Classification	Annual salary	Minimum weekly rate	Minimum hourly rate
	\$	\$	\$
Level 1	38,600	742.30	19.53
Level 2	39,925	767.80	20.21
Level 3	42,071	809.10	21.29
Level 4	45,895	882.60	23.23
Level 5	49,220	946.50	24.91

(iii) **Commercial Travellers stream**

	<b>Annual salary</b>	<b>Minimum weekly rate</b>
<b>Classification</b>		
	\$	\$
Salesperson Level 1	40,985	788.20
Salesperson Level 2	44,959	864.60
Salesperson Level 3	52,020	1,000.40

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

**NOTE:** There are exemptions which apply to certain employees see clause 10—Exemptions.

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**

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

(ii) **Clerical stream**

<b>Age</b>	<b>Percentage of adult rate</b>
	%
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.

Payment of wages on termination is being considered in matter [AM2016/8](#), see [draft determination \(at attachment A of Statement\)](#)

- (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) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Business Equipment Award 2010* and not the *Miscellaneous Award 2010*.

## 10. Exemptions

Rates updated as a result of AWR 2017

### 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 **\$58,150** 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 17.7—Personal/carer’s leave and compassionate leave;~~
- ~~(c) clause 20—Community service leave; and~~
- ~~(d) clause 21—Public holidays;~~

Except as to:

- (a) clause 1—Title and commencement (not including clause 1.5);
- (b) clause 2—The National Employment Standards and this award;
- (c) clause 3—Coverage;
- (d) clause 4—Award flexibility;

- (e) clause 17—Annual leave;
- (f) clause 18—Personal/carer’s leave and compassionate leave;
- (g) clause 20—Community service leave;
- (h) clause 21—Public holidays;
- (i) clause 22—Termination of employment (not including clause 22.3);
- (j) clause 24.2—Consultation about changes to rosters or hours of work; and
- (k) clause 25—Dispute resolution;

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%.

### 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.~~
- (a) clause 7—Ordinary hours of work and rostering
- (b) clause 9.5—Higher duties;
- (c) clause 15—Special provisions for shiftworkers
- (d) clause 8—Meal breaks
- (e) clause 16—Overtime
- (f) clause 17—Annual leave
- (g) clause 18—Personal/carer’s leave and compassionate leave;
- (h) clause 20—Community service leave; and
- (i) clause 21—Public holidays

## 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

Monetary amounts in this clause adjusted as a result of AWR 2017



**(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	25.97
6 to 10 employees	38.43
More than 10 employees	50.16

**(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 **\$19.01** 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 **\$17.64** 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 **\$49.19** 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**

Monetary amounts in this clause adjusted as a result of AWR 2017

**(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 were asked whether a definition should be provided for 'country territory' for the purposes of clause 11.3(b)(i) ([Transcript](#) [PN35–64])

- (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 **\$13.95** 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 **\$12.18** 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 **in pursuance of the performance of the employee’s duties**. 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**.

**(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

Monetary amounts in this clause adjusted as a result of AWR 2017

#### 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 **\$5.26** 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 **\$12.60** 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 **\$17.66** per hour for ordinary time worked on Sunday, in addition to the ordinary hourly rate.

### 15. Special provisions for shiftworkers

Monetary amounts in this clause adjusted as a result of AWR 2017

#### 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) **\$3.13** per hour for time worked on an afternoon shift;
- (ii) **\$3.74** per hour for time worked on a night shift, except as provided for in clause 15.2(c)(iii); and
- (iii) **\$4.47** 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 **\$6.39** 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**

16 amended in accordance with [PR584081](#) (16.9 inserted)

Monetary amounts in this clause adjusted as a result of AWR 2017

## 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 **\$12.65** 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.

### **16.9 Time off instead of payment for overtime**

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

- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 16.9.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K. An agreement under clause 16.9 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 16.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 16.9 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 16.9 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the

employee. If the employer agrees to the request then clause 16.9 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 16.9 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.9.

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

### 17. Annual leave

17 amended in accordance with [PR582973](#). (17.3, 17.4 and 17.7 renamed and substituted; 17.8 - 17.10 inserted)

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 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.



- (b) An agreement must:
- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 17.3 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I

- (c) The employer must keep a copy of any agreement under clause 17.3 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 17.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### 17.4 Close-down

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

#### 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 accruals: general provision

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

Note: Clauses 17.7 to 17.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing

with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act Fair Work Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 17.5).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 17.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 17.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**17.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 17.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 17.7, 17.8 or 17.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 17.8(b)(i).

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

**17.9 Excessive leave accruals: request by employee for leave**

- (a) Clause 17.9 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 17.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 17.8(a) that, when any other paid annual leave arrangements (whether made under clause 17.7, 17.8 or 17.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 17.7, 17.8 or 17.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 17.5) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

**17.10 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 17.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 17.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 17.10 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 17.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
  - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
  - (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
  - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
  - (i) The employer must keep a copy of any agreement under clause 17.10 as an employee record.

Note 1: Under section 344 of the ~~Act Fair Work Act~~, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 17.10.

Note 2: Under section 345(1) of the ~~Act Fair Work Act~~, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 17.10.

Note 3: An example of the type of agreement required by clause 17.10 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

## **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~~ **an individual or the majority of** 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.

### 21.4 Part-day public holidays

21.4 inserted on 16 September 2016

For provisions relating to part-day public holidays see Schedule G—[2016](#) Part-day Public Holidays

## 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.

## Schedule B—Summary of Hourly Rates of Pay

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

Rates updated as a result of AWR 2017

### B.1 Ordinary hourly rate

**B.1.1 Ordinary hourly rate** is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 11.2, this forms part of the employee's ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

**B.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 9.2. Consistent with clause B.1.1, all purpose allowances need to be added to the rates in the table where they are applicable.

Parties are to provide any objections to the proposal to insert the following footnote:

<sup>x</sup>**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

Submissions are due by 28 July 2017, see [\[2017\] FWCFB 3433](#) at [362].

### 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 ordinary hourly rate <sup>3</sup>				
	100%	250%	100%+ \$5.26 <sup>2</sup>	100% +\$12.60 <sup>2</sup>	100% +\$17.66 <sup>2</sup>
	\$	\$	\$	\$	\$
<b>Technical stream</b>					
<b>Technical employee</b>					
Level 1	18.79	46.98	24.05	31.39	36.45
Level 2	19.52	48.80	24.78	32.12	37.18
<b>Technician</b>					
Level 3	20.19	50.48	25.45	32.79	37.85
Level 4	21.29	53.23	26.55	33.89	38.95
Level 5	22.61	56.53	27.87	35.21	40.27
Level 6	23.86	59.65	29.12	36.46	41.52

	Ordinary hours	Public holiday	Outside spread of hours <sup>1</sup>	Saturday	Sunday
	% of ordinary hourly rate <sup>3</sup>				
	100%	250%	100%+ \$5.26 <sup>2</sup>	100% +\$12.60 <sup>2</sup>	100% +\$17.66 <sup>2</sup>
	\$	\$	\$	\$	\$
<b>Clerical and Administration stream</b>					
Level 1	19.53	48.83	24.79	32.13	37.19
Level 2	20.21	50.53	25.47	32.81	37.87
Level 3	21.29	53.23	26.55	33.89	38.95
Level 4	23.23	58.08	28.49	35.83	40.89
Level 5	24.91	62.28	30.17	37.51	42.57
<b>Commercial Travellers stream</b>					
Salesperson Level 1	20.74	51.85	26.00	33.34	38.40
Salesperson Level 2	22.75	56.88	28.01	35.35	40.41
Salesperson Level 3	26.33	65.83	31.59	38.93	43.99
<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					
<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.					

B.2.2 amended by AMOD – footnotes removed as they do not relate to this table.

**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		
	% of ordinary hourly rate <sup>3</sup>			
	150%	200%	200%	250%
	\$	\$	\$	\$
<b>Technical stream</b>				
<b>Technical employee</b>				
Level 1	28.19	37.58	37.58	46.98
Level 2	29.28	39.04	39.04	48.80
<b>Technician</b>				
Level 3	30.29	40.38	40.38	50.48
Level 4	31.94	42.58	42.58	53.23
Level 5	33.92	45.22	45.22	56.53

	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate <sup>3</sup>			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 6	35.79	47.72	47.72	59.65
<b>Clerical and Administration stream</b>				
Level 1	29.30	39.06	39.06	48.83
Level 2	30.32	40.42	40.42	50.53
Level 3	31.94	42.58	42.58	53.23
Level 4	34.85	46.46	46.46	58.08
Level 5	37.37	49.82	49.82	62.28
<b>Commercial Travellers stream</b>				
Salesperson Level 1	31.11	41.48	41.48	51.85
Salesperson Level 2	34.13	45.50	45.50	56.88
Salesperson Level 3	39.50	52.66	52.66	65.83
<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 <sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

### 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
	% of ordinary hourly rate <sup>2</sup>				
	100%	100% + \$3.13 <sup>1</sup>	100% + \$3.74 <sup>1</sup>	100% + \$4.47 <sup>1</sup>	100% + \$6.39 <sup>1</sup>
	\$	\$	\$	\$	\$
<b>Technical stream</b>					
<b>Technical employee</b>					
Level 1	18.79	21.92	22.53	23.26	25.18
Level 2	19.52	22.65	23.26	23.99	25.91
<b>Technician</b>					
Level 3	20.19	23.32	23.93	24.66	26.58
Level 4	21.29	24.42	25.03	25.76	27.68
Level 5	22.61	25.74	26.35	27.08	29.00

	Day	Afternoon	Night	Permanent night	Non standard
	% of ordinary hourly rate <sup>2</sup>				
	100%	100% + \$3.13 <sup>1</sup>	100% + \$3.74 <sup>1</sup>	100% + \$4.47 <sup>1</sup>	100% + \$6.39 <sup>1</sup>
	\$	\$	\$	\$	\$
Level 6	23.86	26.99	27.60	28.33	30.25
<b>Clerical and Administration stream</b>					
Level 1	19.53	22.66	23.27	24.00	25.92
Level 2	20.21	23.34	23.95	24.68	26.60
Level 3	21.29	24.42	25.03	25.76	27.68
Level 4	23.23	26.36	26.97	27.70	29.62
Level 5	24.91	28.04	28.65	29.38	31.30
<b>Commercial Travellers stream</b>					
Salesperson Level 1	20.74	23.87	24.48	25.21	27.13
Salesperson Level 2	22.75	25.88	26.49	27.22	29.14
Salesperson Level 3	26.33	29.46	30.07	30.80	32.72

<sup>1</sup> These amounts are treated as allowances as per clause 15—Special provisions for shiftworkers  
<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.2 amended by AMOD – footnotes removed as they do not relate to this table.

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

	Monday to Saturday-Sunday		Sunday <sup>1</sup>	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate <sup>2</sup>			
	150%	200%	200%	250%
	\$	\$	\$	\$
<b>Technical stream</b>				
<b>Technical employee</b>				
Level 1	28.19	37.58	37.58	46.98
Level 2	29.28	39.04	39.04	48.80
<b>Technician</b>				
Level 3	30.29	40.38	40.38	50.48
Level 4	31.94	42.58	42.58	53.23
Level 5	33.92	45.22	45.22	56.53
Level 6	35.79	47.72	47.72	59.65

	Monday to <del>Saturday-Sunday</del>		Sunday <sup>1</sup>	Public holiday
	first 3 hours	after 3 hours		
% of ordinary hourly rate <sup>2</sup>				
	150%	200%	200%	250%
	\$	\$	\$	\$
<b>Clerical and Administration stream</b>				
Level 1	29.30	39.06	39.06	48.83
Level 2	30.32	40.42	40.42	50.53
Level 3	31.94	42.58	42.58	53.23
Level 4	34.85	46.46	46.46	58.08
Level 5	37.37	49.82	49.82	62.28
<b>Commercial Travellers stream</b>				
Salesperson Level 1	31.11	41.48	41.48	51.85
Salesperson Level 2	34.13	45.50	45.50	56.88
Salesperson Level 3	39.50	52.66	52.66	65.83
<sup>1</sup> <del>Between the hours of 6.30 pm and 6.30 am, Monday to Friday. The spread of hours is defined in clause 7.1.</del>				
<sup>2</sup> <del>These amounts are treated as allowances as per clause 14.1</del>				
<sup>1</sup> An employee required to work on a Sunday that is a day off under clause 16.3(b)				
<sup>2</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

Casual rates have been inserted following [\[2016\] FWCFB 3500](#)

## B.4 Casual adult employees

### B.4.1 Casual adult employees— other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holiday	Outside spread of hours <sup>1</sup>	Saturday	Sunday
% of ordinary hourly rate <sup>3</sup>					
	122%	272%	122%+ \$5.26 <sup>2</sup>	122%+ \$12.60 <sup>2</sup>	122%+ \$17.66 <sup>2</sup>
	\$	\$	\$	\$	\$
<b>Technical stream</b>					
<b>Technical employee</b>					
Level 1	22.92	51.11	28.18	35.52	40.58
Level 2	23.81	53.09	29.07	36.41	41.47
<b>Technician</b>					
Level 3	24.63	54.92	29.89	37.23	42.29



	Ordinary hours	Public holiday	Outside spread of hours <sup>1</sup>	Saturday	Sunday
	% of ordinary hourly rate <sup>3</sup>				
	122%	272%	122%+ \$5.26 <sup>2</sup>	122% +\$12.60 <sup>2</sup>	122% +\$17.66 <sup>2</sup>
	\$	\$	\$	\$	\$
Level 4	25.97	57.91	31.23	38.57	43.63
Level 5	27.58	61.50	32.84	40.18	45.24
Level 6	29.11	64.90	34.37	41.71	46.77
<b>Clerical and Administration stream</b>					
Level 1	23.83	53.12	29.09	36.43	41.49
Level 2	24.66	54.97	29.92	37.26	42.32
Level 3	25.97	57.91	31.23	38.57	43.63
Level 4	28.34	63.19	33.60	40.94	46.00
Level 5	30.39	67.76	35.65	42.99	48.05
<b>Commercial Travellers stream</b>					
Salesperson Level 1	25.30	56.41	30.56	37.90	42.96
Salesperson Level 2	27.76	61.88	33.02	40.36	45.42
Salesperson Level 3	32.12	71.62	37.38	44.72	49.78
<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 <sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.					

**B.4.2 Casual adult employees— other than shiftworkers—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate <sup>3</sup>			
	172%	222%	222%	272%
	\$	\$	\$	\$
<b>Technical stream</b>				
<b>Technical employee</b>				
Level 1	32.32	41.71	41.71	51.11
Level 2	33.57	43.33	43.33	53.09
<b>Technician</b>				
Level 3	34.73	44.82	44.82	54.92
Level 4	36.62	47.26	47.26	57.91

	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate <sup>3</sup>			
	172%	222%	222%	272%
	\$	\$	\$	\$
Level 5	38.89	50.19	50.19	61.50
Level 6	41.04	52.97	52.97	64.90
<b>Clerical and Administration stream</b>				
Level 1	33.59	43.36	43.36	53.12
Level 2	34.76	44.87	44.87	54.97
Level 3	36.62	47.26	47.26	57.91
Level 4	39.96	51.57	51.57	63.19
Level 5	42.85	55.30	55.30	67.76
<b>Commercial Travellers stream</b>				
Salesperson Level 1	35.67	46.04	46.04	56.41
Salesperson Level 2	39.13	50.51	50.51	61.88
Salesperson Level 3	45.29	58.45	58.45	71.62
<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

## B.5 Casual employees—shiftworkers

### B.5.1 Casual shiftworkers—ordinary and penalty rates

	Day	Afternoon	Night	Permanent night	Non standard
	% of ordinary hourly rate <sup>2</sup>				
	122%	122% + \$3.13 <sup>1</sup>	122% + \$3.74 <sup>1</sup>	122% + \$4.47 <sup>1</sup>	122% + \$6.39 <sup>1</sup>
	\$	\$	\$	\$	\$
<b>Technical stream</b>					
<b>Technical employee</b>					
Level 1	22.92	26.05	26.66	27.39	29.31
Level 2	24.40	26.94	27.55	28.28	30.20
<b>Technician</b>					
Level 3	25.24	27.76	28.37	29.10	31.02
Level 4	26.61	29.10	29.71	30.44	32.36
Level 5	28.26	30.71	31.32	32.05	33.97
Level 6	29.83	32.24	32.85	33.58	35.50

	Day	Afternoon	Night	Permanent night	Non standard
	% of ordinary hourly rate <sup>2</sup>				
	<b>122%</b>	<b>122% + \$3.13<sup>1</sup></b>	<b>122% + \$3.74<sup>1</sup></b>	<b>122% + \$4.47<sup>1</sup></b>	<b>122% + \$6.39<sup>1</sup></b>
	\$	\$	\$	\$	\$
<b>Clerical and Administration stream</b>					
Level 1	24.41	26.96	27.57	28.30	30.22
Level 2	25.26	27.79	28.40	29.13	31.05
Level 3	26.61	29.10	29.71	30.44	32.36
Level 4	29.04	31.47	32.08	32.81	34.73
Level 5	31.14	33.52	34.13	34.86	36.78
<b>Commercial Travellers stream</b>					
Salesperson Level 1	25.93	28.43	29.04	29.77	31.69
Salesperson Level 2	28.44	30.89	31.50	32.23	34.15
Salesperson Level 3	32.91	35.25	35.86	36.59	38.51
<sup>1</sup> These amounts are treated as allowances as per clause 15—Special provisions for shiftworkers					
<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.					

**B.5.2 Full-time and part-time shiftworkers—overtime rates**

	Monday to <del>Saturday</del> <b>Sunday</b>		Sunday <sup>1</sup>	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate <sup>2</sup>			
	<b>172%</b>	<b>222%</b>	<b>222%</b>	<b>272%</b>
	\$	\$	\$	\$
<b>Technical stream</b>				
<b>Technical employee</b>				
Level 1	32.32	41.71	41.71	51.11
Level 2	33.57	43.33	43.33	53.09
<b>Technician</b>				
Level 3	34.73	44.82	44.82	54.92
Level 4	36.62	47.26	47.26	57.91
Level 5	38.89	50.19	50.19	61.50
Level 6	41.04	52.97	52.97	64.90
<b>Clerical and Administration stream</b>				
Level 1	33.59	43.36	43.36	53.12
Level 2	34.76	44.87	44.87	54.97

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	Monday to <del>Saturday</del> -Sunday		Sunday <sup>1</sup>	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate <sup>2</sup>			
	172%	222%	222%	272%
	\$	\$	\$	\$
Level 3	36.62	47.26	47.26	57.91
Level 4	39.96	51.57	51.57	63.19
Level 5	42.85	55.30	55.30	67.76
<b>Commercial Travellers stream</b>				
Salesperson Level 1	35.67	46.04	46.04	56.41
Salesperson Level 2	39.13	50.51	50.51	61.88
Salesperson Level 3	45.29	58.45	58.45	71.62
<sup>1</sup> An employee required to work on a Sunday that is a day off under clause 16.3(b)				
<sup>2</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

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## Schedule C—Summary of Monetary Allowances

Monetary amounts in this schedule adjusted as a result of AWR 2017

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) = **\$809.10**.

Allowance	Clause	% of <u>standard rate</u> \$809.10	\$ 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	25.97
6 to 10 employees <sup>1</sup>		4.75	38.43
More than 10 employees <sup>1</sup>		6.20	50.16
First aid allowance	11.2(c)	2.35	19.01
Representation allowance	11.2(d)	2.18	17.64
Service centre allowance	11.2(e)	6.08	49.19
<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 = **\$21.29**.

Allowance	Clause	% of <u>standard rate</u> \$21.29	\$ per hour
Day work outside the spread of hours	14.1	24.70	5.26
Working ordinary hours on Saturday	14.2	59.20	12.60
Working ordinary hours on Sunday	14.3	82.95	17.66
Afternoon shift allowance	15.2(c)(i)	14.68	3.13
Night shift allowance	15.2(c)(ii)	17.59	3.74
Permanent night shift allowance	15.2(c)(iii)	21.00	4.47
Non-standard shift work allowance	15.3(b)	30.00	6.39
Overtime stand-by allowance	16.5(a)	59.42	12.65

### 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)	13.95 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)	12.18 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

Schedule D updated in accordance with [PR592689](#).

**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 **\$84** 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 **\$84** 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**

This schedule is being reviewed in matter [AM2016/17](#)

Scheduled deleted by [PR593816](#)

DRAFT

## Schedule G—2016 Part-day Public Holidays

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

Schedule G amended in accordance with [PR580863](#)

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 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm 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

Placement of the **definitions** to be determined by Plain Language Process. See [\[2017\] FWCFCB 3433](#) at [333].

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** has the meaning given in clause 3.2

~~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)

## Schedule I—Agreement to Take Annual Leave in Advance

Schedule I—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582973](#)

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule J—Agreement to Cash Out Annual Leave

Schedule J—Agreement to Cash Out Annual Leave inserted in accordance with [PR582973](#)

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_



## Schedule K—Agreement for Time Off Instead of Payment for Overtime

Schedule K— Agreement for time off instead of payment for overtime inserted in accordance with [PR584081](#).

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_