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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b> This award is the <i>Electrical, Electronic and Communications Contracting Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> 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.</p> <p><b>2.3</b> 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:</p> <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> 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</p>	<p><b>Part 1—Application and Operation of this Award</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This award is the <i>Electrical, Electronic and Communications Contracting Award 2016</i>.</p> <p><b>1.2</b> This modern award, as varied, commenced operation on 1 January 2010.</p> <p><b>1.3</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>

<p>employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(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</li> <li>(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.</li> </ul>	
<p><b>3. Definitions and interpretation</b></p> <p>In this award, unless the contrary intention appears, the definitions in this clause will apply.</p> <p><b>3.1 Skill streams</b></p> <p>The award provides a career path in the following five broad skill streams within the electrical, electronic and communication contracting industries:</p> <ul style="list-style-type: none"> <li>(a) <b>Stream one—electrical</b> <ul style="list-style-type: none"> <li>(i) Includes all electrical work normally associated with the work of an electrical mechanic, electrical fitter, electrician—special class and electronics tradesperson as defined in Schedule B—Classification Definitions</li> <li>(ii) Includes electronic work to the extent that electrician—special class and electronics tradesperson undertake electronic work</li> </ul> </li> </ul>	<p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears, the definitions in this clause will apply.</p> <p><b>2.1 Skill streams</b></p> <p>The award provides a career path in the following five broad skill streams within the electrical, electronic and communication contracting industries:</p> <ul style="list-style-type: none"> <li>(a) <b>Stream one—electrical</b> <ul style="list-style-type: none"> <li>(i) Includes all electrical work normally associated with the work of an electrical mechanic, electrical fitter, electrician—special class and electronics tradesperson as defined in Schedule A—Classification Definitions</li> <li>(ii) Includes electronic work to the extent that electrician—special class and electronics tradesperson undertake electronic work</li> </ul> </li> </ul>

<p><b>(b) Stream two—electronics/communications</b></p> <p><b>(i)</b> Covers all types of electronic/communications work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• computers, peripherals and other electronic equipment;</li> <li>• fire alarms, security alarm systems and surveillance systems (the definition of fire alarm industry and security alarm systems is found in clause 3.2);</li> <li>• communications equipment and radio/television/public address; and</li> <li>• other areas of work listed in clause 4.8.</li> </ul> <p><b>(ii)</b> Communications includes but is not limited to telecommunications</p> <p><b>(iii)</b> Includes the work described in Schedule B—Classification Definitions, of this award within the definitions of:</p> <ul style="list-style-type: none"> <li>• electronic equipment tester/installer;</li> <li>• television antenna installer/erector;</li> <li>• alarm/security technician;</li> <li>• electronic serviceman;</li> <li>• television/radio/electronic serviceperson; and</li> <li>• alarm/security tester.</li> </ul> <p><b>(c) Stream three—instrumentation</b></p> <p>Includes instrument and instrumentation work normally associated with the work of instrument tradespeople, electrical/instrument tradespeople, instrument trades—complex systems and instrumentation and controls tradespeople</p>	<p><b>(b) Stream two—electronics/communications</b></p> <p><b>(i)</b> Covers all types of electronic/communications work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• computers, peripherals and other electronic equipment;</li> <li>• fire alarms, security alarm systems and surveillance systems (the definition of fire alarm industry and security alarm systems is found in clause 2.2);</li> <li>• communications equipment and radio/television/public address; and</li> <li>• other areas of work listed in clause 4.3.</li> </ul> <p><b>(ii)</b> Communications includes but is not limited to telecommunications</p> <p><b>(iii)</b> Includes the work described in Schedule A—Classification Definitions, of this award within the definitions of:</p> <ul style="list-style-type: none"> <li>• electronic equipment tester/installer;</li> <li>• television antenna installer/erector;</li> <li>• alarm/security technician;</li> <li>• electronic serviceman;</li> <li>• television/radio/electronic serviceperson; and</li> <li>• alarm/security tester.</li> </ul> <p><b>(c) Stream three—instrumentation</b></p> <p>Includes instrument and instrumentation work normally associated with the work of instrument tradespeople, electrical/instrument tradespeople, instrument trades—complex systems and instrumentation and controls tradespeople</p>
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<p>(d) <b>Stream four—refrigeration/air-conditioning</b></p> <p>Includes work in or in connection with refrigeration and air-conditioning, plant, equipment or systems</p> <p>(e) <b>Stream five—lines/cable work (power distribution)</b></p> <p>Includes all the work normally associated with the work of lines tradespeople and/or cable jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical/electronic distribution lines and systems</p>	<p>(d) <b>Stream four—refrigeration/air-conditioning</b></p> <p>Includes work in or in connection with refrigeration and air-conditioning, plant, equipment or systems</p> <p>(e) <b>Stream five—lines/cable work (power distribution)</b></p> <p>Includes all the work normally associated with the work of lines tradespeople and/or cable jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical/electronic distribution lines and systems</p>
<p><b>3.2 Other definitions</b></p> <p>In this award, unless the contrary intention appears the definitions in this clause will apply:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 12 of this Award</p> <p><b>afternoon shift</b> means any shift finishing after 6.00 pm and at or before midnight</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>apprentice</b> means a person who has entered into a training contract for an apprenticeship in accordance with clause 12 of this Award</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>communications</b> includes but is not limited to telecommunications</p> <p><b>continuous shiftworker</b> means an employee regularly engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts</p>	<p><b>2.2 Other definitions</b></p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 12 of this Award</p> <p><b>afternoon shift</b> means any shift finishing after 6.00 pm and at or before midnight</p> <p><b>all purposes</b> means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings including payments for overtime, payments while they are on all forms of paid leave, public holidays and pro rata payments on termination</p> <p><b>apprentice</b> means a person who has entered into a training contract for an apprenticeship in accordance with clause 12 of this Award</p> <p><b>communications</b> includes but is not limited to telecommunications</p> <p><b>continuous shiftworker</b> means an employee regularly engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts</p> <p><b>contractor</b> means any entity who or which contracts to provide electrical services as defined in clause 4.3</p> <p><b>crib time</b> as used in clauses 13.10, 13.11 and 19—Overtime of this award</p>

**contractor** means any entity who or which contracts to provide electrical services as defined in clause 4.8

**crib time** as used in clauses 24.10, 24.11 and 26—Overtime of this award will take the place of any meal break during overtime or shiftwork and will be taken without loss of pay at the appropriate rate

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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

**distant work** is that in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work

**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)

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

**fire alarm systems** means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment

**leading hand** means any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which three or more employees, in addition to the electrical worker, are engaged

will take the place of any meal break during overtime or shiftwork and will be taken without loss of pay at the appropriate rate

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

**distant work** is that in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

**fire alarm systems** means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment

**leading hand** means any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which three or more employees, in addition to the electrical worker, are engaged

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

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

**night shift** means any shift finishing after midnight and at or before 8.00 am

**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

**ordinary hourly rate** means the hourly rate for an employee's classification specified in clause 16.2, plus the industry allowance. Where an employee is entitled to additional all-purpose allowances, these allowances form part of that employee's ordinary hourly rate

**minimum weekly rate** means the minimum weekly rate of pay set out in clause 16—Classifications and minimum wages

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

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

**night shift** means any shift finishing after midnight and at or before 8.00 am

**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

**rostered shift** means any shift of which the employee has had at least 48 hours notice

**security alarm systems** means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic, or acoustic equipment or device, or any combination thereof which includes any intruder alarm system incorporating closed circuit television, video or photographic systems, electronic, electromechanical access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose

**service** has the same meaning as s.22 of the Act, provided that service will be deemed to be continuous notwithstanding any interruption or termination of the employment by the employer if such interruption or termination has occurred merely with the intention of avoiding obligations under this award or the NES

**standard rate** means the minimum wage for an Electrical worker grade 5 in clause 16—Classifications and minimum wages

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

**work cycle** means a roster cycle made up of working and non-working days

**rostered day off** means the weekday, not being a holiday, that an employee has off duty when working in accordance with an average hours system

**rostered shift** means any shift of which the employee has had at least 48 hours' notice

**security alarm systems** means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic, or acoustic equipment or device, or any combination thereof which includes any intruder alarm system incorporating closed circuit television, video or photographic systems, electronic, electromechanical access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose

**service** has the same meaning as s.22 of the Act, provided that service will be deemed to be continuous notwithstanding any interruption or termination of the employment by the employer if such interruption or termination has occurred merely with the intention of avoiding obligations under this award or the NES

**standard rate** means the minimum hourly rate for an Electrical worker grade 5 in clause 16.2

**work cycle** means a roster cycle made up of working and non-working days

*Definitions relating to transitional instruments removed - obsolete*



<p><b>3.3</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to clause 2.2</i></p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the industry of electrical services provided by electrical, electronics and communications contractors and their employees in the classifications within Schedule B—Classification Definitions to the exclusion of any other modern award.</p> <p><b>4.2</b> Without limiting the generality of that exclusion, the award does not cover:</p> <p>(a) employers who are manufacturers or vendors of plant or equipment in high or low tension power stations; and/or substations for the generation and/or transmission of electric power in respect of the manufacturing section of the business or their employees engaged in that section; or</p> <p>(b) employers operating a business, the primary purpose of which is the manufacture and/or vending of plant and equipment in respect of those parts or divisions of the business which predominantly engage in the manufacture and/or vending of plant and equipment or the installation, assembly, refurbishment and maintenance of that plant and equipment or their employees engaged in that part or division.</p> <p><b>4.3</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.4</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees.</p> <p><b>4.5</b> 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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees.</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the industry of electrical services provided by electrical, electronics and communications contractors and their employees in the classifications within Schedule A—Classification Definitions to the exclusion of any other modern award.</p> <p><b>4.2</b> Without limiting the generality of that exclusion, the award does not cover:</p> <p>(a) employers who are manufacturers or vendors of plant or equipment in high or low tension power stations; and/or substations for the generation and/or transmission of electric power in respect of the manufacturing section of the business or their employees engaged in that section; or</p> <p>(b) employers operating a business, the primary purpose of which is the manufacture and/or vending of plant and equipment in respect of those parts or divisions of the business which predominantly engage in the manufacture and/or vending of plant and equipment or the installation, assembly, refurbishment and maintenance of that plant and equipment or their employees engaged in that part or division.</p> <p><b>4.3</b> For the purposes of clause 4.1, <b>electrical services</b> includes:</p> <p>(a) the maintenance of electric power distribution lines and all associated work; and/or</p> <p>(b) the installation of electric light and power, all classes of assembly, wiring, repair and maintenance of electrical installations and appliances including, without in any way limiting the generality of the foregoing, the assembling, installing, diagnosing, servicing and rectifying of faults in any of the following:</p> <ul style="list-style-type: none"> <li>• electronic products (e.g. television receivers, video cassette recorders, audio equipment/systems, home computers, etc) and any combination of these products together with ancillary devices and/or equipment;</li> </ul>

<p><b>4.6</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.7</b> This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.8</b> For the purposes of clause 4.1, <b>electrical services</b> includes:</p> <p>(a) the maintenance of electric power distribution lines and all associated work; and/or</p> <p>(b) the installation of electric light and power, all classes of assembly, wiring, repair and maintenance of electrical installations and appliances including, without in any way limiting the generality of the foregoing, the assembling, installing, diagnosing, servicing and rectifying of faults in any of the following:</p> <ul style="list-style-type: none"> <li>• electronic products (e.g. television receivers, video cassette recorders, audio equipment/systems, home computers, etc) and any combination of these products together with ancillary devices and/or equipment;</li> <li>• television and radio transmitting devices including: LF (low frequency); HF (high frequency); VHF (very high frequency); UHF (ultra high frequency); and CB radios;</li> <li>• telemetry systems and ancillary equipment;</li> <li>• multiple access television distribution systems;</li> <li>• computers and their peripherals;</li> <li>• microwave and associated equipment;</li> </ul>	<ul style="list-style-type: none"> <li>• television and radio transmitting devices including: LF (low frequency); HF (high frequency); VHF (very high frequency); UHF (ultra high frequency); and CB radios;</li> <li>• telemetry systems and ancillary equipment;</li> <li>• multiple access television distribution systems;</li> <li>• computers and their peripherals;</li> <li>• microwave and associated equipment;</li> <li>• electrically operated refrigeration and air conditioning plant and/or equipment;</li> <li>• telephone communication devices;</li> <li>• fibre optic transmission lines and associated equipment;</li> <li>• public address systems;</li> <li>• domestic satellite television receivers;</li> <li>• maritime electronic equipment (including depth sounders, radar, etc);</li> <li>• security alarm systems;</li> <li>• fire alarm systems;</li> <li>• superconductivity systems and associated equipment;</li> <li>• electromagnetic devices;</li> <li>• instrumentation; and</li> <li>• all work incidental to the above.</li> </ul> <p><b>4.4</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p>
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<ul style="list-style-type: none"> <li>• electrically operated refrigeration and air conditioning plant and/or equipment;</li> <li>• telephone communication devices;</li> <li>• fibre optic transmission lines and associated equipment;</li> <li>• public address systems;</li> <li>• domestic satellite television receivers;</li> <li>• maritime electronic equipment (including depth sounders, radar, etc);</li> <li>• security alarm systems;</li> <li>• fire alarm systems;</li> <li>• superconductivity systems and associated equipment;</li> <li>• electromagnetic devices;</li> <li>• instrumentation; and</li> <li>• all work incidental to the above.</li> </ul> <p><b>4.9</b> 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.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>	<p><b>4.5</b> This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.6</b> This award does not cover:</p> <ul style="list-style-type: none"> <li>(a) an employee excluded from award coverage by the Act;</li> <li>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</li> <li>(c) 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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</li> </ul> <p><b>4.7</b> 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.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>
<p><b>5. Access to the award and the National Employment Standards</b></p> <p>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.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>

<p><b>6. The National Employment Standards and this award</b> The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3.3</b> The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>															
<p><i>Clause inserted – proposed new provision</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b> A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>															
<p><b>7. Award flexibility</b> <i>Provision not reproduced - standard clause - no change</i></p>	<p><b>6. Award flexibility for individual arrangements</b> <i>Provision not reproduced - standard clause - no change</i></p>															
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1</b> A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p><b>7.2</b> Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1223 882 2112 1458"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>13.3</td> <td>Spread of hours—day workers</td> <td>An individual or the majority of employees</td> </tr> <tr> <td>13.5</td> <td>12 hour shifts</td> <td>The majority of employees</td> </tr> <tr> <td>13.10(c)(i)</td> <td>Ordinary hours of work—continuous shiftwork</td> <td>An individual or the majority of employees</td> </tr> <tr> <td>13.11(c)(i)</td> <td>Ordinary hours of work—other than continuous shiftwork</td> <td>An individual or the majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	13.3	Spread of hours—day workers	An individual or the majority of employees	13.5	12 hour shifts	The majority of employees	13.10(c)(i)	Ordinary hours of work—continuous shiftwork	An individual or the majority of employees	13.11(c)(i)	Ordinary hours of work—other than continuous shiftwork	An individual or the majority of employees
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13.11(c)(i)	Ordinary hours of work—other than continuous shiftwork	An individual or the majority of employees														

		14.3(b)	Rest breaks during overtime	An individual
		16.6(a)(ii)	Payment of wages	The majority of employees
		23.2	Substitution of public holidays	An individual or the majority of employees
<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><i>Provision not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>25. Consultation about major workplace change</b></p> <p><b>26. Consultation about changes to rosters or hours of work</b></p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>			
<p><b>9. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>27. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>			
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>10. Types of employment</b></p> <p>An employee may be engaged on a full-time, part-time or casual basis.</p>	<p><b>Part 2—Types of Employment</b></p> <p><b>8. Types of employment</b></p> <p>An employee may be engaged on a full-time, part-time or casual basis.</p>			
<p><b>10.1 Full-time employment</b></p> <p>A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.</p>	<p><b>9. Full-time employment</b></p> <p>A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.</p>			
<p><b>10.2 Part-time employment</b></p> <p>(a) A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 38 hours per week.</p> <p>(b) An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this award and/or the NES on a</p>	<p><b>10. Part-time employment</b></p> <p><b>10.1</b> A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 38 hours per week.</p> <p><b>10.2</b> An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this award and/or the NES on a proportionate basis.</p> <p><b>10.3</b> For each ordinary hour worked, a part-time employee will be paid no less</p>			

<p>proportionate basis.</p> <p>(c) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the all-purpose weekly wage rate for the relevant classification plus any applicable allowances.</p> <p>(d) An employer must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.</p> <p>(e) <b>Part-time employment—public holidays</b></p> <p>(i) Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.</p> <p>(ii) Where the employee works on the holiday, such employee must be paid in accordance with clause 24.14(b).</p> <p>(f) <b>Part-time employment—overtime</b></p> <p>A part-time employee will not be required to work outside of the hours advised in accordance with clause 10.2(d) unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime provisions of clause 26—Overtime, will apply.</p>	<p>than the ordinary hourly rate for the relevant classification plus any applicable allowances.</p> <p><b>10.4</b> An employer must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.</p> <p><b>10.5 Part-time employment—public holidays</b></p> <p>(a) Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.</p> <p>(b) Where the employee works on the holiday, such employee must be paid in accordance with clause 13.15(b)(ii).</p> <p><b>10.6 Part-time employment—overtime</b></p> <p>A part-time employee will not be required to work outside of the hours advised in accordance with clause 10.4 unless there are urgent and/or unforeseen circumstances. In such a case, the overtime provisions of clause 19—Overtime, will apply.</p>
<p><b>10.3 Casual employment</b></p> <p>(a) A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.</p> <p>(b) For each hour worked, a casual employee will be paid no less than 1/38th of the all-purpose weekly wage rate of pay for their classification in clause 16—Classifications and minimum wages, plus a casual loading of 25%.</p> <p>(c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.</p> <p>(d) The overtime provisions of clause 26—Overtime and clause 24.13 apply to casual employees.</p>	<p><b>11. Casual employment</b></p> <p><b>11.1</b> A casual employee is one engaged and paid as a casual employee. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.</p> <p><b>11.2</b> For each hour worked, a casual employee will be paid no less than the ordinary hourly rate of pay for their classification in clause 16—Classifications and minimum wages, plus a casual loading of <b>25%</b>.</p> <p><b>11.3</b> The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.</p> <p><b>11.4</b> The provisions of clause 19—Overtime and clause 13.13 apply to casual employees.</p>

<p><b>(e) Casual conversion to full-time or part-time employment</b></p> <p><b>(i)</b> A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.</p> <p><b>(ii)</b> For the purposes of clause 10.3(e)(i), an <b>irregular casual employee</b> is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p> <p><b>(iii)</b> Every employer of such an employee must give the employee notice in writing of the provisions of clause (e) within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause (e) if the employer fails to comply with the clause.</p> <p><b>(iv)</b> Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.</p> <p><b>(v)</b> Any casual employee who has a right to elect under clause 10.3(e)(i), on receiving notice under clause 10.3(e)(iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably refuse.</p>	<p><b>11.5 Casual conversion to full-time or part-time employment</b></p> <p><b>(a)</b> A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.</p> <p><b>(b)</b> For the purposes of clause 11.5(a), an <b>irregular casual employee</b> is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p> <p><b>(c)</b> Every employer of such an employee must give the employee notice in writing of the provisions of clause 11.5 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 11.5 if the employer fails to comply with the clause.</p> <p><b>(d)</b> Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.</p> <p><b>(e)</b> Any casual employee who has a right to elect under clause 11.5(a), on receiving notice under clause 11.5(c) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably refuse.</p>
<p><b>11. School-based apprentices</b></p> <p>See Schedule E</p>	<p><b>16.5 School-based apprenticeship</b></p> <p>For school-based apprentices, see Schedule D—School-based Apprentices.</p>

<p><b>12. Apprentices</b></p> <p><b>12.1 State or Territory legislation to apply to apprentices</b></p> <p>(a) The terms of this award will apply to apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in clause 12.2(c) where declared or recognised by an apprenticeship authority which is established under State or Territory legislation.</p> <p>(b) Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade or occupation provided for in this clause.</p> <p><b>12.2 Operation of State laws</b></p> <p>(a) In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.</p> <p>(b) Where it is consistent with State legislation, an apprentice may be engaged under a training agreement approved by a relevant State/Territory apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the EE-0Z Industry Skills Council (ElectroComms and EnergyUtilities Industry Skills Council) and endorsed by the National Skills Standards Council.</p> <p>(c) Subject to clause 12.1(a), a trainee apprentice or indentured apprentice will be employed in any of the following trades:</p> <ul style="list-style-type: none"> <li>• electrical;</li> <li>• instrumentation;</li> <li>• electronic/communications;</li> <li>• refrigeration air-conditioning; or</li> <li>• power lines work and cable jointing.</li> </ul>	<p><b>12. Apprentices</b></p> <p><b>12.1 State or Territory legislation to apply to apprentices</b></p> <p>(a) The terms of this award will apply to apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in clause 12.2(c) where declared or recognised by an apprenticeship authority which is established under State or Territory legislation.</p> <p>(b) Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade or occupation provided for in this clause.</p> <p><b>12.2 Operation of State laws</b></p> <p>(a) In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.</p> <p>(b) Where it is consistent with State legislation, an apprentice may be engaged under a training agreement approved by a relevant State/Territory apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the EE-0Z Industry Skills Council (ElectroComms and EnergyUtilities Industry Skills Council) and endorsed by the National Skills Standards Council.</p> <p>(c) Subject to clause 12.1(a), a trainee apprentice or indentured apprentice will be employed in any of the following trades:</p> <ul style="list-style-type: none"> <li>• electrical;</li> <li>• instrumentation;</li> <li>• electronic/communications;</li> <li>• refrigeration air-conditioning; or</li> <li>• power lines work and cable jointing.</li> </ul>
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<p><b>12.3</b> In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation. The employer must provide training and/or provide access to training consistent with the contract or training agreement without loss of pay.</p> <p><b>12.4</b> Time spent by an apprentice, in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.</p>	<p><b>12.3</b> In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation. The employer must provide training and/or provide access to training consistent with the contract or training agreement without loss of pay.</p> <p><b>12.4</b> Time spent by an apprentice, in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule D—School-based Apprentices.</p>
<p><b>12.5 Excess travel costs for block release training</b></p> <p>(a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(b) For the purposes of this clause excess reasonable travel costs include the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the travel and expenses allowance payable under clause 17.5. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>(c) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p>	<p><b>12.5 Excess travel costs for block release training</b></p> <p>(a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. This clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(b) For the purposes of this clause excess reasonable travel costs include the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the travel and expenses allowance payable under clause 17.5. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>(c) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p>

<p><b>12.6</b> An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the relevant apprenticeship authority.</p> <p><b>12.7</b> The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with the State legislation but must not exceed three months.</p> <p><b>12.8 Training costs</b></p> <p>(a) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:</p> <p>(i) all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and</p> <p>(ii) any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract;</p> <p>(b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 12.8(a).</p>	<p><b>12.6</b> An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the relevant apprenticeship authority.</p> <p><b>12.7</b> The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with the State legislation but must not exceed three months.</p> <p><b>12.8 Training costs</b></p> <p>(a) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:</p> <p>(i) all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and</p> <p>(ii) any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract;</p> <p>(b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 12.8(a).</p>
<p><b>12.9</b> Except as provided in this clause or where otherwise stated all conditions of employment specified in the award will apply to apprentices. The ordinary hours of employment of apprentices must not in each enterprise exceed those of the relevant tradesperson.</p> <p><b>12.10</b> Subject to clause 12.15 the period of apprenticeship will be four years.</p>	<p><b>12.9</b> Except as provided in this clause or where otherwise stated all conditions of employment specified in the award will apply to apprentices. The ordinary hours of employment of apprentices must not in each enterprise exceed those of the relevant tradesperson.</p> <p><b>12.10</b> Subject to clause 12.15 the period of apprenticeship will be four years. The</p>

<p>The period may be varied with approval of the apprenticeship authority provided that any credits granted will be counted as part of the apprenticeship for the purpose of wage progression under clause 16.2.</p> <p><b>12.11</b> No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.</p> <p><b>12.12</b> No apprentice will work under a system of payment by results.</p>	<p>period may be varied with approval of the apprenticeship authority provided that any credits granted will be counted as part of the apprenticeship for the purpose of wage progression under clause 16.2.</p> <p><b>12.11</b> No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.</p> <p><b>12.12</b> No apprentice will work under a system of payment by results.</p>
<p><b>12.13 Apprentices attending technical college on a rostered day off</b></p> <p>An apprentice working in an establishment under a particular work cycle in accordance with clause 24.4 who attends technical college on a rostered day off, must be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.</p> <p><b>12.14 Employment of minors</b></p> <p>(a) An employer must not employ minors in any trade covered by the classifications of this award where the relevant State apprenticeship authority has prescribed such classifications as an apprenticeship trade.</p> <p>(b) A minor may be taken on as a probationary apprentice for three months and, if apprenticed, such three months will count as part of their period of apprenticeship.</p> <p><b>12.15 Effect on period of apprenticeship of lost time</b></p> <p>If during the period of apprenticeship an apprentice has served less than the ordinary working days prescribed by this award or has been unlawfully absent from work, for every day short or absent the apprentice will serve an additional day in the apprenticeship period.</p> <p>Provided that in calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of the apprentice's ordinary hours.</p>	<p><b>12.13 Apprentices attending technical college on a rostered day off</b></p> <p>An apprentice working in an establishment under a particular work cycle in accordance with clause 13.4 who attends technical college on a rostered day off, must be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.</p> <p><b>12.14 Employment of juniors</b></p> <p>(a) An employer must not employ a person under 21 years of age in any trade covered by the classifications of this award where the relevant State apprenticeship authority has prescribed such classifications as an apprenticeship trade.</p> <p>(b) A junior may be taken on as a probationary apprentice for three months and, if apprenticed, such three months will count as part of their period of apprenticeship.</p> <p><b>12.15 Effect on period of apprenticeship of lost time</b></p> <p>If during the period of apprenticeship an apprentice has served less than the ordinary working days prescribed by this award or has been unlawfully absent from work, for every day short or absent the apprentice will serve an additional day in the apprenticeship period.</p> <p>Provided that in calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of the apprentice's ordinary hours.</p>

<p><b>13. Adult apprentices (Queensland only)</b></p> <p><b>13.1 Definition</b></p> <p>For the purpose of this award, an <b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into an indenture to a trade within the scope of this award.</p> <p><b>13.2 Application of general conditions of apprenticeship</b></p> <p>The provisions of this award apply to adult apprentices unless specifically provided otherwise by clause 13—Adult apprentices.</p> <p><b>13.3 Training credits</b></p> <p>Subject to the provisions of this clause, the training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State training authority through its approved agencies based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice.</p> <p><b>13.4 Employment as an adult apprentice</b></p> <p>(a) Where possible, employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.</p> <p>(b) Adult apprentices will not be employed at the expense of other apprentices.</p> <p><b>13.5</b> Clause 13 ceases to operate on 31 December 2014.</p>	<p><i>Transitional provision – clause removed - obsolete</i></p>
<p><b>14. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p> <p>...</p> <p><b>14.3 Job search entitlement</b></p> <p><i>Clauses 14.3 and 15.5 moved to clause 32</i></p>	<p><b>Part 8—Termination of Employment and Redundancy</b></p> <p><b>28. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p> <p><i>Clause 14.3 and 15.5 moved to clause 32</i></p>

<p><b>15. Redundancy</b> <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p><b>15.3 Transfer to lower paid duties</b></p> <p><b>15.4 Employee leaving during notice period</b></p> <p><b>15.5 Job search entitlement</b></p>	<p><b>29. Redundancy</b> <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p><b>30 Transfer to lower paid job on redundancy</b></p> <p><b>31. Employee leaving during redundancy notice period</b></p> <p><b>32. Job search entitlement</b></p>																																																
<p><b>15.8 Transitional provisions – NAPSA employees</b></p> <p><b>15.9 Transitional provisions – Division 2B State employees</b></p>	<p><i>Transitional provisions – clauses removed - obsolete</i></p>																																																
<p><b>Part 4—Classifications and Minimum Wage Rates</b></p> <p><b>16. Classifications and minimum wages</b></p> <p><b>16.1</b> The definitions of the classification levels in this clause are contained in Schedule B—Classification Definitions.</p> <p><b>16.2</b> The classifications and minimum wages for an employee, other than an apprentice, are set out in the following table:</p> <table border="1" data-bbox="201 877 1075 1452"> <thead> <tr> <th>Classification level</th> <th>Minimum weekly wage rate</th> <th>Minimum hourly wage rate</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Electrical worker grade 1</td> <td>666.40</td> <td>17.54</td> </tr> <tr> <td>Electrical worker grade 2</td> <td>690.10</td> <td>18.16</td> </tr> <tr> <td>Electrical worker grade 3</td> <td>714.40</td> <td>18.80</td> </tr> <tr> <td>Electrical worker grade 4</td> <td>738.40</td> <td>19.43</td> </tr> <tr> <td>Electrical worker grade 5</td> <td>764.90</td> <td>20.13</td> </tr> <tr> <td>Electrical worker grade 6</td> <td>788.80</td> <td>20.76</td> </tr> </tbody> </table>	Classification level	Minimum weekly wage rate	Minimum hourly wage rate		\$	\$	Electrical worker grade 1	666.40	17.54	Electrical worker grade 2	690.10	18.16	Electrical worker grade 3	714.40	18.80	Electrical worker grade 4	738.40	19.43	Electrical worker grade 5	764.90	20.13	Electrical worker grade 6	788.80	20.76	<p><b>Part 4—Wages and Allowances</b></p> <p><b>16. Minimum wages and classifications</b></p> <p><b>16.1</b> The definitions of the classification levels in this clause are contained in Schedule A—Classification Definitions.</p> <p><b>16.2</b> The classifications and minimum wages for an employee, other than an apprentice, are set out in the following table:</p> <table border="1" data-bbox="1209 877 2105 1452"> <thead> <tr> <th>Classification level</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Electrical worker grade 1</td> <td>666.40</td> <td>17.54</td> </tr> <tr> <td>Electrical worker grade 2</td> <td>690.10</td> <td>18.16</td> </tr> <tr> <td>Electrical worker grade 3</td> <td>714.40</td> <td>18.80</td> </tr> <tr> <td>Electrical worker grade 4</td> <td>738.40</td> <td>19.43</td> </tr> <tr> <td>Electrical worker grade 5</td> <td>764.90</td> <td>20.13</td> </tr> <tr> <td>Electrical worker grade 6</td> <td>788.80</td> <td>20.76</td> </tr> </tbody> </table>	Classification level	Minimum weekly rate	Minimum hourly rate		\$	\$	Electrical worker grade 1	666.40	17.54	Electrical worker grade 2	690.10	18.16	Electrical worker grade 3	714.40	18.80	Electrical worker grade 4	738.40	19.43	Electrical worker grade 5	764.90	20.13	Electrical worker grade 6	788.80	20.76
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<p><b>16.3 Addition of other all-purpose allowances</b></p> <p>(a) The all-purpose rate to be paid to an employee, other than an apprentice, will be the sum of the minimum wage rate in the table in clause 16.2, the industry allowance in clause 17.2(a), and, where applicable, the tool allowance in clause 17.2(b), the electrician's licence allowance in clause 17.2(c), the leading hand allowance in clause 17.2(d), the nominee allowance in clause 17.2(e), the electrical distribution line maintenance and tree clearing allowance in clause 17.2(f) and the rate for ordering materials in clause 17.2(g).</p> <p>(b) The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.</p> <p>(c) The all-purpose hourly wage rate means the all-purpose weekly wage rate divided by 38.</p>	<p><b>16.3 Addition of other all-purpose allowances</b></p> <p>(a) The all-purpose rate to be paid to an employee, other than an apprentice, will be the sum of the minimum wage rate in the table in clause 16.2, the industry allowance in clause 17.2, and, where applicable, the tool allowance in clause 17.2(g), the electrician's licence allowance in clause 17.2(b), the leading hand allowance in clause 17.2(c), the nominee allowance in clause 17.2(d), the electrical distribution line maintenance and tree clearing allowance in clause 17.2(e) and the rate for ordering materials in clause 17.2(f).</p> <p>(b) The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.</p>																								
<p><b>16.4 Apprentice minimum wages</b></p> <p>(a) <b>Junior apprentice minimum wages</b></p> <p>(i) Apprentices, other than adult apprentices, commencing their apprenticeship prior to 1 January 2014 will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:</p>	<p><b>16.4 Apprentice minimum wages</b></p> <p>(a) <b>Junior apprentice minimum wages</b></p> <p>(i) Apprentices, other than adult apprentices, commencing their apprenticeship before 1 January 2014 will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:</p>																								

<b>Year of apprenticeship</b>	<b>%</b>	<b>Year of apprenticeship</b>	<b>%</b>
1st year	40	1st year	40
2nd year	52	2nd year	52
3rd year	70	3rd year	70
4th year	82	4th year	82

  

<b>(ii)</b> Apprentices, other than adult apprentices, commencing their apprenticeship on or after 1 January 2014 will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following tables:	<b>(ii)</b> Apprentices, other than adult apprentices, commencing their apprenticeship on or after 1 January 2014 will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following tables:																														
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<p>(iv) The all-purpose rate to be paid to an apprentice will be the sum of the minimum wage rate arising from clause 16.4(a), the full amount of the tool allowance in clause 17.2(b) and the percentages shown in clause 16.4(a) of the electrician’s licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a). The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.</p> <p>(v) The all-purpose hourly wage rate means the all-purpose weekly wage rate divided by 38.</p>	<p>the rate specified, subject to clause 17.1(b).</p> <p>(iv) The weekly all-purpose rate to be paid to an apprentice will be the sum of the minimum wage rate arising from clause 16.4(a), the full amount of the tool allowance in clause 17.2(g) and the percentages shown in clause 16.4(a) of the electrician’s licence allowance in clause 17.2(b) and the industry allowance in clause 17.2. The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.</p>														
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<p><b>(vi)</b> In addition to the minimum wage payments arising from clause 16.4(b)(v), adult apprentices commencing their apprenticeship on or after 1 January 2014 will be paid the full amount of the tool allowance in clause 17.2(b) and the fares allowances in clause 17.5(d), and the following percentages of the travel time allowance in clause 17.5(c), the electrician's licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a): namely, 80% in the first year and 87% for each subsequent year. Any other special allowances in clauses 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).</p> <p><b>(vii)</b> The all-purpose rate to be paid to an adult apprentice commencing their apprenticeship on or after 1 January 2014 will be the sum of the minimum wage rate arising from clause 16.4(b)(v), the full amount of the tool allowance in clause 17.2(b) and the percentages set out in clause 16.4(b)(vi) of the electrician's licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a). The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.</p> <p><b>(viii)</b> The all-purpose hourly wage rate means the all-purpose weekly wage rate divided by 38.</p>	<p><b>(vi)</b> In addition to the minimum wage payments arising from clause 16.4(b)(v), adult apprentices commencing their apprenticeship on or after 1 January 2014 will be paid the full amount of the tool allowance in clause 17.2(g) and the fares allowances in clause 17.5(d), and the following percentages of the travel time allowance in clause 17.5(c), the electrician's licence allowance in clause 17.2(b) and the industry allowance in clause 17.2: namely, 80% in the first year and 87% for each subsequent year. Any other special allowances in clauses 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).</p> <p><b>(vii)</b> The weekly all-purpose rate to be paid to an adult apprentice commencing their apprenticeship on or after 1 January 2014 will be the sum of the minimum wage rate arising from clause 16.4(b)(v), the full amount of the tool allowance in clause 17.2(g) and the percentages set out in clause 16.4(b)(vi) of the electrician's licence allowance in clause 17.2(b) and the industry allowance in clause 17.2. The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.</p>						

<p><b>(c) Adult apprentices minimum wages (Queensland only)</b></p> <p><b>(i)</b> Adult apprentices will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:</p> <table border="0" data-bbox="358 303 1075 622"> <thead> <tr> <th style="text-align: left;"><b>Year of apprenticeship</b></th> <th style="text-align: left;"><b>%</b></th> </tr> </thead> <tbody> <tr> <td>1st year</td> <td>75</td> </tr> <tr> <td>2nd year</td> <td>80</td> </tr> <tr> <td>3rd year</td> <td>84</td> </tr> <tr> <td>4th year</td> <td>90</td> </tr> </tbody> </table> <p><b>(ii)</b> In addition to the minimum wage payments arising from clause 16.4(c)(i), adult apprentices will be paid the full amount of the tool allowance in clause 17.2(b), and the fares allowances in clause 17.5(d), and the percentages shown in clause 16.4(c)(i) of the electrician's licence allowance in clause 17.2(c), the travel time allowance in clause 17.5(c) and the industry allowance in clause 17.2(a). Any other special allowances in clauses 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).</p>	<b>Year of apprenticeship</b>	<b>%</b>	1st year	75	2nd year	80	3rd year	84	4th year	90	<p><i>Transitional provision – clause removed - obsolete</i></p>
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3rd year	84										
4th year	90										
<p><b>(d) Trainee apprentices minimum wages (New South Wales only)</b></p> <p><b>(i)</b> A trainee apprentice in New South Wales will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:</p> <table border="0" data-bbox="358 1292 1075 1468"> <thead> <tr> <th style="text-align: left;"><b>Year of apprenticeship</b></th> <th style="text-align: left;"><b>%</b></th> </tr> </thead> <tbody> <tr> <td>1st year</td> <td>46</td> </tr> <tr> <td>2nd year</td> <td>59</td> </tr> </tbody> </table>	<b>Year of apprenticeship</b>	<b>%</b>	1st year	46	2nd year	59	<p><i>Transitional provision – clause removed - obsolete</i></p>				
<b>Year of apprenticeship</b>	<b>%</b>										
1st year	46										
2nd year	59										

<p>3rd year 77</p> <p>4th year 86</p> <p><b>(ii)</b> In addition to the minimum wage payments arising from clause 16.4(d)(i), apprentices will be paid the full amount of the tool allowance in clause 17.2(b) and the fares allowances in clause 17.5(d) and the percentages shown in clause 16.4(d)(i) of the electrician's licence allowance in clause 17.2(c), the travel time allowance in clause 17.5(c) and the industry allowance in clause 17.2(a). Any other special allowances in clause 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).</p> <p><b>(iii)</b> The all-purpose rate to be paid to an apprentice will be the sum of the minimum wage rate arising from clause 16.4(d)(i), the full amount of the tool allowance in clause 17.2(b) and the percentages shown in clause 16.4(d)(i) of the electrician's licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a). The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.</p> <p><b>16.5</b> Clauses 16.4(c) and 16.4(d) cease to operate on 31 December 2014.</p>	
<p><b>17. Allowances</b></p> <p><i>Clause inserted – proposed new provision</i></p>	<p><b>17. Allowances</b></p> <p>Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.</p>
<p><b>17.1 Application of allowances</b></p> <p><b>(a) All-purpose allowances</b></p> <p>All-purpose allowances are payable for all-purposes of the award and are part of the gross weekly ordinary all-purpose rates of pay.</p>	<p><b>17.1 Application of allowances</b></p> <p><b>(a) All-purpose allowances</b></p> <p>Allowances paid for all purposes are included in the rate of pay of an employee who is entitled to the allowance, when calculating any</p>

<p><b>(b) Special allowances</b></p> <p><b>(i)</b> Special allowances are not cumulative. Where more than one of the disabilities which entitles an employee to the payment of a special allowance occurs, the employer will be bound to pay only one rate, being the highest rate for the applicable disabilities.</p> <p><b>(ii)</b> Special allowances are not subject to penalty additions. The special allowances will be paid irrespective of the times at which the work is performed, and will not be subject to any premium or penalty additions.</p>	<p>penalties or loadings including payments for overtime, payments while they are on all forms of paid leave, public holidays and pro rata payments on termination. The allowances in clause 17.2 are paid for all purposes under this award.</p> <p><b>(b) Special allowances</b></p> <p><b>(i)</b> Special allowances are not cumulative. Where more than one of the disabilities which entitles an employee to the payment of a special allowance occurs, the employer will be bound to pay only one rate, being the highest rate for the applicable disabilities.</p> <p><b>(ii)</b> Special allowances are not subject to penalty additions. The special allowances will be paid irrespective of the times at which the work is performed, and will not be subject to any premium or penalty additions.</p>
<p><b>17.2 All-purpose allowances</b></p> <p><b>(a) Industry allowance</b></p> <p>An all-purpose allowance of 3.7% of the standard weekly rate per week will be paid as compensation for the following disabilities associated with on-site work:</p> <p><b>(i)</b> climatic conditions when working in the open on all types of work;</p> <p><b>(ii)</b> the physical disadvantage of having to climb stairs or ladders;</p> <p><b>(iii)</b> the disability of dust and fumes blowing in the wind, brick dust and drippings from newly poured concrete;</p> <p><b>(iv)</b> sloppy and muddy conditions associated with the initial stages of on-site construction work;</p> <p><b>(v)</b> the disability of working on all types of scaffolding, excluding swing scaffolding; and/or</p> <p><b>(vi)</b> the lack of usual permanent amenities associated with factory work.</p>	<p><b>17.2 All-purpose allowances</b></p> <p><b>(a) Industry allowance</b></p> <p>An all-purpose allowance of <b>\$28.30</b> per week will be paid as compensation for the following disabilities associated with on-site work:</p> <p><b>(i)</b> climatic conditions when working in the open on all types of work;</p> <p><b>(ii)</b> the physical disadvantage of having to climb stairs or ladders;</p> <p><b>(iii)</b> the disability of dust and fumes blowing in the wind, brick dust and drippings from newly poured concrete;</p> <p><b>(iv)</b> sloppy and muddy conditions associated with the initial stages of on-site construction work;</p> <p><b>(v)</b> the disability of working on all types of scaffolding, excluding swing scaffolding; and/or</p> <p><b>(vi)</b> the lack of usual permanent amenities associated with factory work.</p>

<p><b>(b) Tool allowance</b></p> <p><b>(i)</b> A tool allowance of \$18.31 per week must be paid for all-purposes of the award, for the purpose of an employee maintaining an adequate kit of tools, to:</p> <ul style="list-style-type: none"> <li>• Electrical workers at grade 5 and beyond;</li> <li>• Electrical workers performing the duties of television antenna installer/erector or television/radio/electronic equipment serviceperson.</li> </ul> <p><b>(ii)</b> This allowance will be adjusted in accordance with clause 17.7.</p>	<p><b>17.2 All-purpose allowances</b></p> <p><b>(g) Tool allowance</b></p> <p><b>(i)</b> For the purpose of an employee maintaining an adequate kit of tools, a tool allowance of <b>\$18.31</b> per week must be paid for all-purposes of the award to:</p> <ul style="list-style-type: none"> <li>• Electrical workers at grade 5 and beyond;</li> <li>• Electrical workers performing the duties of television antenna installer/erector or television/radio/electronic equipment serviceperson.</li> </ul>																
<p><b>(c) Electrician’s licence allowance</b></p> <p>An electrical worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence must be paid an all-purpose allowance of 3.6% of the weekly standard rate per week.</p>	<p><b>17.2 All-purpose allowances</b></p> <p><b>(b) Electrician’s licence allowance</b></p> <p>An electrical worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence must be paid an all-purpose allowance of <b>\$27.54</b> per week.</p>																
<p><b>(d) Leading hands allowance</b></p> <p>An employee specifically appointed to be a Leading hand must be paid the undermentioned additional amounts above the rates of the highest classification supervised, or their own rate, whichever is the highest, in accordance with the number of employees in their charge.</p> <table border="1" data-bbox="280 1181 1030 1452"> <thead> <tr> <th><b>In charge of:</b></th> <th><b>% of weekly standard rate per week</b></th> </tr> </thead> <tbody> <tr> <td>3 to 10 employees</td> <td>4.33</td> </tr> <tr> <td>11 to 20 employees</td> <td>6.0</td> </tr> <tr> <td>More than 20 employees</td> <td>8.1</td> </tr> </tbody> </table>	<b>In charge of:</b>	<b>% of weekly standard rate per week</b>	3 to 10 employees	4.33	11 to 20 employees	6.0	More than 20 employees	8.1	<p><b>(c) Leading hands allowance</b></p> <p>An employee specifically appointed to be a Leading hand must be paid the following additional amounts above the rates of the highest classification supervised, or their own rate, whichever is the highest, in accordance with the number of employees in their charge.</p> <table border="1" data-bbox="1299 1125 2060 1404"> <thead> <tr> <th><b>In charge of:</b></th> <th><b>\$ per week</b></th> </tr> </thead> <tbody> <tr> <td>3 to 10 employees</td> <td>32.89</td> </tr> <tr> <td>11 to 20 employees</td> <td>45.89</td> </tr> <tr> <td>More than 20 employees</td> <td>61.96</td> </tr> </tbody> </table>	<b>In charge of:</b>	<b>\$ per week</b>	3 to 10 employees	32.89	11 to 20 employees	45.89	More than 20 employees	61.96
<b>In charge of:</b>	<b>% of weekly standard rate per week</b>																
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More than 20 employees	61.96																

<p><b>(e) Nominee allowance</b></p> <p>An electrical mechanic who holds the relevant State electrical licence and acts as a nominee for an electrical contractor must be paid an additional all-purpose allowance of at least 9.2% of the weekly standard rate per week.</p>	<p><b>(d) Nominee allowance</b></p> <p>An electrical mechanic who holds the relevant State electrical licence and acts as a nominee for an electrical contractor must be paid an additional all-purpose allowance of at least <b>\$70.37</b> per week.</p>
<p><b>(f) Electrical distribution line maintenance and tree clearing allowance</b></p> <p>An allowance of 7.7% of the weekly standard rate per week must be paid to employees engaged on tree clearing and work associated with the maintenance of electrical distribution lines.</p>	<p><b>(e) Electrical distribution line maintenance and tree clearing allowance</b></p> <p>An all-purpose allowance of <b>\$58.90</b> per week must be paid to employees engaged on tree clearing and work associated with the maintenance of electrical distribution lines.</p>
<p><b>(g) Rate for ordering materials</b></p> <p><b>(i)</b> For employees engaged in the building and construction industry, an additional weekly all-purpose allowance of 2.0% of the weekly standard rate per week must be paid when an employee is left in charge of a job which is of a duration of one week or more, and is required to order materials for a job on which two employees (including the person receiving the extra payment) are engaged.</p> <p><b>(ii)</b> This amount will only be paid when four or more days in a pay period are spent on such duties. For periods shorter than four days a minimum payment of 0.4% of the weekly standard rate per day will be paid.</p> <p><b>(iii)</b> Provided that the above additional amount is not payable to any employee receiving any of the leading hand rates set out in clause 17.2(d).</p>	<p><b>(f) Rate for ordering materials</b></p> <p><b>(i)</b> Clause 17.2(f) applies to employees engaged in the building and construction industry.</p> <p><b>(ii)</b> Subject to 17.2(f)(ii), when an employee is left in charge of a job which has a duration of one week or more, and is required to order materials for a job on which two employees (including the employee left in charge) are engaged, an all-purpose allowance of:</p> <ul style="list-style-type: none"> <li>• <b>\$15.30</b> per week must be paid when four or more days in a pay period are spent on such duties; or</li> <li>• <b>\$3.06</b> per day will be paid for periods shorter than four days.</li> </ul> <p><b>(iii)</b> The allowance in clause 17.2(f)(ii) is not payable to an employee receiving the leading hands allowance in clause 17.2(c).</p>
<p><b>17.3 Special allowances—expense related</b></p> <p><b>(a) Meal allowance</b></p> <p><b>(i)</b> An employee required to work overtime for two or more hours without being notified on the previous day or earlier that the employee will be required to work must either be</p>	<p><b>17.4 Special allowances—expense related</b></p> <p><b>(a) Meal allowance</b></p> <p><b>(i)</b> An employee required to work overtime for two or more hours without being notified on the previous day or earlier of the requirement to work must either be:</p>

<p>supplied with a meal by the employer or be paid \$14.55 for the first meal and for each subsequent meal. Such payment need not be made to employees living in the same locality as their employment who can reasonably return home for meals.</p> <p>(ii) Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer must provide such second and/or subsequent meals or make payment instead thereof as prescribed.</p> <p>(iii) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee must be paid for meals which the employee has provided but which are surplus.</p> <p>(iv) This allowance will be adjusted in accordance with clause 17.7.</p>	<ul style="list-style-type: none"> <li>• supplied with a meal by the employer; or</li> <li>• paid <b>\$14.55</b> for the first meal and for each subsequent meal.</li> </ul> <p>(ii) Clause 17.4(a)(i) does not apply where the employee lives in the same locality as their employment and can reasonably return home for meals.</p> <p>(iii) Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate a second or subsequent meal, the employer must provide a second and/or subsequent meals or make payment instead as prescribed in clause 17.4(a)(i).</p> <p>(iv) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee must be paid for surplus meals which the employee has provided.</p>
<p>(b) <b>First aid allowance</b></p> <p>An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid weekly an allowance of 2.1% of the weekly standard rate if the employee is appointed by the employer to perform first aid duty.</p>	<p><b>17.3 Special allowances—wage related</b></p> <p>(c) <b>First aid allowance</b></p> <p>An employee who has been trained to perform first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid an allowance of <b>\$16.06</b> per week if the employee is appointed by the employer to perform first aid duty.</p>
<p>(c) <b>Compensation for loss of tools</b></p> <p>(i) An employer must compensate an employee by the payment of an allowance to replace tools lost by breaking and entering whilst securely stored at the employer’s direction in a room or building on the employer’s premises, job, workshop or in a lock-up to a maximum trade value of \$376.00.</p> <p>(ii) Provided that this clause will not apply if the employer has</p>	<p><b>17.4 Special allowances—expense related</b></p> <p>...</p> <p>(b) <b>Compensation for loss of tools</b></p> <p>(i) Subject to clause 17.4(b)(ii), an employer must compensate an employee to a maximum trade value of <b>\$376.00</b> to replace tools lost by breaking and entering whilst securely stored at</p>



<p>requested the employee to supply the employer with a list of tools required to be kept on the job and the employee has not supplied such a list.</p> <p>(iii) This payment will be adjusted in accordance with clause 17.7.</p>	<p>the employer's direction in a room or building on the employer's premises, job, workshop or in a lock-up.</p> <p>(ii) Clause 17.4(b)(i) will not apply if the employer has requested the employee to supply the employer with a list of tools required to be kept on the job and the employee has not supplied such a list.</p>
<p><b>17.4 Special allowances—work related</b></p> <p>(a) <b>Multistorey allowance</b></p> <p>(i) <b>Eligibility for multistorey allowance</b></p> <p>A multistorey allowance must be paid to all employees on-site engaged in the construction of a multistorey building, to compensate for the disabilities experienced in, and which are peculiar to, the construction of a multistorey building.</p> <p>(ii) <b>Definition of multistorey building</b></p> <p>For the purposes of this clause a <b>multistorey building</b> is a building which will, when complete, consist of five or more storey levels.</p> <p>For the purposes of this clause, a <b>storey level</b> means a structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).</p>	<p><b>17.3 Special allowances—wage related</b></p> <p>(a) <b>Multistorey allowance</b></p> <p>(i) <b>Eligibility for multistorey allowance</b></p> <p>A multistorey allowance must be paid to all employees on-site engaged in the construction of a multistorey building, to compensate for the disabilities experienced in, and which are peculiar to, the construction of a multistorey building.</p> <p>(ii) <b>Definition of multistorey building</b></p> <p>For the purposes of clause 17.3(a) a <b>multistorey building</b> is a building which will, when complete, consist of five or more storey levels.</p> <p>For the purposes of clause 17.3(a), a <b>storey level</b> means a structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).</p>
<p>(iii) <b>Multistorey allowance</b></p> <p>Except as provided for in clause 17.4(a)(iv), the following allowances must be paid to all employees on the building site. The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in each such allowance scale.</p>	<p>(iii) <b>Multistorey allowance</b></p> <p>Except as provided for in clause 17.3(a)(iv), the following allowances must be paid to all employees on the building site. The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in each such allowance scale.</p>

Storey	% of hourly standard rate per hour		Storey	\$ per hour
0–15 floors	2.6		0–15 floors	0.52
16–30 floors	3.2		16–30 floors	0.64
31–45 floors	4.9		31–45 floors	0.99
46–60 floors	6.2		46–60 floors	1.25
more than 60 floors	7.9		More than 60 floors	1.59
<p><b>floor level</b> means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.</p> <p>The allowance payable at the highest point of the building will continue until completion of the building.</p> <p><b>(iv) Service cores</b></p> <p>All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period.</p> <p>Employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed herein.</p> <p>Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance applicable to the main structure.</p>	<p><b>floor level</b> means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.</p> <p>The allowance payable at the highest point of the building will continue until completion of the building.</p> <p><b>(iv) Service cores</b></p> <p>All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period.</p> <p>Employees employed on a service core no higher than 15 metres above the main structure must be paid the applicable multistorey allowance in clause 17.3(a)(iii).</p> <p>Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance applicable to the main structure.</p>			
<p><b>(b) Towers allowance</b></p> <p><b>(i)</b> An employee working on a chimney stack, spire, tower radio</p>	<p><b>(b) Towers allowance</b></p> <p><b>(i)</b> An employee working on a chimney stack, spire, tower radio</p>			

<p>or television mast or tower, air shaft (other than above ground in a multistorey building), lift shaft, service shaft, cooling tower or silo, where the construction exceeds 15 metres in height will be paid for all work above 15 metres an allowance of 3.2% of the hourly standard rate per hour and for work above each further 15 metres an additional allowance of 3.2% of the hourly standard rate per hour.</p> <p>(ii) Provided that any similarly constructed building or a building not covered by clause 17.4(a)(ii) hereof which exceeds 15 metres in height may be covered by this subclause, or by clause 17.4(a) hereof by agreement or where no agreement is reached, by determination of the Fair Work Commission.</p>	<p>or television mast or tower, air shaft (other than above ground in a multistorey building), lift shaft, service shaft, cooling tower or silo, where the construction exceeds 15 metres in height will be paid:</p> <ul style="list-style-type: none"> <li>• for all work above 15 metres an allowance of <b>\$0.64</b> per hour; and</li> <li>• for work above each further 15 metres an additional allowance of <b>\$0.64</b> per hour.</li> </ul> <p>(ii) Provided that any similarly constructed building or a building not covered by clause 17.3(a)(ii) which exceeds 15 metres in height may be covered by this subclause, or by clause 17.3(a) by agreement or where no agreement is reached, by determination of the Fair Work Commission.</p>
<p><b>17.5 Travel and expenses</b></p> <p>(a) <b>General conditions</b></p> <p>(i) <b>Commencing on job</b>—an employee required to work at a job away from their workshop or depot must, at the direction of their employer, present themselves for work at such job at the usual time of starting work.</p> <p>(ii) <b>Location of workshop or depot</b>—upon the commencement of employment, the employer must notify the employee of the location of the employee’s workshop or depot or the employer’s registered office and such location will be recorded in the employee’s wages record and/or service record. For the purposes of this clause, the workshop or depot or employer’s registered office must be the one notified to the employee pursuant to this subclause. Provided that, subject to 14 days’ notice, an employer may notify and record a changed registered office, workshop or depot if there are genuine operational requirements to do so but not for the purpose of avoiding obligations under this clause.</p> <p>(b) <b>Motor vehicle allowance</b></p> <p>An employer must pay an employee a motor vehicle allowance of \$0.78 per kilometre as compensation for expenses where the</p>	<p><b>17.5 Travel and expenses</b></p> <p>(a) <b>General conditions</b></p> <p>(i) <b>Location of workshop or depot</b>—upon the commencement of employment, the employer must notify the employee of the location of the employee’s workshop or depot or the employer’s registered office and such location will be recorded in the employee’s wages record and/or service record. For the purposes of this clause, the workshop or depot or employer’s registered office must be the one notified to the employee pursuant to this subclause. Provided that, subject to 14 days’ notice, an employer may notify and record a changed registered office, workshop or depot if there are genuine operational requirements to do so but not for the purpose of avoiding obligations under this clause.</p> <p>(ii) <b>Commencing on job</b>—an employee required to work at a job away from their workshop or depot must, at the direction of their employer, present themselves for work at such job at the usual time of starting work.</p> <p>(b) <b>Motor vehicle allowance</b></p> <p>An employer must pay an employee a motor vehicle allowance of <b>\$0.78</b> per kilometre as compensation for expenses where the</p>

<p>employee, by agreement with their employer, uses their own motor vehicle in the following cases:</p> <ul style="list-style-type: none"> <li>(i) for the distance of the employee's journey which is in excess of the distance of the journey between the employee's home and their workshop or depot where the employee starts or finishes work at a job away from their workshop or depot; or</li> <li>(ii) for the distance of the employee's journey where the employee is recalled to work overtime after leaving their employer's business; or</li> <li>(iii) for the distance of the employee's journey in travelling between their workshop or depot and a job or between jobs; or</li> <li>(iv) for the distance of the employee's journey in travelling to or from distant work.</li> </ul> <p><b>(c) Travel time allowance</b></p> <p>All employees must be paid an allowance of \$5.78 for each day on which they present themselves for work. The allowance must also be paid for rostered days off.</p>	<p>employee, by agreement with their employer, uses their own motor vehicle in the following cases:</p> <ul style="list-style-type: none"> <li>(i) for the distance of the employee's journey which is in excess of the distance of the journey between the employee's home and their workshop or depot where the employee starts or finishes work at a job away from their workshop or depot; or</li> <li>(ii) for the distance of the employee's journey where the employee is recalled to work overtime after leaving their employer's business; or</li> <li>(iii) for the distance of the employee's journey in travelling between their workshop or depot and a job or between jobs; or</li> <li>(iv) for the distance of the employee's journey in travelling to or from distant work.</li> </ul> <p><b>(c) Travel time allowance</b></p> <p>All employees must be paid an allowance of <b>\$5.78</b> for each day on which they present themselves for work. The allowance must also be paid for rostered days off.</p>
<p><b>(d) Start and/or finish on job</b></p> <p>When required by the employer to start and/or cease work on the job site, employees will be entitled to the following allowances as appropriate:</p> <ul style="list-style-type: none"> <li>(i) where the job site is situated up to 50 kilometres from the employer's registered office or depot(s) an amount of \$18.80 per day. Payment of this amount is instead of the provisions of clause 17.5(b)(i);</li> <li>(ii) where the job site is situated more than 50 kilometres from the employer's registered office or depot(s) the amount per day for the first 50 kilometres prescribed by clause 17.5(d)(i), plus a payment for travelling time for each occasion the distance in excess of 50 kilometres is travelled either to start work on the job site or after ceasing work on the job site, with a minimum payment of a quarter of an</li> </ul>	<p><b>(d) Start and/or finish on job</b></p> <p>When required by the employer to start and/or cease work on the job site, employees will be entitled to the following allowances as appropriate:</p> <ul style="list-style-type: none"> <li>(i) where the job site is situated up to 50 kilometres from the employer's registered office or depot(s) an amount of <b>\$18.80</b> per day. Payment of this amount is instead of the provisions of clause 17.5(b)(i);</li> <li>(ii) where the job site is situated more than 50 kilometres from the employer's registered office or depot(s) the amount per day for the first 50 kilometres prescribed by clause 17.5(d)(i), plus a payment for travelling time for each occasion the distance in excess of 50 kilometres is travelled either to start work on the job site or after ceasing work on the job site, with a minimum payment of a quarter of an hour, plus payment for incidental</li> </ul>

<p>hour, plus payment for incidental expenses actually incurred other than private motor vehicle expenses in circumstances where a motor vehicle allowance is paid pursuant to clause 17.5(b)(i).</p> <p>(iii) where the employer offers to provide transport free of charge, whether from the employee’s home or the employer’s registered office or depot(s) an amount of \$3.37 per day; or</p> <p>(iv) For the purpose of this clause an employer must not have more than one registered office or depot within a 50 kilometre radius.</p> <p><b>(e) Start/finish at employer’s registered office</b></p> <p>When the employee is required to start and finish work at the employer’s registered office or depot the above allowances do not apply.</p> <p><b>(f) Motor allowance for use of private vehicle for business purposes</b></p> <p>Employees who in the service of their employer use their own vehicles at the request of their employer will be paid \$0.78 per kilometre.</p> <p><b>(g) Entitlement</b></p> <p>The allowances prescribed in this clause will not be taken into account when calculating overtime penalty rates, annual leave, personal/carer’s leave, long service leave or public holiday payments.</p> <p><b>(h)</b> The travel and expenses allowances will be adjusted in accordance with clause 17.7.</p>	<p>expenses actually incurred other than private motor vehicle expenses in circumstances where a motor vehicle allowance is paid pursuant to clause 17.5(b)(i).</p> <p>(iii) where the employer offers to provide transport free of charge, whether from the employee’s home or the employer’s registered office or depot(s) an amount of <b>\$3.37</b> per day; or</p> <p>(iv) For the purpose of clause 17.5(d) an employer must not have more than one registered office or depot within a 50 kilometre radius.</p> <p><b>(e) Start/finish at employer’s registered office</b></p> <p>When the employee is required to start and finish work at the employer’s registered office or depot the above allowances do not apply.</p> <p><b>(f) Motor allowance for use of private vehicle for business purposes</b></p> <p>An employee who in the service of their employer uses their own vehicle at the request of their employer will be paid <b>\$0.78</b> per kilometre.</p> <p><b>(g) Entitlement</b></p> <p>The allowances in clause 17.5 will not be taken into account when calculating overtime penalty rates, annual leave, personal/carer’s leave, long service leave or public holiday payments.</p>
<p><b>17.6 Living away on distant work</b></p> <p><b>(a) Board and lodging</b></p> <p>(i) <b>Living away allowance</b>—on distant work the employer must provide reasonable board and lodging or pay a living away allowance of \$478.91 per week but such allowance will not be wages. In the case of broken parts of a week occurring</p>	<p><b>17.6 Living away on distant work</b></p> <p><b>(a) Board and lodging</b></p> <p>(i) <b>Living away allowance</b>—on distant work the employer must provide reasonable board and lodging or pay a living away allowance of <b>\$478.91</b> per week but such allowance will not be wages. In the case of broken parts of a week occurring at the</p>

<p>at the beginning or end of a period of distant work the allowance will be all living expenses, actually and reasonably incurred, but not exceeding the said amount.</p> <p><b>(ii) Standard of board and lodging</b>—reasonable board and lodging for the purpose of this clause will mean lodging in a well kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room (for one employee) if a single room is not available, with hot and cold running water.</p> <p><b>(iii)</b> For all meals not included in the cost of fares or accommodation arranged by the employer an allowance of \$14.55 per meal will be paid to the employee.</p> <p><b>(iv)</b> This allowance will be adjusted in accordance with clause 17.7.</p>	<p>beginning or end of a period of distant work the allowance will be all living expenses, actually and reasonably incurred, but not exceeding the said amount.</p> <p><b>(ii) Standard of board and lodging</b>—reasonable board and lodging for the purpose of this clause will mean lodging in a well kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room (for one employee) if a single room is not available, with hot and cold running water.</p> <p><b>(iii)</b> For all meals not included in the cost of fares or accommodation arranged by the employer an allowance of <b>\$14.55</b> per meal will be paid to the employee.</p>
<p><b>(b) Regular return home</b></p> <p><b>(i)</b> Except as hereinafter provided an employee on distant work will, where practicable, be allowed to return home for the weekend at least once a month. Where the employee so returns home, all reasonable travelling expenses incurred will be reimbursed by the employer provided that the employee presents himself for work at the site at the normal starting time on the next working day.</p> <p><b>(ii)</b> The travelling expenses prescribed by this subclause will not be payable to an employee receiving the living away from home allowance prescribed by clause 17.6(a).</p>	<p><b>(b) Regular return home</b></p> <p><b>(i)</b> An employee on distant work will, where practicable, be allowed to return home for the weekend at least once a month. Where the employee so returns home, all reasonable travelling expenses incurred will be reimbursed by the employer provided that the employee presents for work at the site at the normal starting time on the next working day.</p> <p><b>(ii)</b> The travelling expenses in clause 17.6(b)(i) will not be payable to an employee receiving the living away allowance in clause 17.6(a).</p>
<p><b>(c) Transitional airfares provision in respect of employees in the Territory of Christmas Island</b></p> <p><b>(i)</b> Where an employee is domiciled in the Territory of Christmas Island and is not entitled to travelling expenses under clause 17.6(b), that employee is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months' continuous service.</p> <p><b>(ii)</b> The airfare payable is the equivalent of a return economy</p>	<p><i>Transitional provision - clause removed - obsolete</i></p>

<p>airfare from Christmas Island to Perth.</p> <p>(iii) Clause 17.6(c) ceases to operate on 31 December 2014.</p>																																	
<p><b>17.7 Adjustment of expense related allowances</b></p> <p>(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="286 647 1055 1401"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Loss of tools</td> <td>Household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Travel time</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> <tr> <td>Start and/or finish job</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> <tr> <td>Living away allowance</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Loss of tools	Household appliances, utensils and tools sub-group	Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group	Vehicle allowance	Private motoring sub-group	Travel time	Domestic holiday travel and accommodation sub-group	Start and/or finish job	Domestic holiday travel and accommodation sub-group	Living away allowance	Domestic holiday travel and accommodation sub-group	<p><b>C.2.1 Adjustment of expense related allowances</b></p> <p>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.</p> <p>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:</p> <table border="1" data-bbox="1234 587 2101 1353"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Loss of tools</td> <td>Household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Travel time</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> <tr> <td>Start and/or finish job</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> <tr> <td>Living away allowance</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Loss of tools	Household appliances, utensils and tools sub-group	Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group	Vehicle allowance	Private motoring sub-group	Travel time	Domestic holiday travel and accommodation sub-group	Start and/or finish job	Domestic holiday travel and accommodation sub-group	Living away allowance	Domestic holiday travel and accommodation sub-group
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<p><b>17.8 Territory of Christmas Island</b></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>																																

<p>(a) An employee in the Territory of Christmas Island is entitled to payment of a district allowance in accordance with the terms of an award made under the <i>Workplace Relations Act 1996</i> (Cth):</p> <p>(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</p> <p>(ii) that would have entitled the employee to payment of a district allowance.</p> <p>(b) Clause 17.8 ceases to operate on 31 December 2014.</p>	
<p><b>18. Accident pay</b></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p><b>19. Supported wage system</b></p> <p>See Schedule C</p>	<p><b>16.7 Supported wage system</b></p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.</p>
<p><b>20. National training wage</b></p> <p>See Schedule D</p>	<p><b>16.8 National training wage</b></p> <p>For employees undertaking a traineeship, see Schedule F—National Training Wage.</p>
<p><b>21. School-based apprenticeship</b></p> <p>See Schedule E</p>	<p><b>16.5 School-based apprenticeship</b></p> <p>For school-based apprentices, see Schedule D—School-based Apprentices.</p>
<p><b>22. Payment of wages</b></p> <p><b>22.1 Period of payment</b></p> <p>(a) Wages, including overtime, must be paid weekly, either:</p> <p>(i) according to the actual ordinary hours worked each week; or</p> <p>(ii) according to the average number of ordinary hours worked each week.</p> <p>(b) Wages may be paid weekly or fortnightly by agreement between</p>	<p><b>16.6 Payment of wages</b></p> <p>(a) Except as provided in clause 16.6(a)(ii), wages including overtime, must be paid weekly, either:</p> <p>(i) according to the actual ordinary hours worked each week; or</p> <p>(ii) according to the average number of ordinary hours worked each week.</p> <p>(b) <b>Period of payment</b></p>



<p>the employer and the majority of employees. Agreement in this respect may also be reached between the employer and an individual employee.</p> <p>(c) The pay period for the payment of wages ends at the usual time of ceasing work not more than two clear ordinary working days prior to the commencement of pay day. In any week in which a public holiday occurs one day after the normal pay day, wages are to be paid in that week two days prior to such public holiday. If an employee takes a rostered day off on a day which coincides with pay day, the employee must be paid not later than the working day immediately following pay day. Where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p>	<p>(i) Wages may be paid fortnightly by agreement between the employer and the majority of employees. Agreement in this respect may also be reached between the employer and an individual employee.</p> <p>(ii) The pay period for the payment of wages ends at the usual time of ceasing work not more than two clear ordinary working days prior to the commencement of pay day. In any week in which a public holiday occurs one day after the normal pay day, wages are to be paid in that week two days prior to such public holiday. If an employee takes a rostered day off on a day which coincides with pay day, the employee must be paid not later than the working day immediately following pay day. Where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p>
<p><b>22.2 Method of payment</b></p> <p>(a) Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.</p> <p>(b) In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the employee to cash the cheque.</p> <p><b>22.3 Payment of wages on termination of employment</b></p> <p>(a) On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.</p> <p>(b) Where an employee is paid under a rostered day off system and has accrued a credit towards a rostered day off such credit must be taken into account in calculating wages due on termination.</p>	<p>(c) <b>Method of payment</b></p> <p>(i) Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.</p> <p>(ii) In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the employee to cash the cheque.</p> <p>(d) <b>Payment of wages on termination of employment</b></p> <p>(i) On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.</p> <p>(ii) Where an employee is paid under a rostered day off system and has accrued a credit towards a rostered day off such credit must be taken into account in calculating wages due on termination.</p>
<p><b>22.4 Day off coinciding with pay day</b></p> <p>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</p>	<p>(e) <b>Day off coinciding with pay day</b></p> <p>Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to</p>

<p>day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p> <p><b>22.5 Wages to be paid during working hours</b></p> <p>Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.</p>	<p>take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p> <p><b>(f) Wages to be paid during working hours</b></p> <p>Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p><b>23. Superannuation</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>18. Superannuation</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>Part 5—Hours of Work and Related Matters</b></p> <p><b>24. Ordinary hours of work and rostering</b></p> <p><b>24.1</b> Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.</p> <p><b>24.2 Ordinary hours of work—day workers</b></p> <p>The ordinary hours of work prescribed herein may be worked Monday to Friday, inclusive.</p> <p><b>24.3 Spread of hours—day workers</b></p> <p>(a) The ordinary hours of work will be 6.00 am to 6.00 pm. Provided that the usual starting time and usual finishing time within the spread of hours may not be varied except by agreement of the employer and individual employee or the majority of the employees concerned.</p> <p>(b) Provided that the spread of hours may be altered as to all or a section of the employees by agreement of the employer and the</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>13. Ordinary hours of work and rostering</b></p> <p><b>13.1</b> Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.</p> <p><b>13.2 Ordinary hours of work—day workers</b></p> <p>The ordinary hours of work in clause 13 may be worked Monday to Friday, inclusive.</p> <p><b>13.3 Spread of hours—day workers</b></p> <p>The ordinary hours of work will be 6.00 am to 6.00 pm, provided that:</p> <p>(a) the usual starting and finishing time within the spread of hours may not be varied except by agreement of the employer and individual employee or the majority of the employees concerned; and</p> <p>(b) the spread of hours may be altered as to all or a section of the employees by agreement of the employer and individual employee or</p>

employee or majority of the employees.	the majority of the employees.
<p><b>24.4 Work cycles—day workers</b></p> <p>The ordinary hours of work for day workers will be an average of 38 per week to be worked on one of the following bases:</p> <ul style="list-style-type: none"> <li>(a) 38 hours within a work cycle not exceeding seven consecutive days;</li> <li>(b) 76 hours within a work cycle not exceeding 14 consecutive days;</li> <li>(c) 114 hours within a work cycle not exceeding 21 consecutive days; or</li> <li>(d) 152 hours within a work cycle not exceeding 28 consecutive days.</li> </ul>	<p><b>13.4 Work cycles—day workers</b></p> <p>The ordinary hours of work for day workers will be an average of 38 per week to be worked on one of the following bases:</p> <ul style="list-style-type: none"> <li>(a) 38 hours within a work cycle not exceeding seven consecutive days;</li> <li>(b) 76 hours within a work cycle not exceeding 14 consecutive days;</li> <li>(c) 114 hours within a work cycle not exceeding 21 consecutive days; or</li> <li>(d) 152 hours within a work cycle not exceeding 28 consecutive days.</li> </ul>
<p><b>24.5 Twelve hour shifts</b></p> <p>By agreement between the employer and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:</p> <ul style="list-style-type: none"> <li>(a) proper health monitoring procedures being introduced;</li> <li>(b) suitable roster arrangements being made; and</li> <li>(c) proper supervision being provided.</li> </ul>	<p><b>13.5 Twelve hour shifts</b></p> <p>By agreement between the employer and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:</p> <ul style="list-style-type: none"> <li>(a) proper health monitoring procedures being introduced;</li> <li>(b) suitable roster arrangements being made; and</li> <li>(c) proper supervision being provided.</li> </ul>
<p><b>24.6 Late comers</b></p> <ul style="list-style-type: none"> <li>(a) An employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding quarter of an hour), and may apply such proportion in the calculation of the working time of employees who, without reasonable cause, which is promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.</li> <li>(b) An employer who adopts a proportion for the aforesaid purpose may apply the same proportion for the calculation of overtime.</li> </ul> <p><b>24.7 Implementation of 38 hour week</b></p> <p>The ordinary hours of work may be arranged in accordance with one of</p>	<p><b>13.6 Late comers</b></p> <ul style="list-style-type: none"> <li>(a) An employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding quarter of an hour), and may apply such proportion in the calculation of the working time of employees who, without reasonable cause which is promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.</li> <li>(b) An employer who adopts a proportion for the purpose of clause 13.6(a) may apply the same proportion for the calculation of overtime.</li> </ul> <p><b>13.7 Implementation of 38 hour week</b></p>

<p>the following:</p> <ul style="list-style-type: none"> <li>(a) by employees working less than eight ordinary hours each day; or</li> <li>(b) by employees working less than eight ordinary hours on one or more days in each week; or</li> <li>(c) by employees working less than eight ordinary hours on one or more days in each fortnight; or</li> <li>(d) by fixing one weekday on which all employees will be off during a particular work cycle; or</li> <li>(e) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.</li> </ul>	<p>The ordinary hours of work may be arranged in accordance with one of the following:</p> <ul style="list-style-type: none"> <li>(a) by employees working less than eight ordinary hours each day; or</li> <li>(b) by employees working less than eight ordinary hours on one or more days in each week; or</li> <li>(c) by employees working less than eight ordinary hours on one or more days in each fortnight; or</li> <li>(d) by fixing one weekday on which all employees will be off during a particular work cycle; or</li> <li>(e) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.</li> </ul>
<p><b>24.8 Rostered day off</b></p> <ul style="list-style-type: none"> <li>(a) <b>Rostered day off</b> for the purpose of this award is the weekday, not being a holiday, that an employee has off duty when working in accordance with an average hours system.</li> <li>(b) <b>Notice of rostered day off</b>  Where an employee, in accordance with clause 24.7, is entitled to a day off during the employee's work cycle, they must be advised by the employer at least four weeks in advance of the weekday the employee is to take off.</li> <li>(c) <b>Rostered day off not to coincide with public holiday</b>  Where an employee's ordinary hours are arranged in accordance with clause 24.7, the weekday or part of the weekday taken off must not coincide with a public holiday as prescribed in the NES.</li> </ul>	<p><b>13.8 Rostered day off</b></p> <ul style="list-style-type: none"> <li>(a) <b>Rostered day off</b> for the purpose of this award is the weekday, not being a holiday, that an employee has off duty when working in accordance with an average hours system.</li> <li>(b) <b>Notice of rostered day off</b>  Where an employee, in accordance with clause 13.7, is entitled to a day off during the employee's work cycle, they must be advised by the employer at least four weeks in advance of the weekday the employee is to take off.</li> <li>(c) <b>Rostered day off not to coincide with public holiday</b>  Where an employee's ordinary hours are arranged in accordance with clause 13.7, the weekday or part of the weekday taken off must not coincide with a public holiday as prescribed in the NES.</li> </ul>
<ul style="list-style-type: none"> <li>(d) <b>Substitution of rostered day off</b>  (i) An employer may substitute the day an employee is to take off in accordance with clause 24.7 for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed</li> </ul>	<ul style="list-style-type: none"> <li>(d) <b>Substitution of rostered day off</b>  (i) An employer may substitute the day an employee is to take off in accordance with clause 13.7(d) and 13.7(e) for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed</li> </ul>

<p>productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.</p> <p>(ii) Provided that if a substitute day off is not granted, then the employee must be paid in addition to the payment for the day off, for work performed in ordinary hours at the rate of time and a half, and for work outside ordinary hours, at the rate of double time.</p> <p>(iii) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.</p> <p>(iv) Any substitute day off must be taken either in the current work cycle or in the next succeeding work cycle.</p> <p>(v) Where any employee, in accordance with clause 24.7 is entitled to a day off during the employee’s work cycle and that day off falls on a public holiday, as prescribed in the NES, the next working day will be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the employer and the employee.</p> <p>(vi) In this subclause reference to a day or working day may also be taken as reference to a part day or part working day as the case may be and is appropriate.</p>	<p>productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.</p> <p>(ii) Provided that if a substitute day off is not granted, then the employee must be paid in addition to the payment for the day off, for work performed in ordinary hours at the rate of <b>150%</b> of the ordinary hourly rate, and for work outside ordinary hours, at the rate of <b>200%</b>.</p> <p>(iii) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.</p> <p>(iv) Any substitute day off must be taken either in the current work cycle or in the next succeeding work cycle.</p> <p>(v) Where any employee, in accordance with clause 13.7(d) and 13.7(e) is entitled to a day off during the employee’s work cycle and that day off falls on a public holiday, as prescribed in the NES, the next working day will be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the employer and the employee.</p> <p>(vi) In clause 13.8 the reference to a day or working day may also be taken as reference to a part day or part working day as the case may be and is appropriate.</p>
<p>(e) <b>Calculation of weekly wage rates—Rostered day off (RDO) system</b></p> <p>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 is to apply:</p> <p>(i) the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;</p> <p>(ii) the employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer’s leave, workers</p>	<p>(e) <b>Calculation of weekly wage rates—Rostered day off (RDO) system</b></p> <p>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 is to apply:</p> <p>(i) the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;</p> <p>(ii) the employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer’s leave, workers</p>

<p>compensation, paid compassionate leave, paid training leave or jury service; and</p> <p>(iii) an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance</p>	<p>compensation, paid compassionate leave, paid training leave or jury service; and</p> <p>(iii) an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.</p>
<p><b>24.9 Rest break</b></p> <p>Employees must be allowed a rest break of 10 minutes on each day between the time of commencing work and the usual meal break. The rest break must be counted as part of time worked.</p>	<p><b>13.9 Rest break</b></p> <p>Employees must be allowed a rest break of 10 minutes on each day between the time of commencing work and the usual meal break. The rest break must be counted as part of time worked.</p>
<p><b>24.10 Ordinary hours of work—continuous shiftwork</b></p> <p>(a) This subclause will only apply to continuous shiftworkers as defined in clause 3.2.</p> <p>(b) The ordinary hours of continuous shiftworkers must average 38 hours per week inclusive of crib time and must not exceed 152 hours in 28 consecutive days.</p> <p>(c) Subject to the following conditions, continuous shiftworkers must work at such times as the employer may require:</p> <p>(i) A shift consist of not more than eight hours, inclusive of crib time. Provided that by mutual agreement between the employer and an employee or majority of employees concerned, a shift can consist of up to 12 hours;</p> <p>(ii) Except at the regular change over of shifts an employee must not be required to work more than one shift in each 24 hours;</p> <p>(iii) 20 minutes must be allowed to continuous shiftworkers each shift for crib which must be counted as time worked; and</p> <p>(iv) An employee must not be required to work for more than five hours without a break for a meal.</p>	<p><b>13.10 Ordinary hours of work—continuous shiftwork</b></p> <p>(a) Clause 13.10 will only apply to continuous shiftworkers as defined in clause 2.2.</p> <p>(b) The ordinary hours of continuous shiftworkers must average 38 hours per week inclusive of crib time and must not exceed 152 hours in 28 consecutive days.</p> <p>(c) Continuous shiftworkers must work at such times as the employer may require, subject to the following conditions:</p> <p>(i) A shift must not exceed eight ordinary hours, inclusive of crib time. Provided that by mutual agreement between the employer and an employee or majority of employees concerned, a shift may be up to 12 ordinary hours;</p> <p>(ii) Except at the regular change over of shifts, an employee must not be required to work more than one shift in each 24 hours;</p> <p>(iii) 20 minutes must be allowed to continuous shiftworkers each shift for crib which must be counted as time worked; and</p> <p>(iv) An employee must not be required to work for more than five hours without a break for a meal.</p>

<p><b>24.11 Ordinary hours of work—other than continuous shiftwork</b></p> <p>(a) This subclause will apply to shiftworkers not upon continuous work as hereinbefore defined.</p> <p>(b) The weekly ordinary hours of work must be an average of 38 per week, to be worked in one of the following shift cycles;</p> <p>(i) 38 hours within a period not exceeding seven consecutive calendar days; or</p> <p>(ii) 76 hours within a period not exceeding 14 consecutive calendar days; or</p> <p>(iii) 114 hours within a period not exceeding 21 consecutive calendar days; or</p> <p>(iv) 152 hours within a period not exceeding 28 consecutive days.</p> <p>(c) Subject to the following conditions, such shiftworkers must work at such times as the employer may require:</p> <p>(i) A shift must not exceed eight hours of ordinary time work inclusive of crib time. Provided that by mutual agreement between the employer and an employee or majority of employees concerned, a shift can consist of up to 12 hours.</p> <p>(ii) Such ordinary hours must be worked continuously except for crib time at the discretion of the employer.</p> <p>(iii) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.</p> <p>(iv) An employee must not be required to work for more than five hours without a break for crib time.</p>	<p><b>13.11 Ordinary hours of work—other than continuous shiftwork</b></p> <p>(a) Clause 13.11 will apply to shiftworkers working on other than continuous shiftwork.</p> <p>(b) The ordinary hours of work must be an average of 38 per week, to be worked in one of the following shift cycles;</p> <p>(i) 38 hours within a period not exceeding seven consecutive calendar days; or</p> <p>(ii) 76 hours within a period not exceeding 14 consecutive calendar days; or</p> <p>(iii) 114 hours within a period not exceeding 21 consecutive calendar days; or</p> <p>(iv) 152 hours within a period not exceeding 28 consecutive days.</p> <p>(c) Shiftworkers working on other than continuous shiftwork must work at such times as the employer may require, subject to the following conditions:</p> <p>(i) A shift must not exceed eight ordinary hours inclusive of crib time. Provided that by mutual agreement between the employer and an employee or majority of employees concerned, a shift may be up to 12 ordinary hours.</p> <p>(ii) The ordinary hours must be worked continuously except for crib time at the discretion of the employer.</p> <p>(iii) An employee must not be required to work for more than five hours without a break for crib time.</p> <p>(iv) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.</p>
<p><b>24.12 Rosters</b></p> <p>A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.</p>	<p><b>13.12 Rosters</b></p> <p>A shift roster must specify the commencing and finishing times of ordinary hours of work of each shift.</p>

<p><b>24.13 Shift allowances</b></p> <p>(a) An employee whilst on afternoon or night shift as defined in clause 3.2 must be paid for such shift 15% more than the employee's ordinary rate.</p> <p>(b) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for such shift at time and a half for the first two hours thereof and double time thereafter.</p> <p>(c) An employee who:</p> <p>(i) during a period of engagement on shift, works night shift only;</p> <p>(ii) remains on night shift for a longer period than four consecutive weeks; or</p> <p>(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle;</p> <p>must, during such engagement, period or cycle, be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.</p>	<p><b>13.13 Shift allowances</b></p> <p>(a) An employee whilst on afternoon or night shift as defined in clause 2.2 must be paid for such shift <b>115%</b> of the employee's ordinary hourly rate.</p> <p>(b) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for such shift at <b>150%</b> of the ordinary hourly rate for the first two hours and <b>200%</b> thereafter.</p> <p>(c) An employee is on <b>permanent night shift</b> when the employee;</p> <p>(i) during a period of engagement on shift, works night shift only;</p> <p>(ii) remains on night shift for a longer period than four consecutive weeks; or</p> <p>(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle.</p> <p>(d) An employee on permanent night shift must, during such engagement, period or cycle, be paid <b>130%</b> of the employee's ordinary hourly rate for all ordinary hours worked on the night shift.</p>
<p><b>24.14 Rate for working on Saturday shifts</b></p> <p>The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 24.13.</p> <p>(a) The rate at which continuous shiftworkers are to be paid for work on a rostered shift, the major portion of which is performed on a Sunday or public holiday, is double time.</p> <p>(b) The rate at which shiftworkers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:</p> <p>(i) Sunday—double time.</p>	<p><b>13.14 Rate for working on Saturday shifts</b></p> <p>The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday is <b>150%</b> of the ordinary hourly rate. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 13.13.</p> <p><b>13.15 Rate for working on a Sunday and public holiday shifts</b></p> <p>(a) The rate at which continuous shiftworkers are to be paid for work on a rostered shift, the major portion of which is performed on a Sunday or public holiday, is <b>200%</b> of the ordinary hourly rate.</p> <p>(b) The rate at which shiftworkers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:</p>



<p>(ii) Public holidays—double time and a half.</p> <p>(c) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.</p> <p>(d) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.</p> <p>(e) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in clause 24.13.</p>	<p>(i) Sunday—<b>200%</b> of the ordinary hourly rate.</p> <p>(ii) Public holidays—<b>250%</b> of the ordinary hourly rate.</p> <p>(c) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.</p> <p>(d) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.</p> <p>(e) The extra rates in clause 13.15 are in substitution for and not cumulative upon the shift premiums prescribed in clause 13.13.</p>
<p><b>24.15 Overtime on shiftwork</b></p> <p>(a) For all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, a shiftworker must be paid:</p> <p>(i) if employed on continuous shiftwork—at the rate of double time; or</p> <p>(ii) if employed on other than continuous shiftwork—at the rate of time and a half for the first two hours and double time thereafter.</p>	<p><b>13.16 Overtime on shiftwork</b></p> <p>(a) Subject to clause 13.16(b), for all time worked in excess of or outside the ordinary hours of work prescribed by this award or on a shift other than a rostered shift, a shiftworker must be paid:</p> <p>(i) if employed on continuous shiftwork—at the rate of <b>200%</b> of the ordinary hourly rate; or</p> <p>(ii) if employed on other than continuous shiftwork—at the rate of <b>150%</b> of the ordinary hourly rate for the first two hours and <b>200%</b> thereafter.</p>
<p>(b) Except in each case where the time is worked:</p> <p>(i) by arrangement between the employees themselves;</p> <p>(ii) for the purpose of effecting customary rotation on shifts; or</p> <p>(iii) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with the Act. Provided that when less than eight hours' notice has been given to the</p>	<p>(b) Clause 13.16(a) does not apply where the time is worked:</p> <p>(i) by arrangement between the employees themselves;</p> <p>(ii) for the purpose of effecting customary rotation on shifts; or</p> <p>(iii) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with the Act. Provided that when less than eight hours' notice has been given to the employer by a relief</p>

<p>employer by a relief worker that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on the employee's rostered day off the unrelieved employee must be paid double time.</p> <p>(c) Such extra rates will be in substitution for and not cumulative upon the shift premiums.</p>	<p>worker that the relief worker will be absent from work and the employee whom the relief worker should relieve is not relieved and is required to continue to work on the employee's rostered day off, the unrelieved employee must be paid <b>200%</b> of the ordinary hourly rate.</p> <p>(c) Such extra rates will be in substitution for and not cumulative upon the shift premiums.</p>
<p><b>24.16 Rest period after shiftwork</b></p> <p>(a) A shiftworker, when going on shift, changing shift or returning to day work must have at least 10 consecutive hours off duty on completion of day work, shiftwork and any overtime and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.</p> <p>(b) Provided that, if on the instructions of the employer, such an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee must be paid at double time rates until released from duty and then be entitled to 10 hours off duty and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.</p>	<p><b>13.17 Rest period after shiftwork</b></p> <p>(a) A shiftworker, when going on shift, changing shift or returning to day work must have at least 10 consecutive hours off duty on completion of day work, shiftwork and any overtime and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.</p> <p>(b) Provided that, if on the instructions of the employer, the employee resumes or continues to work without having had 10 consecutive hours off duty, the employee must be paid at <b>200%</b> of the ordinary hourly rate until released from duty and then be entitled to 10 hours off duty and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.</p>
<p><b>24.17 Daylight saving</b></p> <p>(a) Notwithstanding anything contained elsewhere in this award, in any area where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:</p> <p>(i) commencing on or before the time prescribed by the relevant legislation for the commencement of a summer time period; and</p> <p>(ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period;</p> <p>will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of</p>	<p><b>13.18 Daylight saving</b></p> <p>For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work where the clock in each case is set to the time according to the relevant legislation).</p>

<p>the clock and each case to be set to the time fixed pursuant to the relevant State legislation.</p> <p>(b) In this subclause the expression <b>standard time</b> and <b>summer time</b> will bear the same meanings as are prescribed by the relevant State legislation.</p>	
<p><b>25. Inclement weather</b></p> <p><b>25.1 Definition of inclement weather</b></p> <p><b>Inclement weather</b> means the existence of abnormal and extreme climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed to continue working for the duration of such conditions.</p> <p><b>25.2 Conference procedure for inclement weather</b></p> <p>The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.</p>	<p><b>15. Inclement weather</b></p> <p><b>15.1 Definition of inclement weather</b></p> <p><b>Inclement weather</b> means the existence of abnormal and extreme climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed to continue working for the duration of such conditions.</p> <p><b>15.2 Conference procedure for inclement weather</b></p> <p>The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 15 apply.</p>
<p><b>25.3 Transfer of work site due to inclement weather</b></p> <p>(a) Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site or to another site which is not affected by inclement weather.</p> <p>(b) Employees may be transferred from one site to another and the employer provides transport where necessary.</p> <p><b>25.4 Payment for lost time due to inclement weather</b></p> <p>(a) An employee will be entitled to payment by the employer for ordinary time lost through inclement weather whilst such conditions prevail.</p> <p>(b) An employee will not be entitled to payment for time lost through inclement weather as provided for in this clause unless the provisions of this clause have been observed.</p>	<p><b>15.3 Transfer of work site due to inclement weather</b></p> <p>(a) Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site or to another site which is not affected by inclement weather.</p> <p>(b) Employees may be transferred from one site to another and the employer provides transport where necessary.</p> <p><b>15.4 Payment for lost time due to inclement weather</b></p> <p>(a) An employee will be entitled to payment by the employer for ordinary time lost through inclement weather whilst such conditions prevail.</p> <p>(b) An employee will not be entitled to payment for time lost through inclement weather as provided for in this clause unless the provisions of this clause have been observed.</p>

<p><b>26. Overtime</b></p> <p><b>26.1 Payment for working overtime</b></p> <p>(a) For all work done outside ordinary hours, the rates of pay will be time and a half for the first two hours and double time thereafter.</p> <p>(b) Except as provided in clause 27.4, in computing overtime each day's work will stand alone.</p>	<p><b>Part 5—Overtime</b></p> <p><b>19. Overtime</b></p> <p><b>19.1 Payment for working overtime</b></p> <p>(a) For all work done outside ordinary hours, the rates of pay will be <b>150%</b> of the ordinary hourly rate for the first two hours and <b>200%</b> thereafter.</p> <p>(b) Except as provided in clause 14.4, in calculating overtime each day's work will stand alone.</p>
<p><b>26.2 Reasonable overtime</b></p> <p>(a) Subject to clause 26.2(b), an employer may require an employee to work reasonable overtime at overtime rates.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to the employee's health and safety;</p> <p>(ii) the employee's personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p> <p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p>	<p><b>19.2 Reasonable overtime</b></p> <p>(a) Subject to clause 19.2(b), an employer may require an employee to work reasonable overtime at overtime rates.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to the employee's health and safety;</p> <p>(ii) the employee's personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p> <p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p>
<p><b>26.3 Minimum payment</b></p> <p>An employee required to work overtime on a Saturday, Sunday, rostered day off or public holiday prescribed in this award must be paid a minimum of four hours at the appropriate penalty rate.</p>	<p><b>19.3 Minimum payment</b></p> <p>An employee required to work overtime on a Saturday, Sunday, rostered day off or public holiday must be paid a minimum of four hours at the appropriate overtime rate.</p>

<p><b>26.4 Sunday and public holiday work</b></p> <p>Double time must be paid for work done on Sundays and double time and a half must be paid for work on any of the public holidays prescribed in this award.</p>	<p><b>19.4 Sunday and public holiday work</b></p> <p>(a) <b>Payment for Sunday work</b></p> <p>Work done on Sundays must be paid at <b>200%</b> of the ordinary hourly rate.</p> <p>(b) <b>Payment for public holiday work</b></p> <p>Work done on a public holiday must be paid at <b>250%</b> of the ordinary hourly rate.</p>
<p><b>26.5 Call-back</b></p> <p>(a) An employee recalled to work overtime after leaving the employer's business premises or the jobs at which the employee is engaged (whether notified before or after leaving) must be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.</p> <p>(b) This will not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.</p>	<p><b>19.5 Call-back</b></p> <p>(a) Subject to clause 19.5(b), an employee recalled to work overtime after leaving the employer's business premises or the jobs at which the employee is engaged (whether notified before or after leaving) must be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.</p> <p>(b) Clause 19.5(a) will not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.</p>
<p><b>26.6 Availability for duty</b></p> <p>Where an employee is on availability duty, the employee must be paid an availability for duty allowance of 8.8% of the weekly standard rate per week and if required to work must be paid at the appropriate rate for actual time worked.</p> <p>(a) <b>Availability duty</b> means that the employee concerned must be available to the employer by means of telephone at any time the employee is receiving the availability for duty allowance.</p> <p>(b) <b>Actual time worked</b> means the time taken from leaving the employee's home to return thereto and in the case of a single call out, the employee must be paid for a minimum of two hours at the appropriate rate.</p>	<p><b>19.6 Availability for duty</b></p> <p>Where an employee is on availability duty, the employee must be paid an availability for duty allowance of <b>\$67.31</b> per week and if required to work must be paid at the appropriate rate for actual time worked.</p> <p>(a) <b>Availability duty</b> means that the employee concerned must be available to the employer by means of telephone at any time the employee is receiving the availability for duty allowance.</p> <p>(b) <b>Actual time worked</b> means the time taken from leaving the employee's home to return thereto and in the case of a single call out, the employee must be paid for a minimum of two hours at the appropriate rate.</p>

<p><b>27. Breaks</b></p> <p><b>27.1 Meal breaks and rest breaks</b></p> <p>(a) An employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every six hours worked.</p> <p>(b) A shiftworker will be entitled to a paid meal break of 20 minutes per shift.</p> <p>(c) Meal breaks will be at the discretion of the employer.</p> <p>(d) Provided that an employee must not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be as near as practicable to the middle of the period of duty or shift in lieu thereof.</p>	<p><b>14. Breaks</b></p> <p><b>14.1 Meal breaks and rest breaks</b></p> <p>(a) An employee, other than a shiftworker, is entitled to an unpaid meal break of at least 30 minutes after every six hours worked.</p> <p>(b) A shiftworker is entitled to a paid meal break of 20 minutes per shift.</p> <p>(c) Meal breaks will be at the discretion of the employer. Provided that an employee must not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be as near as practicable to the middle of the period of duty or shift.</p>
<p><b>27.2 Payment for work during meal break</b></p> <p>(a) Except as provided in clause 27.2(b), for all work done during the normal meal break and thereafter until a meal break is allowed, time and a half rates must be paid.</p> <p>(b) Subject to the provisions of clause 27.1, an employee employed on regular maintenance work must work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.</p>	<p><b>14.2 Payment for work during meal break</b></p> <p>(a) Except as provided in clause 14.2(b), all work done during the normal meal break and thereafter until a meal break is allowed, must be paid at <b>150%</b> of the ordinary hourly rate.</p> <p>(b) Subject to the provisions of clause 14.1, an employee employed on regular maintenance work must work during meal breaks at the ordinary hourly rate whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.</p>
<p><b>27.3 Rest breaks during overtime</b></p> <p>(a) An employee must be allowed a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break. Provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed rest break, if occurring between 10.00 am and 1.00 pm, must be paid at ordinary rates.</p> <p>(b) The employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that</p>	<p><b>14.3 Rest breaks during overtime</b></p> <p>(a) An employee must be allowed a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break. Provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed rest break, if occurring between 10.00 am and 1.00 pm, must be paid at the ordinary hourly rate.</p> <p>(b) The employer and an employee may agree to any variation of clause 14.3(a) to meet the circumstances of the workplace, provided that the</p>

the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.	employer is not required to make any payment in excess of or less than what would otherwise be required under clause 14.3(a).
<p><b>27.4 Minimum break between work on successive days or shifts</b></p> <p><b>(a) Employees other than shiftworkers</b></p> <p><b>(i)</b> When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.</p> <p><b>(ii)</b> An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.</p> <p><b>(iii)</b> If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.</p> <p><b>(b) Shiftworkers</b></p> <p>For shiftworkers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 27.4(a)(i) to (iii) above.</p>	<p><b>14.4 Minimum break between work on successive days or shifts</b></p> <p><b>(a) Employees other than shiftworkers</b></p> <p><b>(i)</b> When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off work between work on successive working days.</p> <p><b>(ii)</b> An employee (other than a casual employee) who works so much overtime between the termination of work on one day and the commencement of work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.</p> <p><b>(iii)</b> If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.</p> <p><b>(b) Shiftworkers</b></p> <p>For shiftworkers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 14.4(a)(i) to (iii) above.</p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>28. Annual leave</b></p> <p><b>28.1 Leave entitlement</b></p> <p><b>(a)</b> Annual leave is provided for in the NES.</p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>20. Annual leave</b></p> <p><b>20.1 Leave entitlement</b></p> <p><b>(a)</b> Annual leave is provided for in the NES.</p>

<p>(b) For the purpose of the additional week of annual leave provided for in the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p>	<p>(b) For the purpose of the additional week of annual leave provided for in the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p>
<p><b>28.2 Payment for annual leave</b></p> <p>(a) The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.</p> <p>(b) Instead of the base rate of pay specified in the NES, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period, exclusive of payments in respect of overtime, special rates, travel and fares or any other payment which might have been payable to the employee as a reimbursement for expenses incurred</p>	<p><b>20.2 Payment for annual leave</b></p> <p>(a) The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.</p> <p>(b) Instead of the base rate of pay specified in the NES, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period, exclusive of payments in respect of overtime, special allowances, travel and fares or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p>
<p><b>28.3 Annual leave loading</b></p> <p>In addition to the payment provided for in clause 28.2, an employer is required to pay an additional leave loading as follows:</p> <p>(a) <b>Day work</b></p> <p>When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the payment under clause 28.2.</p> <p>(b) <b>Shiftwork</b></p> <p>Where the employee would have received shift loadings had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than a loading of 17.5% of the payment under clause 28.2, then the shift loadings must be added to the rate of wage prescribed by this subclause instead of the 17.5% loading.</p>	<p><b>20.3 Annual leave loading</b></p> <p>In addition to the payment provided for in clause 20.2, an employer is required to pay an additional leave loading as follows:</p> <p>(a) <b>Day work</b></p> <p>When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the payment under clause 20.2.</p> <p>(b) <b>Shiftwork</b></p> <p>Where the employee would have received shift loadings had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than a loading of 17.5% of the payment under clause 20.2, then the shift loadings must be added to the rate of wage prescribed by this subclause instead of the 17.5% loading.</p>



<p>(c) <b>Annual leave loading on termination</b></p> <p>The leave loading prescribed will also apply to proportionate leave on termination but will not apply where an employee is dismissed by the employer for reasons of malingering, inefficiency, neglect of duty, misconduct or refusing duty.</p>	<p>(c) <b>Annual leave loading on termination</b></p> <p>The leave loading prescribed will also apply to proportionate leave on termination but will not apply where an employee is dismissed by the employer for reasons of malingering, inefficiency, neglect of duty, misconduct or refusing duty.</p>
<p><b>28.4 Taking of annual leave during close-downs etc.</b></p> <p>(a) An employer may, by two months' notice in writing, declare that the establishment, project or business will observe a complete Christmas–New Year close-down. An employee will, provided that the employee has been employed continuously for one week or more, be entitled to leave on a pro rata basis for each week of continuous service and such an employee may be stood down for the duration of the close-down period, provided that any such employee must be paid for all public holidays occurring during the close-down period.</p> <p>(b) Employees will be entitled to be paid for public holidays during the close-down.</p> <p>(c) Unpaid leave taken does not break service of an employee and is not an <b>excepted period</b> as per the NES.</p> <p>(d) An employee who has been employed continuously for one week or more will be entitled to leave on a pro rata basis for each week of continuous service and such an employee may be stood down for the duration of the close-down period, provided that any such employee must be paid for all public holidays occurring during the close-down period.</p> <p>(e) <b>Close-down</b> means a period of not less than two consecutive weeks and not more than four consecutive weeks, inclusive of public holidays.</p>	<p><b>20.4 Taking of annual leave during close-downs etc.</b></p> <p>(a) An employer may, by two months' notice in writing, declare that the establishment, project or business will observe a complete Christmas–New Year close-down.</p> <p>(b) Employees will be entitled to be paid for public holidays during the close-down.</p> <p>(c) Unpaid leave taken does not break service of an employee and is not an <b>excepted period</b> as per the NES.</p> <p>(d) An employee who has been employed continuously for one week or more will be entitled to leave on a pro rata basis for each week of continuous service and such an employee may be stood down for the duration of the close-down period, provided that any such employee must be paid for all public holidays occurring during the close-down period.</p> <p>(e) <b>Close-down</b> means a period of not less than two consecutive weeks and not more than four consecutive weeks, inclusive of public holidays.</p>
<p><b>28.5 Taking of annual leave on excessive accrual</b></p> <p>(a) An employer may direct an employee to take paid annual leave if the employee has accrued more than eight weeks, or in the case of continuous shiftworkers 10 weeks, and the employer and employee are unable to reach agreement on the taking of the leave. An employer must give an employee at least 28 days' notice prior to</p>	<p><b>20.5 Taking of annual leave on excessive accrual</b></p> <p>(a) An employer may direct an employee to take paid annual leave if the employee has accrued more than eight weeks, or in the case of continuous shiftworkers 10 weeks, and the employer and employee are unable to reach agreement on the taking of the leave. An employer must give an employee at least 28 days' notice prior to the</p>

<p>the date the employee is required to commence the leave.</p> <p>(b) The amount of annual leave the employee is directed to take must be no greater than 25% of the amount of leave accrued.</p>	<p>date the employee is required to commence the leave.</p> <p>(b) The amount of annual leave the employee is directed to take must be no greater than 25% of the amount of leave accrued.</p>
<p><b>28.6 Taking of annual leave over an extended period</b></p> <p>An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example, it may be agreed the leave period is doubled and taken on half pay.</p>	<p><b>20.6 Taking of annual leave over an extended period</b></p> <p>An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example, it may be agreed the leave period is doubled and taken on half pay.</p>
<p><b>28.7 Leave in advance</b></p> <p>(a) An employee may agree with their employer to take annual leave in advance of an entitlement accruing under Division 6 of the NES. Where this occurs, the employee's leave balance will be reduced by an amount equivalent to the leave taken in advance as the employee's entitlement to paid annual leave accrues.</p> <p>(b) The employer may deduct from the employee's termination payments, leave taken in advance where the entitlement to that leave has not accrued as at the date of termination.</p>	<p><b>20.7 Leave in advance</b></p> <p>(a) An employee may agree with their employer to take annual leave in advance of an entitlement accruing under Division 6 of the NES. Where this occurs, the employee's leave balance will be reduced by an amount equivalent to the leave taken in advance as the employee's entitlement to paid annual leave accrues.</p> <p>(b) The employer may deduct from the employee's termination payments, leave taken in advance where the entitlement to that leave has not accrued as at the date of termination.</p>
<p><b>29. Personal/carer's leave and compassionate leave</b></p> <p><b>29.1</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p><b>29.2</b> Where an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's all-purpose rate of pay for the employee's ordinary hours of work in that period.</p>	<p><b>21. Personal/carer's leave and compassionate leave</b></p> <p><b>21.1</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p><b>21.2</b> Where an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's ordinary hourly rate of pay for the employee's ordinary hours of work in that period.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p><b>22. Parental leave and related entitlements</b></p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p><b>30. Community service leave</b></p> <p>Community service leave is provided in the NES.</p>	<p><b>24. Community service leave</b></p> <p>Community service leave is provided in the NES.</p>

<p><b>31. Public holidays</b></p> <p><b>31.1 National Employment Standards</b></p> <p>Employees are entitled to public holidays in accordance with Division 10 of the NES, except that the rate of pay for public holidays will be the all-purpose hourly wage rate.</p> <p><b>31.2 Substitution of public holidays</b></p> <p>An employer and a majority of affected employees or an individual employee may reach agreement, in writing, to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under Division 10 of the NES.</p> <p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p><b>23. Public holidays</b></p> <p><b>23.1 National Employment Standards</b></p> <p>Employees are entitled to public holidays in accordance with Division 10 of the NES, except that the rate of pay for public holidays will be the ordinary hourly rate.</p> <p><b>23.2 Substitution of public holidays</b></p> <p>An employer and a majority of affected employees or an individual employee may reach agreement, in writing, to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under Division 10 of the NES.</p> <p><b>23.2 Part-day public holidays</b></p> <p>For provisions relating to part-day public holidays see Schedule G—2015 Part-day public holidays.</p>
<p><b>Schedule A—Transitional Provisions</b></p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p><b>Schedule B—Classification Definitions</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Schedule A—Classification Definitions</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>Schedule C—Supported Wage System</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Schedule E—Supported Wage System</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>Schedule D—National Training Wage</b></p> <p><b>Appendix D1: Allocation of Traineeships to Wage Levels</b></p> <p><i>Provision not reproduced</i></p>	<p><b>Schedule F—National Training Wage</b></p> <p><i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p><a href="#">Link to comparison document</a></p>
<p><b>Schedule E—School-based Apprentices</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Schedule D—School-based Apprentices</b></p> <p><i>Provision not reproduced - no change</i></p>

<b>Schedule F —2015 Part-day Public Holidays</b> <i>Provision not reproduced - no change</i>	<b>Schedule G—2015 Part-day Public Holidays</b> <i>Provision not reproduced - no change</i>
<i>Clause inserted - proposed new provision</i>	<b>Schedule B—Summary of Hourly Rates of Pay</b> <i>Provision not reproduced</i>
<i>Clause inserted - proposed new provision</i>	<b>Schedule C—Summary of Monetary Allowances</b> <i>Provision not reproduced</i>