

Clerks—Private Sector Award 2010

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Additional Document: The National Employment Standards (NES)

Award Publication Date

This award is current as at 1 July 2011

Below are listed the current amendments that have been made so far:

The above award was first made on 19 December 2008 [[PR985112](#)]

This consolidated version of the award includes variations made on:

3 April 2009 [[PR986427](#)];

11 September 2009 [[PR988359](#)];

16 November 2009 [[PR990697](#)];

10 December 2009 [[PR990538](#)];

24 December 2009 [[PR991484](#)];

24 December 2009 [[PR992122](#)];

20 January 2010 [[PR992656](#)];

23 March 2010 [[PR994549](#)];

21 May 2010 [[PR997335](#)];

4 June 2010 [[PR997772](#)];

18 June 2010 [[PR998031](#)];

18 June 2010 [[PR997879](#)]

29 June 2010 [[PR998748](#)];

19 July 2010 [[PR999477](#)];

17 September 2010 [[PR501432](#)];

6 December 2010 [[PR503605](#)].

9 June 2011 [[2011](#)] [FWAFB 3400](#)

There are current applications to vary this award:

5 August 2010 [[AM2010/147](#)].

Note: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

Part 1—Application and Operation of Award

1. Title

This award is the *Clerks—Private Sector Award 2010*.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

Agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*

Award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*

Clerical work includes recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard and attending a reception desk

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*

Division 2B state employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*

Employee means national system employee within the meaning of the Act

Employer means national system employer within the meaning of the Act

Enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*

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 wage for a Level 2 in clause 16

Transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

4. Coverage

4.1 This award covers employers in the private sector throughout Australia with respect to their employees engaged wholly or principally in clerical work, including administrative duties of a clerical nature, and to those employees. However, the award does not cover:

(a) an employer bound by a modernised award that contains clerical classifications; or

(b) an employee excluded from award coverage by the Act.

4.2 The award does not cover 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.

4.3 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of

the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

- 4.4** This award covers any employer which supplies on-hire employees in classifications set out in Schedule B—Classifications and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.
- 4.5** This award covers employers which provide group training services for trainees engaged in any of the occupations set out at Schedule B—Classifications and those 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.
- 4.6** Without limiting the generality of the foregoing this award does not cover employers covered by the following industry awards with respect to employees covered by the awards:
- the *Aged Care Award 2010*;
 - the *Airline Operations—Ground Staff Award 2010*;
 - the *Airport Employees Award 2010*;
 - the *Alpine Resorts Award 2010*;
 - the *Animal Care and Veterinary Services Award 2010*;
 - the *Banking, Finance and Insurance Award 2010*;
 - the *Black Coal Mining Industry Award 2010*;
 - the *Business Equipment Award 2010*;
 - the *Contract Call Centres Award 2010*;
 - the *Educational Services (Post-Secondary Education) Award 2010*;
 - the *Educational Services (Schools) General Staff Award 2010*;
 - the *Fitness Industry Award 2010*;
 - the *General Retail Industry Award 2010*;
 - the *Health Professionals and Support Services Award 2010*;
 - the *Higher Education Industry—General Staff—Award 2010*;
 - the *Hospitality Industry (General) Award 2010*;
 - the *Legal Services Award 2010*;
 - the *Market and Social Research Award 2010*;
 - the *Rail Industry Award 2010*;
 - the *Restaurant Industry Award 2010*;
 - the *Sporting Organisations Award 2010*; or
 - the *Telecommunications Services Award 2010*.

- 4.7 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.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

- 7.1 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.

- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 7.3 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 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- 7.4 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.

- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** 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.
- 7.8** The agreement may be terminated:
- (a)** by the employer or the individual employee giving four 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.
- 7.9** 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.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment, major changes in 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.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representative, if any, the introduction of the changes referred to in clause 8.1, 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.
- (b) 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 8.1.
- (c) 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.

9. Dispute resolution

- 9.1** 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.
- 9.2** 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 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Australia.
- 9.3** The parties may agree on the process to be utilised by the Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Full-time employment

A full-time employee is an employee who is engaged to work the number of hours regarded as the full-time hours at the particular workplace. The full-time hours must be 38 or less per week.

11. Part-time employment

11.1 A part-time employee is an employee who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis.

11.2 Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.

11.3 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the numbers of hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

11.4 Changes in hours may only be made by agreement in writing between the employer and employee. Changes in days can be made by the employer giving one week's notice in advance of the changed hours.

11.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

11.6 All time worked in excess of the hours as agreed under clause 11.3 or varied under clause 11.4 will be overtime and paid for at the rates prescribed in clause 27—Overtime and penalties (other than shiftworkers).

11.7 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

12. Casual employment

12.1 A casual employee is an employee engaged as such.

12.2 A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the [NES](#).

12.3 Casual employees must be paid at the termination of each engagement, or weekly or fortnightly in accordance with usual payment methods for full-time employees.

12.4 Casual employees are entitled to a minimum payment of three hours' work at the appropriate rate.

13. Termination of employment

13.1 Notice of termination is provided for in the [NES](#).

13.2 Notice of termination by an employee

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

13.3 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.

14. Redundancy

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

14.2 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.

14.3 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.

14.4 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 13.3.

14.5 Transitional provisions - NAPSA employees

- (a) Subject to clause 14.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with terms of a notional agreement preserving a State award:
 - i. That would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

- ii. That would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the [NES](#).
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the [NES](#).
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 14.5 ceases to operate on 31 December 2014.

14.6 Transitional provisions - Division 2B State employees

- (a) Subject to clause 14.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award;
 - i. that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and
 - ii. that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 14.6 ceases to operate on 31 December 2014.

Part 4—Minimum Wages, Classifications and Related Matters

15. Classifications

- 15.1** All employees covered by this award must be classified according to the structure set out in Schedule B and paid the minimum wage in clause -Minimum weekly wages. Employers must advise their employees in writing of their classification and of any changes to their classification.
- 15.2** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

16. Minimum weekly wages

Classification	Per week \$
Level 1—Year 1	626.60
Level 1—Year 2	657.60
Level 1—Year 3	678.30
Level 2—Year 1	686.20
Level 2—Year 2	699.00
Level 3	724.80
Call centre principal customer contact specialist	730.00
Level 4	761.00
Level 5	792.00
Call centre technical associate	867.50

17. Annualised salaries

17.1 Annual salary instead of award provisions

- (a)** An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:
- (i)** clause 16—Minimum weekly wages;
 - (ii)** clause 19—Allowances;
 - (iii)** clauses 27 and 28 —Overtime and penalty rates; and
 - (iv)** clause 29.3—Annual leave loading.
- (b)** Where an annual salary is paid the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.

17.2 Annual salary not to disadvantage employees

- (a) The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

17.3 Base rate of pay for employees on annual salary arrangements

For the purposes of the [NES](#), the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16—Minimum weekly wages and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

18. Juniors

Junior employees must be paid the following percentage of the appropriate wage rate in clause 16.

Age	%
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

19. Allowances

19.1 Transport of employees—shiftworkers

When an employee working shiftwork commences or finishes work at a time other than the employee’s normal time of commencing or finishing and when reasonable means of transport is not available, the employer will reimburse the employee an amount equal to the cost of any transport which allows the employee to reach the employee’s home by other means of transport, unless the employer provides suitable transport.

19.2 Clothing and footwear

- (a) The employer will reimburse employees engaged in work damaging to clothing (for example, the use, maintenance or running repairs of office machines or in the receiving and/or despatch of goods) an amount equal to the cost of uniforms and/or protective clothing, except where uniforms and/or protective clothing are provided free of charge by the employer.
- (b) The employer will reimburse employees who are constantly required to work under conditions which are wet and damaging to footwear, (e.g. on surfaces periodically hosed down or in wet or muddy conditions) an amount equal to the cost of appropriate protective footwear, except where appropriate protective footwear is provided free of charge by the employer.
- (c) When an employee is required to wear and launder a uniform any cost of the uniform must be reimbursed and the employee must be paid \$3.55 for laundry expenses per week.

19.3 Meal allowance

- (a) An employee required to work for more than one and a half hours of overtime without being given 24 hours' notice after the employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of \$13.27. Where such overtime work exceeds four hours a further meal allowance of \$10.62 will be paid.

19.4 Vehicle allowance

- (a) An employee required by the employer to use the employee's motor vehicle in the performance of duties must be paid the following allowances:
- (i) **Motor cars**
\$0.74 per kilometre with a maximum payment as for 400 kilometres per week.
 - (ii) **Motorcycles**
\$0.25 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.

19.5 Living away from home allowance

- (a) An employee, required by the employer to work temporarily for the employer away from the employee's usual place of employment, and who is required thereby to sleep away from the employee's usual place of residence, is entitled to the following:
- (i) The payment of an allowance to cover all fares to and from the place at which the employer requires the employee to work; and
 - (ii) The payment of an allowance to cover all reasonable expenses incurred for board and lodging.
- (b) The allowances referred to in this clause are not payable where the fares and the board and lodging are provided by the employer.
- (c) In addition to the above, the employee must receive payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.

19.6 First aid allowance

An employee who has been trained to render first aid, is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance Australia or similar body and is appointed by an employer to perform first aid duty must be paid a weekly allowance of 1.5% of the standard rate.

19.7 Higher duties allowance

An employee, when required to perform any of the duties in a classification higher than their usual classification for more than one day must be paid at least the rate which would be applicable if such duties were performed on a permanent basis.

19.8 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

(i) That would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

(ii) That would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

(i) That would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

(ii) That would have entitled the employee to payment of a district allowance.

(c) Clause 19.8 ceases to operate on 31 December 2014.

19.9 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:

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

20. Accident make-up pay

Except in relation to clauses 20.8, 20.9 and 20.10, this clause only applies in Victoria. The whole of this clause ceases to apply on 31 December 2014.

20.1 Accident pay

Where an employee becomes entitled to weekly compensation payments pursuant to the *Accident Compensation Act 1985* (the AC Act), the employer will pay to the employee an amount equivalent to the difference between:

- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
- (b) to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks;

20.2 Accident pay will not apply:

- (a) in respect of any injury during the first five normal working days of incapacity;
- (b) to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks;

- (c) where in accordance with the AC Act a medical practitioner provides information to an employer of an employee's fitness for work or specifies work for which an employee has a capacity and such work is made available by an employer but not commenced by an employee.

20.3 Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

20.4 The maximum period or aggregate of periods of accident pay to be made by an employer must be a total of 26 weeks for any one injury.

20.5 Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the AC Act, such reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.

20.6 Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:

- (a) is by the employer other than for reason of the employee's serious and/or wilful misconduct; or
- (b) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement in the absence of agreement will be referred to the Fair Work Australia to determine.

20.7 An employee on engagement may be required to declare all workers compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this clause.

20.8 Subject to clause **Error! Reference source not found.**, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

- (a) if the employee had at that time been in their current circumstances of employment and no agreement - based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

20.9 The employee's entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under the other instrument.

20.10 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

21. Supported wage system

See Schedule C

22. National training wage

See Schedule D

23. Payment of wages

23.1 Employees must be paid their wages weekly or fortnightly as determined by the employer or monthly if mutually agreed. Where payment is made monthly it must be on the basis of two weeks in advance and two weeks in arrears.

23.2 Method of payment

Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.

23.3 Day off coinciding with payday

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with payday, such employee must be paid no later than the working day immediately following payday. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding payday.

23.4 Absences from duty under an averaging system

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following applies:

- (a) The employee will accrue a credit for each day the employee works ordinary hours in excess of the daily average.
- (b) The employee will incur a debit for each day of absence from duty other than on annual leave, long service leave, public holidays, paid personal leave, workers compensation, paid compassionate leave, paid family leave, or jury service.
- (c) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid personal leave, workers compensation, paid compassionate leave, paid family leave, or jury service) will incur a proportion of the debit for the day, based upon the proportion of the working day that the employee was in attendance.

24. Superannuation

24.1 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, the superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

24.2 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.

24.3 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 24.2.
- (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 24.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 24.3(a) or (b) was made.

24.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 24.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 24.2 and pay the amount authorised under clauses 24.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) CARE Super;
- (b) AustralianSuper;
- (c) SunSuper;
- (d) HESTA;
- (e) Statewide Superannuation;
- (f) Tasplan;
- (g) REI Super;
- (h) Asset Limited;
- (i) Westscheme Pty Ltd;
- (j) MTAA Superannuation Fund; or
- (k) 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.

24.5 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 24.2 and pay the amount authorised under clauses 24.3(a) or (b) in the following circumstances:

- (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—Hours of Work and Related Matters

25. Ordinary hours of work (other than shiftworkers)

25.1 Weekly hours of work—day workers

- (a) The ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days, or an average of 38 over the period of an agreed roster cycle.
- (b) The ordinary hours of work may be worked from 7.00 am to 7.00 pm Monday to Friday and from 7.00 am to 12.30 pm Saturday. Provided that where an employee works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by the modern award applying to the majority of the employees in the workplace.
- (c) Not more than 10 hours exclusive of meal breaks (except if paid for at overtime rates) are to be worked in any one day.

25.2 Altering spread of hours

The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.

25.3 Notice of rostered days off

Where an employee is entitled to a rostered day off during the employee's work cycle, the employer must give the employee four weeks' notice in advance of the weekday the employee is to take off.

25.4 Substitute days

- (a) An employer may substitute the day an employee is to take off for another day in case of a break down in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (c) Where the working of the 38 hour week is agreed to in accordance with this clause, an employee and the employer may agree to a banking system of up to a maximum of five rostered days off. An employee would therefore work on what would normally have been the employee's rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided not less than five days' notice is given before taking the banked rostered day(s) off.
- (d) No payments or penalty payments are to be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.
- (e) Employees terminating prior to taking any banked rostered day(s) off must receive one fifth of average weekly pay over the previous six months multiplied by the number of banked substitute days.
- (f) Employees who work on a rostered day off basis each twenty-day cycle are entitled to twelve rostered days off in a twelve-month period.

26. Breaks

26.1 Meal break

Subject to the provisions of clause 28—Shiftwork of this award, a meal period of not less than 30 minutes and not more than 60 minutes must be allowed to each employee. Such meal period must be taken not later than five hours after commencing work and after the resumption of work from a previous meal break. Employees required to work through meal breaks must be paid double time for all time so worked until a meal break is allowed.

26.2 Rest break

- (a)** An employee must be allowed two ten minute rest intervals to be counted as time worked on each day that the employee is required to work not less than eight ordinary hours. Each rest interval should be taken at a time suitable to the employer taking into account the needs of the business. If suitable to business operations, the first rest interval should be allowed between the time of commencing work and the usual meal interval and the second rest interval should be allowed between the usual meal and the time of ceasing work for the day.
- (b)** An employee must be allowed one ten minute rest interval to be counted as time worked on each day that the employee is required to work more than three but less than eight ordinary hours. The rest interval should be taken at a time suitable to the employer taking into account the needs of the business.
- (c)** An employee who works more than four hours overtime on a Saturday morning must be allowed a rest interval of ten minutes without loss of pay between the time of commencing work and finishing work.

27. Overtime rates and penalties (other than shiftworkers)

27.1 Payment for working overtime

- (a)** Employees working overtime:
 - (i)** within the hours fixed in clause 25—Ordinary hours of work (other than shiftworkers), of this award but in excess of the hours fixed for an ordinary week's work; or
 - (ii)** outside the hours fixed in clause 25 of this award;must be paid time and a half for the first two hours and double time thereafter calculated on a daily basis.
- (b)** For the purposes of this clause hours fixed for an ordinary week's work means the hours of work fixed in an establishment in accordance with clause 25 of this award or varied in accordance with the relevant clauses of this award.
- (c)** For the purposes of administering the provisions contained in this clause, the minimum period for which an employee must be paid overtime is one half hour per week.
- (d)** An employee who works 38 hours Monday to Friday must be paid a minimum of three hours at overtime rates for work performed on a Saturday, provided that such employee is ready, willing and available to work such overtime.

27.2 Payment for working Saturdays and Sundays

- (a)** Work within the spread of ordinary hours on Saturday will be paid at the rate of time and a quarter.
- (b)** All work done on a Sunday must be paid for at the rate of double time.

- (c) An employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided the employee is available for work for four hours.

27.3 Rest period after overtime

- (a) When overtime work is necessary it must wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee must be paid at double the ordinary time rate of pay until the employee is released from duty for such period and the employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) Overtime worked in the circumstances specified in clause 27.4 hereof must not be regarded as overtime for the purpose of this clause.
- (e) The provisions of this clause apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) For the purposes of changing shift rosters; or
 - (ii) Where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or
 - (iii) Where a shift is worked by arrangement between the employees themselves.
- (f) When an employee has not substituted nor banked the rostered day off and therefore works overtime on the rostered day off, the rate of pay must be calculated in accordance with the provisions of clause 27.1.

27.4 Return to duty

Where an employee is required to return to duty after the usual finishing hour of work for that day the employee must be paid at the overtime rates prescribed in clause 27.1(a) but must receive a minimum payment as for three hours' work. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

27.5 Time off in lieu of overtime

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime that would otherwise be payable under this clause at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate that is an hour for each hour worked.
- (c) An employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

27.6 Make-up time

An employee 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.

28. Shiftwork

28.1 Definitions

In this clause:

- (a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.
- (b) **Night shift** means any shift finishing after midnight, and at or before 8.00 am.
- (c) **Permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

28.2 Altering span of hours

By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

28.3 Ordinary hours of work

- (a) The ordinary hours of work for shiftworkers are to be an average of 38 hours per week and must not exceed 152 hours in 28 consecutive days.
- (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed twelve months.
- (c) Not more than 10 ordinary hours are to be worked in any one day.

28.4 Hours, shift allowances, special rates, meal interval

- (a) Notwithstanding any other provisions of this award an employee may be employed upon shifts, in which case the ordinary hours for a week's work are to be 38, and must be performed in shifts not exceeding six shifts of 10 hours each. A Sunday may be included.
- (b) Times of beginning and ending the shift of an employee may in any case be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.
- (c) A shiftworker employed on an afternoon shift or a night shift must, for work done during the ordinary hours of any such shift, be paid ordinary rates plus an additional 15% for afternoon or night shift, or an additional 30% for a permanent night shift.
- (d) A shiftworker whose ordinary working period includes a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of the [NES](#)) as an ordinary working day must be paid at the rate of time and a half for such ordinary time as occurs on such Saturday, Sunday or public holiday.
- (e) Where ordinary shift hours commence between 11.00 pm and midnight on a Sunday or public holiday, the ordinary time so worked before midnight does not entitle the shiftworker to the Sunday or public holiday rate. Provided that the ordinary time worked by a shiftworker on a shift commencing before midnight on the day preceding

a Sunday or public holiday and extending into a Sunday or public holiday is regarded as ordinary time worked on such Sunday or public holiday.

- (f) Twenty minutes must be allowed to a shiftworker for a meal during each shift before the expiration of five hours. Such meal break must be counted as time worked.

28.5 Overtime

A shiftworker for all time worked:

- (a) in excess of the ordinary weekly hours fixed in this clause must be paid time and a half for the first three hours and double time thereafter; or
- (b) in excess of ordinary daily hours on an ordinary shift must be paid time and a half for the first two hours and double time thereafter.

Clauses 27.5—Time off in lieu of overtime and 27.6—Make-up time apply to shiftworkers as well as day workers.

28.6 Work on Saturday, Sunday or public holiday

A shiftworker whose ordinary working period does not include a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of the [NES](#)) as an ordinary working day must, if required to work on any such day be paid double time for work done with a minimum payment of four hours at double time if the employee is available for work during such four hours. This provision for minimum payment does not apply where the work on such day is continuous with the commencement or completion of the employee's ordinary shift.

28.7 Special rates not cumulative

The special rates prescribed are in substitution for and not in addition to the shift allowances prescribed.

Part 6—Leave and Public Holidays

29. Annual leave

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

29.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the [NES](#), a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

29.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 16-Minimum weekly 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% or the relevant weekend penalty rates, whichever is the greater but not both.

(ii) Shiftwork

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

29.4 Paid leave in advance of accrued entitlement

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

29.5 Requirement to take leave notwithstanding terms of the [NES](#)

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

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

30. Personal/carer's leave and compassionate leave

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

30.2 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.

31. Public holidays

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

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

31.3 Work on a public holiday or a substituted day must be paid at double time and a half. Where both a public holiday and substitute day are worked public holiday penalties are payable on one of those days at the election of the employee. An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.

32. Community service leave

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

Schedule A—Transitional Provisions

A.1.1 The provisions of this schedule deal with minimum obligations only.

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument;
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

- A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.
- A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;

- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Exemption clauses

A.8.1 This provision applies to an employer which, immediately prior to 1 January 2010:

- (a) was entitled,
- (b) but for the operation of an agreement-based transitional instrument would have been entitled, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been entitled

by a term in an award-based transitional instrument (the exemption clause) to not apply certain provisions of the instrument to an employee paid above a specified rate of pay.

A.8.2 Until 30 June 2010 the exemption clause will continue to apply to an employer of the kind in clause A.8.1 as if the clause were a term of this award and operated in relation to the corresponding provisions of this award rather than the provisions of the instrument.

A.9 Former Division 2B employers

A.9.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

Clerks—Private Sector Award 2010

- A.9.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.9.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loading and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.9.4** Despite clause A.9.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty in this award.
- A.9.5** Despite clause A.9.3, where a minimum wage, loading or penalty in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty in this award.
- A.9.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classifications

The classification criteria in this schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to this award. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee operates a word processor or typewriter they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

B.1 Level 1

B.1.1 Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employees' work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

B.1.2 Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- (ii) Maintenance of basic records.
- (iii) Filing, collating, photocopying, etc.
- (iv) Handling or distributing mail including messenger service.
- (v) Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.

- (vi) The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.
- (vii) Call centre customer contact trainee—customer contact functions with direct supervision.

B.2 Level 2

B.2.1 Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

B.2.2 Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
- (ii) Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.
- (iii) Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- (iv) Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
- (v) Copy typing and audio typing.
- (vi) Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.

- (vii) Computer application involving use of a software package which may include one or more of the following functions:
 - create new files and records
 - spreadsheet/worksheet
 - graphics
 - accounting/payroll file
 - following standard procedures and using existing models/fields of information.
- (viii) Arrange routine travel bookings and itineraries, make appointments.
- (ix) Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.
- (x) Call centre customer contact officer grade 1 is employed to:
 - use known routines and procedures;
 - have some accountability for quality of outcomes;
 - receive calls;
 - use common call centre technology;
 - enter and retrieve data;
 - work in a team;
 - manage own work under guidance; and
 - provide at least one specialised service (sales and advice for products and services, complaints or fault enquiries or data collection surveys).

An employee who holds a Certificate II in Telecommunications (Customer Contact) or equivalent is to be classified at this level when employed to perform the functions defined.

B.3 Level 3

B.3.1 Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

B.3.2 Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral

procedures; apply purchasing and inventory control requirements; post journals to ledger.

- (ii) Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- (iii) * Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - create new files and records
 - maintain computer based records management systems
 - identify and extract information from internal and external sources
 - use of advanced word processing/keyboard functions.
- (iv) Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- (v) Application of specialist terminology/processes in professional offices.
- (vi) Call centre customer contact office grade 2 is employed to:
 - perform a broader range of skilled operations than grade 1;
 - exercise some discretion and judgment in the selection of equipment, services or contingency measures;
 - work within known time constraints;
 - provide multiple specialised services to customers (including complex sales, service advice for a range of products or services, and difficult complaint and fault inquiries);
 - deployment of service staff using multiple technologies; and
 - exercise a limited amount of leadership over less experienced employees.

An employee who holds a Certificate III (Customer Contact) or equivalent is to be classified at this level when employed to perform the functions defined.

Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

B.4 Call centre principal customer contact specialist

Employees at this level are employed to:

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

B.5 Level 4

B.5.1 Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgment at times in the performance of their duties.

They are able to train employees in Levels 1–3 by personal instruction and demonstration.

B.5.2 Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Secretarial/Executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions.
- (ii) Able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance.
- (iii) Advising on/provide information on one or more of the following:
 - employment conditions
 - workers compensation procedures and regulations
 - superannuation entitlements, procedures and regulations
- (iv) *Applying one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:
 - creating new files and records
 - maintaining computer based management systems
 - identifying and extract information from internal and external sources; or
 - using of advanced word processing/keyboard functions.
- (v) Call centre customer contact team leader is employed to:
 - perform a broad range of skilled applications;
 - evaluate and analyse current practices;
 - develop new criteria and procedures for performing current practices;
 - provide leadership in a team leader role and provide guidance to others in the application and planning of skills; and
 - work with a high degree of autonomy and exercise authority to take decisions in relation to specific customer contact matters.

An employee who holds a Certificate IV (Customer Contact) or equivalent is to be classified at this level when employed to perform the functions defined.

Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

B.6 Level 5

B.6.1 Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but are not essential.

B.6.2 Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.
- (ii) Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.
- (iii) Provide reports for management in any or all of the following areas:
 - account/financial
 - staffing
 - legislative requirements; and
 - other company activities.
- (iv) Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.
- (v) Call centre principal customer contact leader is employed to:
 - apply a significant range of fundamental principles and complex techniques across a wide and unpredictable variety of contexts in either varied or highly specialised functions;

- co-ordinate the work of a number of teams within a call centre environment; and
- have a number of specialists/supervisors reporting to them.

An employee who holds a Diploma—Front Line Management or equivalent is to be classified at this level when employed to perform the functions defined.

B.7 Call centre technical associate

A Call centre technical associate is employed to:

- apply a significant range of fundamental principles and complex techniques across a wide and unpredictable variety of contexts in relation to either varied or highly specialised functions;
- contribute to the development of a broad plan, budget or strategy;
- work with a high degree of autonomy and be accountable and responsible for themselves and others in achieving outcomes (some supervision may be required);
- be involved in the design, installation and management of telecommunications computer equipment and system development;
- assess installation requirements;
- design systems;
- plan and perform installations; and
- install and manage data communications equipment and find faults.

Schedule C—Supported Wage System

C.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.

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

SWS Wage Assessment Agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

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

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$73 per week.

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

C.5 Assessment of capacity

C.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.

C.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.

C.6 Lodgement of SWS wage assessment agreement

C.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 Australia.

C.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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Australia within 10 working days.

C.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.

C.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.

C.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.

C.10 Trial period

- C.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.
- C.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.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$73 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.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 C.5.

Schedule D—National Training Wage

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

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

Approved Training means the training specified in the training contract

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

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

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

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

Relevant State or Territory Vocational Education and Training Legislation means the following or any successor legislation:

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

Trainee is an employee undertaking a traineeship under a training contract

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

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

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

Year 10 includes any year before Year 10

D.3 Coverage

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	264.70	291.60	347.40
Plus 1 year out of school	291.60	347.40	404.30
Plus 2 years out of school	347.40	404.30	470.50
Plus 3 years out of school	404.30	470.50	538.70
Plus 4 years out of school	470.50	538.70	
Plus 5 or more years out of school	538.70		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	264.70	291.60	338.10
Plus 1 year out of school	291.60	338.10	388.80
Plus 2 years out of school	338.10	388.80	456.00
Plus 3 years out of school	388.80	456.00	520.10
Plus 4 years out of school	456.00	520.10	
Plus 5 or more years out of school	520.10		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	264.70	291.60	338.10
Plus 1 year out of school	291.60	338.10	380.50
Plus 2 years out of school	338.10	380.50	425.00
Plus 3 years out of school	380.50	425.00	473.60
Plus 4 years out of school	425.00	473.60	
Plus 5 or more years out of school	473.60		

(d) AQF Certificate Level IV traineeships

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	559.40	581.10
Wage Level B	539.70	560.40
Wage Level C	491.20	509.80

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses 0 and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.71	9.60	11.43
Plus 1 year out of school	9.60	11.43	13.30
Plus 2 years out of school	11.43	13.30	15.48
Plus 3 years out of school	13.30	15.48	17.72
Plus 4 years out of school	15.48	17.72	
Plus 5 or more years out of school	17.72		

(b) Wage Level B

Subject to clauses 0 and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.71	9.60	11.13
Plus 1 year out of school	9.60	11.13	12.79
Plus 2 years out of school	11.13	12.79	15.00
Plus 3 years out of school	12.79	15.00	17.11
Plus 4 years out of school	15.00	17.11	
Plus 5 or more years out of school	17.11		

(c) Wage Level C

Subject to clauses 0 and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.71	9.60	11.13
Plus 1 year out of school	9.60	11.13	12.52
Plus 2 years out of school	11.13	12.52	13.98
Plus 3 years out of school	12.52	13.98	15.58
Plus 4 years out of school	13.98	15.58	
Plus 5 or more years out of school	15.58		

(d) School-based traineeships

Subject to clauses 0 and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

	Year of schooling	
	Year 11 or lower	Year 12
	per hour	per hour
	\$	\$
	8.71	9.60

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses 0 and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses 0 and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	18.41	19.12
Wage Level B	17.75	18.44
Wage Level C	16.16	16.77

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–0 of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–0 of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–0 of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

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

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- D.6.4** Subject to clause D.5.3 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix D1: Allocation of Traineeships to Wage Levels

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

D1.1 Wage Level A

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

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

D1.2 Wage Level B

Training package

AQF certificate level

Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III

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Training package	AQF certificate level
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II