

**The Contract Call Centres Award—Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:**

<b>Publication date</b>	<b>Reason for amendments</b>	<b>Clauses affected</b>
14 October 2019	Incorporating changes resulting from <a href="#">[2015] FWCFB 4658</a> at [57]	18
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1255</a> at [41]	A.2.1
	Incorporates changes resulting from <a href="#">[2019] FWCFB 2548</a> , <a href="#">PR706938</a>	33
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1333</a> at [35]	1.5 (deleted)
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	Incorporating changes resulting from <a href="#">[2019] FWCFB 5144</a>	26
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	Incorporating changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.3, 4.4, 13.8, 15, 21, 27.4(b)
	Incorporating changes resulting from <a href="#">[2019] FWCFB 6935</a>	B.2.3 (deleted)
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles, and clause content in accordance with <a href="#">[2019] FWCFB 5409</a> at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 4.4, 9, 10, 11, 14, 15, 16.2, 1, 18.3, Part 5—, 20, Part 6—, 21.2, 22, 22.4, 27, 27.7, Part 8—, 32, 31, 33, Schedule C, Schedule E, Schedule D— NTW (deleted), Schedule G (deleted), Schedule H
Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 16, 29	
19 February 2020	<a href="#">[2019] FWCFB 4368</a> , <a href="#">[2019] FWCFB 8583</a> , <a href="#">PR716595</a>	7.2, 17, Schedule H
	<a href="#">[2019] FWCFB 8569</a>	1.1, 15.1, 15.6, 18.1, 18.3(h)(ii), 20.1(a), 20.9, B.1.1, B.2.1
	Incorporating changes resulting from <a href="#">[2019] FWCFB 8491</a> at [18]; <a href="#">PR715115</a>	H.2

	Incorporating changes resulting from <a href="#">[2020] FWCFB 690</a>	13.8(c), 13.9(a), 13.12, 20.7(e), 21.2, 23, 24, 33.3, B.1.1, B.2.1
	Administrative change by Modern Awards team	2

## EXPOSURE DRAFT

### Contract Call Centres Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Contract Call Centres Award 2010** (Call Centres award) as at 18 December 2015 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Call Centres award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/222](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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DRAFT

## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Contract Call Centres Award 20XX20*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

In this award, unless the contrary intention appears:

[Act](#) means the *Fair Work Act 2009* (Cth).

**afternoon shift** means any shift finishing after 7.00 pm and at or before midnight.

~~C~~**contract call centre industry** has the meaning given in clause 4.2.

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

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

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

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

**minimum hourly rate** means the minimum weekly rate in clause 15—Minimum rates divided by 38 and rounded to the nearest cent.

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

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

**night shift** means any shift finishing after midnight and at or before 9.00 am.

**standard rate** means the minimum weekly rate prescribed for the Clerical and Administration Officer Level 3/Customer Contact Officer 2 in clause 15.1.

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

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 4. Coverage

- 4.1 This industry award applies throughout Australia to employers of employees in the contract call centre industry who are covered by the classifications in this award and to those employees.

#### 4.2 Contract call centre industry means:

- (a) any business whose principal function is supplying inbound or outbound customer contact services to a number of clients, on a contract basis, and whose business is independent of the client; and
- (b) any business which supplies labour to a business in the contract call centre industry on a labour hire basis in respect of any such labour hire employees while engaged in the performance of work for a business in the contract call centre industry.

- 4.3 **Customer contact services** means any inbound or outbound work, including telephone sales, using the telephone or other telecommunication devices such as facsimiles, the internet or email.

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

#### 4.5 This award does not apply to:

- (a) any business or part of a business which is not a business in the contract call centre industry (as defined); or
- (b) any business or part of a business in which the customer contact services are carried out within that business and for that business, except in the case of a business in the contract call centre industry; or
- (c) any person who is a director or manager of an employer or a person to whom such person has delegated the right to engage and terminate the employment of employees.

#### 4.6 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

## **5. Individual flexibility arrangements**

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

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

**5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**5.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

**5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).
- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.



## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

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

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

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

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

### **6.2 Responding to the request**

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

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

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

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

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

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

- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

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

#### 6.5 Dispute resolution

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

### 7. Facilitative provisions

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

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

Clause	Provision	Agreement between an employer and:
13.7	Flexibility in relation to working hours	An individual or the majority of employees
13.8	Flexibility in relation to Sunday work	An individual
14.4	Flexibility in relation to meal breaks	An individual or the majority of employees
16.2	Flexibility in relation to pay periods	An individual or the majority of employees
<del>17.8(b)</del>	<del>Payment of wages</del>	An individual
17	<u>Annualised wage arrangements</u>	
18.3(e)(i)	Payment for travelling	An individual
20.5	Time off instead of payment for overtime	An individual
22.9	Annual leave in advance	An individual
22.11	Cashing out of annual leave	An individual
27.3	Substitution of certain public holidays	An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

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

### 9. Full-time employees

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

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

### 10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work less than 38 ordinary hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, award pay and conditions equivalent to those of full-time employees on the basis that ordinary weekly hours for full-time employees are 38.

10.2 A part-time employee must be paid for ordinary hours worked at the minimum hourly rate prescribed by clause 15—Minimum rates for their classification.

10.3 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.

10.4 Overtime will be payable to part-time employees in accordance with clause 20—Overtime for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the employee, provided that:

- (a) a part-time employee is not entitled to be paid overtime rates on a day until they have worked at least an equivalent number of hours that day to an equivalent full-time employee in the relevant section of the enterprise; and
- (b) a part-time employee must not work more than 38 hours in any week at ordinary rates.

10.5 A full-time employee may convert to part-time if agreed by the employer and the employee.

## 11. Casual employees

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

11.2 Employment of a casual employee may be terminated by an hour's notice given either by the employer or the employee, or by the payment or forfeiture of an hour's wage as the case may be.

11.3 On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of 3 hours' work.

11.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements under Subdivision B and C of Division 7 of the [NES](#) concerning carer's leave and compassionate leave for a casual employee. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

### 11.5 Casual loading

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

- (a) the minimum hourly rate; and
  - (b) a loading of 25% of the minimum hourly rate,
- for the classification in which they are employed.

### 11.6 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.6 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.6(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.6, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clause 10—Part-time employees.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.6.
- (o) Nothing in clause 11.6 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.6 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.6 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.6 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.6(q).

## **12. Classifications**

- 12.1** A definition of the classifications under this award is set out in Schedule A—Classification Structure and Definitions of this award.
- 12.2** All employees covered by this award must be classified according to the structure set out in Schedule A—Classification Structure and Definitions and paid the minimum wage in clause 15—Minimum rates.
- 12.3** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.
- 12.4** Employers must advise their employees in writing of their classification and of any changes to their classification.

## **Part 3—Hours of Work**

### **13. Ordinary hours of work and rostering**

- 13.1** The ordinary hours of work are to be an average of 38 per week (or up to 38 hours for casual employees).
- 13.2** Except as provided for in clause 13.7(a)(ii), an employee must not be required to work more than 10 ordinary hours per day.
- 13.3** Except as provided for in clause 13.7(a)(iii) the ordinary hours of an employee must not exceed 152 hours in 28 consecutive days.

### 13.4 Method of arranging ordinary hours

The method of arranging ordinary hours may be:

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

### 13.5 Alteration to hours of work

- (a) Subject to the employer's right to fix the daily hours for day work within the spread of hours referred to in clause 13.6 and the right to require employees to work shifts on existing rosters, ordinary hours once determined may be altered:
  - (i) by the employer giving one week's notice of the requirement to change the arrangement of hours or the shift roster;
  - (ii) by the employer giving 48 hours' notice to the employee in the case of an emergency;
  - (iii) by mutual agreement between the employees concerned and their employer; or
  - (iv) at the discretion of the employer, employees may be permitted to exchange shifts or days off to perform duty for another employee. In such circumstances the employer is not required to make any additional payment.
- (b) Provided where an employee receives notice under clause 13.5(a)(i) or (ii) and significant concerns are raised about the alteration of their hours of work due to their personal or family circumstances, the employer will consult with the employee about such concerns.

### 13.6 Spread of ordinary hours of work

- (a) Subject to clause 13.6(b), except as provided for in clause 13.7(a)(i), the ordinary hours of work for day work must be worked between the following spread of hours:
  - (i) Monday to Friday—7.00 am to 7.00 pm; and
  - (ii) Saturday—all day (i.e. midnight on Friday to midnight on Saturday).
- (b) Employees may be required to work ordinary hours outside the spread of hours in clause 13.6(a)(i) or 13.6(a)(ii) subject to payment of the penalty rates in clause 21.1.

- (c) Any work performed by an employee prior to the spread of hours which is continuous with ordinary hours is to be regarded as part of the 38 ordinary hours of work.

### 13.7 Flexibility in relation to working hours

- (a) The following forms of flexibility may be implemented in respect of all employees in a workplace or section(s) thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between the employer and an individual employee:
  - (i) the spread of hours in clauses 13.6(a)(i) and 13.6(a)(ii) may be altered by up to one hour at one or both ends of the daily spread;
  - (ii) in excess of 10 hours and up to 12 hours of ordinary time may be worked per day or shift. The implementation of 12 hour days or shifts is subject to the provisions of clause 13.12;
  - (iii) a roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (b) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of individual agreement.
- (c) Where an agreement is reached in accordance with clause 13.7, the agreement must be recorded in the time and wages records.

### 13.8 Flexibility in relation to Sunday work

- (a) By agreement between an individual employee and the employer, the days on which ordinary hours are worked may include Sunday between 7.00 am and 7.00 pm, subject to the penalty rate in clause 21.1.
- (b) Where an agreement is reached in accordance with clause 13.8(a), the agreement must be recorded in the time and wages records.
- (c) The provisions of clause 13.8(a) and 13.8(b) are not applicable to employees who work day work as part of a rotating roster which incorporates a cycle of day work, afternoon shifts and/or night shifts. In such circumstances, the ordinary hours of work will be worked at the discretion of the employer on any days of the week, Monday to Sunday, subject to clause 13.5 and the ~~penalties~~ penalty rates in clause 21.1.

### 13.9 Provisions applicable only to afternoon or night shifts

- (a) The ordinary hours of work for afternoon and night shiftworkers will be worked at the discretion of the employer on any days of the week, Monday to Sunday, subject to clause 13.5 and the applicable ~~penalty~~ penalty rate in clauses 21.1(a), 21.2(b) and 21.2(c).
- (b) For the purposes of this award:



- (i) subject to clause 21.2(a), **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight; and
- (ii) **night shift** means any shift finishing after midnight and at or before 9.00 am.

### 13.10 Daylight saving

For work performed which spans the start and finish times of a system of daylight saving as prescribed by relevant State legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

### 13.11 Make-up time

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

### 13.12 Twelve hour days or shifts

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

- (a) Proper health monitoring procedures being introduced;
- (b) Suitable roster arrangements being made;
- (c) Proper supervision being provided;
- (d) Adequate breaks being provided, including at least one paid meal break per day or shift of at least 20 minutes duration; and
- (e) An adequate trial or review process being implemented.

## 14. Breaks

- 14.1 Where practicable, an employee must not be required to work for more than 5 hours without a break for a meal, except as provided for in clauses 13.11 and 14.4.
- 14.2 The meal break will be for a period of not less than 30 minutes and not more than 60 minutes and will be unpaid.
- 14.3 An employee directed by the employer to work in excess of 5 hours without a meal (or such period as extended in accordance with clause 14.4) must be:
  - (a) paid at the rate of **150%** of the minimum hourly rate for the meal period; and

- (b) permitted to have the employee’s usual meal period as soon as possible after the prescribed meal period, without deduction from the employee’s wage.

**14.4 Flexibility in relation to meal breaks**

- (a) Employees may work in excess of 5 hours but not more than 6 hours without a meal break by agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between the employer and an individual employee.
- (b) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.

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

**Part 4—Wages and Allowances**

**15. Minimum rates**

**15.1 Adult employee rates**

Adult employees, except where otherwise provided in this award, will be entitled to receive the salary for the relevant classification as set out in the table below:

<b>Classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Customer Contact Trainee	791.30	20.82
Clerical and Administration Officer Level 1	791.30	20.82
Customer Contact Officer Level 1	818.50	21.54
Clerical and Administration Officer Level 2	818.50	21.54
Customer Contact Officer Level 2	862.50	22.70
Clerical and Administration Officer Level 3	862.50	22.70
Principal Customer Contact Specialist	917.40	24.14
Customer Contact Team Leader	941.10	24.77
Clerical and Administration Officer Level 4	941.10	24.77
Principal Customer Contact Leader	1,009.00	26.55
Clerical and Administration Officer Level 5	1,009.00	26.55
Contract Call Centre Industry Technical Associate	1,090.50	28.70

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

~~See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.~~

## 15.2 Junior rates

Junior employees must be paid the following percentage of the minimum rate for their classification in clause 15.1:

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

## 15.3 Absence from duty

Unless a provision of this award or the [Act](#) states otherwise (e.g. personal/carer’s leave), an employee not attending for duty will lose pay for the actual time of such non-attendance.

## 15.4 Higher duties

An employee required by the employer to perform the duties of a position at a classification higher than their appointed role, for a continuous period of at least one ordinary rostered day or shift, will be paid at the rate applicable to that higher level for the period worked.

## 15.5 Supported wage system

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

## 15.6 National training wage

- (a) Schedule E to the [Miscellaneous Award 2010](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 2010](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 2010](#) is to be read as referring to the *Contract Call Centres Award 2020* and not the [Miscellaneous Award 2010](#).

## 16. Payment of wages

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

### 16.1 Period and method of payment

- (a) At the election of the employer, wages may be paid weekly or fortnightly.
- (b) Notwithstanding anything in clause 16, if there is an existing practice in place as at 31 December 2009 then an employer is permitted to continue with this practice.
- (c) Wages must be paid according to either:
  - (i) the average number of ordinary hours worked per pay period; or
  - (ii) the actual ordinary hours worked each pay period.
- (d) Wages must be paid by cash, cheque or to the credit of the employee's account in a bank or other recognised financial institution.
- (e) Where the pay day falls on a public holiday, employees must be paid on the working day prior to the normal pay day.

### 16.2 Flexibility in relation to pay periods

- (a) An employer may pay wages 4 weekly or monthly subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between an employer and an individual employee.
- (b) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of individual agreement.

### 16.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer

makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

## **17. Annualised wage arrangements**

### **17.1 Annualised wage arrangements for higher classifications**

- (a) The provisions of clause 17 will apply to the following classifications:**
- (i) Customer contact stream—Principal Customer Contact Leader;**
  - (ii) Clerical and administration stream—Clerical and Administration Employee-Level 5; and**
  - (iii) Contract Call Centre Industry Technical Associate.**

### **17.2 Annualised wage instead of award provisions**

- (a) An employer may pay a full-time employee an annualised wage in satisfaction, subject to clause 17.2(c), of any or all of the following provisions of the award:**
- (i) clause 13—Ordinary hours of work and rostering;**
  - (ii) clause 14—Breaks;**
  - (iii) clause 15.1—Adult employee rates;**
  - (iv) clause 15.4—Higher duties**
  - (v) clause 16—Payment of wages;**
  - (vi) clause 18—Allowances;**
  - (vii) clause 20—Overtime;**
  - (viii) clause 21—Penalty rates**
  - (ix) clause 22.5—Annual leave loading; and**
  - (x) clause 27.4—Payment for time worked on a public holiday.**
- (b) Where an annualised wage is paid the employer must advise the employee in writing, and keep a record of:**
- (i) the annualised wage that is payable;**
  - (ii) which of the provisions of this award will be satisfied by payment of the annualised wage;**

- (iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and
- (iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 17.2(c).
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified pursuant to clause 17.2(b)(iv), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.

### **17.3 Annualised wage not to disadvantage employees**

- (a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The employer must each 12 months from the commencement of the annualised wage arrangement or upon the termination of employment of the employee calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.
- (c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement for the purpose of undertaking the comparison required by clause 17.3(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

### **17.4 Base rate of pay for employees on annualised wage arrangements**

For the purposes of the NES, the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 15—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

## **17. Annual salary arrangements for higher classifications**

**17.1**—The provisions of clause 17.2 will apply to the following classifications:

- ~~(a) Customer contact stream—Principal Customer Contact Leader;~~

- ~~(b) Clerical and administration stream—Clerical and Administration Employee—Level 5; and~~
- ~~(c) Contract Call Centre Industry—Technical Associate.~~

~~17.2 Employees on annual salary arrangements will be compensated for any payments arising from the following award provisions in accordance with the provisions of clause 17.3:~~

- ~~(a) Clause 13—Ordinary hours of work and rostering;~~
- ~~(b) Clause 14—Breaks;~~
- ~~(c) Clause 16—Payment of wages;~~
- ~~(d) Clause 15.4—Higher duties;~~
- ~~(e) Clause 18—Allowances;~~
- ~~(f) Clause 20—Overtime;~~
- ~~(g) Clause 21—Penalty rates;~~
- ~~(h) Clause 22.5—Annual leave loading;~~
- ~~(i) Clause 27.4—Payment for time worked on a public holiday.~~

~~17.3 The following obligations apply to employers in relation to the higher classifications set out in clause 17.1:~~

- ~~(a) The ordinary hours of work of employees in those classifications set out in clause 17.1 should not exceed the ordinary hours of duty in the particular industry or sector of industry in which the employee is employed. Employers will compensate for:
  - ~~(i) time worked regularly in excess of ordinary hours of duty;~~
  - ~~(ii) time worked on public holidays;~~
  - ~~(iii) time spent standing by in readiness for a call back;~~
  - ~~(iv) time spent carrying out duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or~~
  - ~~(v) time worked on afternoon, night or weekend shifts;~~~~
- ~~(b) either by:
  - ~~(i) taking this factor into account in the fixation of annual remuneration;~~
  - ~~(ii) granting special additional remuneration;~~
  - ~~(iii) granting a special allowance or loading; or~~
  - ~~(iv) granting other compensation such as special additional leave.~~~~

~~17.4—An employee must be advised in writing upon engagement, or in any other case upon a request being made in writing to the employer, of the method of compensation being used and the normal starting and finishing times in the relevant establishment. The methods of compensation are set out in clause 17.3(b). The provisions of clauses 17.3(a) and 17.3(b) are to be used as the basis for the calculation of the annual salary. If the employer is compensating the employee by a method identified in clause 17.3(b), the employer must identify the special additional remuneration, allowance or loading which is being paid.~~

~~17.5—Salary review~~

~~An employee's salary will be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the factors in clause 17.3(a).~~

~~17.6—Transfers~~

~~An employee transferred permanently from day work to shiftwork or from shiftwork to day work, should receive at least one month's notice. However, the employer and the employee may agree on a lesser period of notice.~~

~~17.7—Reasonable time in excess of ordinary hours~~

~~(a)—Subject to clause 17.7(b) an employer may require an employee to work a reasonable amount of time in excess of ordinary hours of duty. The method of compensation must be in accordance with clause 17.3(b).~~

~~(b)—An employee may refuse to work time in excess of ordinary hours of duty in circumstances where the working of such additional time would result in the employee working hours which are unreasonable having regard to:~~

~~(i)—any risk to the employee's health and safety;~~

~~(ii)—the employee's personal circumstances including family responsibilities;~~

~~(iii)—the needs of the workplace or enterprise;~~

~~(iv)—the notice (if any) given by the employer of the additional time which is required to be worked and by the employee of their intention to refuse it;~~

~~(v)—the employee's compensation; and~~

~~(vi)—any other relevant matter.~~

~~17.8—Payment of wages~~

~~(a)—At the election of the employer, wages may be paid weekly or fortnightly or in accordance with existing practices.~~

~~(b)—Where agreement is reached with an individual employee, wages may be paid 4 weekly or monthly. This agreement may be reached at the time when the employee commences employment, but is not limited to such time.~~



### **17.9—Annual leave loading**

~~In addition to the annual leave payments specified in the NES, employees must be paid an annual leave loading of 17.5%. However, where an employer, in determining the total remuneration of an employee can demonstrate that it has taken into account that an annual leave loading will not be paid to the employee because the total remuneration has been fixed having regard to this fact or because other benefits related to annual leave of equal value have been granted by the employer, an entitlement to the annual leave loading will not accrue.~~

## **18. Allowances**

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

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

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

### **18.2 Wage-related allowances**

#### **(a) First aid allowance**

An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body must be paid a weekly allowance of **\$16.73** if appointed by their employer to perform first aid duties.

### **18.3 Expense-related allowances**

#### **(a) Motor vehicle allowance**

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

#### **(b) Telephone allowance**

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

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

**(c) Meal allowance**

- (i) An employee is entitled to a meal allowance of **\$14.34** on each occasion that the employee is entitled to a rest break in accordance with clause 20.3, except in the following circumstances:
- if the employee was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
  - if the employee lives in the same locality as the enterprise and could reasonably return home for meals.
- (ii) If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to do less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

**(d) Distant work/travelling time payment**

- (i) All reasonable out of pocket expenses as detailed in clause 18.3(f), incurred in connection with the employer's business authorised by the employer and properly paid by the employee must be reimbursed by the employer.
- (ii) Except as elsewhere provided in this award, an employee directed by the employer to travel in the employee's own time to transact company business must be paid travelling time and all expenses incurred while so travelling in accordance with clause 18.3(e). Further, an employee sent by their employer from their usual locality to another and required to remain away from their usual residence will be paid expenses while so absent from their usual locality.
- (iii) An employee is not entitled to be paid for travelling in the employee's accustomed workplace or territory. In circumstances where an employee is required to work away from the accustomed workplace or territory and travels in the employee's own time to reach such place, the employee will be entitled to be paid for the time reasonably spent in travelling to such place in excess of that which would be spent travelling from home to the accustomed workplace or boundary of the accustomed territory.

**(e) Payment for travelling**

- (i) The amount of pay for an employee travelling outside of ordinary hours will be their ordinary rate of pay. Agreement may be reached between an employer and an individual employee on time off being taken instead of payment for travelling at a time or times agreed with the employer. Travelling time taken as time off will be on the basis of one hour off for each hour travelled outside of ordinary hours.
- (ii) The maximum travelling time to be paid will be 12 hours out of every 24 hours, or where a sleeping berth is provided by the employer for all-night travel, 8 hours out of every 24.

**(f) Expenses**

Expenses for the purposes of clause 18.3(d)(ii) means:

- (i) all fares reasonably incurred at the following standard;
  - **rail:** first class (including the provision of a sleeping berth where available for all-night travel);
  - **air:** economy class for all journeys.
- (ii) reasonable expenses incurred while travelling including **\$14.34** for each meal taken (except where the cost of the meal is included in the fare); and
- (iii) reimbursement of the cost incurred for lodging of at least reasonable hotel/motel standard.

**(g) Relocation expenses**

- (i) Where an employee is transferred to another location or another state, the cost of removal expenses reasonably incurred must be paid for by the employer. An employee who transfers at their own request may be required to pay their own expenses.
- (ii) Where an employee is directed by the employer to another locality for employment:
  - which can be reasonably regarded as permanent;
  - involving a change of residence; and
  - where the employee is in the process of buying a place of residence in that new location,the employee must be reimbursed for the cost of accommodation for up to 6 weeks.
- (iii) Where the employee can show to the satisfaction of the employer that the employee has taken all reasonable steps to obtain a place of residence of a similar nature and standard to that which the employee previously enjoyed and without success, then the abovementioned period may be extended to a period not exceeding 3 months.
- (iv) Where an employee is not in the process of buying a place of residence, the employer must provide suitable accommodation for up to 4 weeks.
- (v) The provisions of clauses 18.3(g)(i), 18.3(g)(ii), and 18.3(g)(iii) will cease to apply immediately when the employee assumes a new place of residence or when the purchase has been completed, whichever is sooner.
- (vi) For the purposes of clause 18.3(g), accommodation will be limited to the provision of suitable housing.

**(h) Safe travel allowance**

- (i) When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with transport home, or pay them their current wage for the time reasonably spent in reaching home.
- (ii) The provisions of clause 18.3(h)(i) do not apply if:
- reasonable means of transport are available to the employee; or
  - where the employee was notified no later than the previous day or previous rostered shift that they would be required to work overtime or a shift for which they have not been regularly rostered and the employee has made or could have made reasonable transport arrangements.

~~See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances~~

## **19. Superannuation**

### **19.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **19.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **19.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) was made.

#### 19.4 Superannuation fund

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

- (a) AustralianSuper;
- (b) LUCRF;
- (c) CareSuper;
- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme;
- (e) any superannuation fund which was specified in an award or notional agreement preserving a State award that applied to the employee as at 31 December 2009 and is a fund that offers a MySuper product or is an exempt public sector scheme;
- (f) any complying fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), which the employer was using as a default fund as at 31 December 2009 and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

#### 19.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- (ii) the employee remains employed by the employer.

## Part 5—Overtime and Penalty Rates

### 20. Overtime

#### 20.1 Payment for working overtime

- (a) Except as provided in clause ~~10.3~~10.4, all work done in excess of the daily or weekly permissible number of ordinary hours an employee must be paid at the following rates:

For overtime worked on	% of minimum hourly rate
Monday to Saturday—first 3 hours	150
Monday to Saturday—after 3 hours	200
Sunday—all day	200

- (b) Where hours are averaged over a 4 week period the maximum number of ordinary hours before overtime rates apply is to be calculated on a 4 weekly rather than weekly basis.
- (c) Provided that employees who are late starting or are absent for part of their ordinary hours on unpaid leave must complete their ordinary hours for that day prior to the entitlement to overtime.

#### 20.2 Minimum payment

- (a) An employee required to work overtime on a Saturday or Sunday must be paid for a minimum of 3 hours at the appropriate rate except where the overtime is worked prior to or at the conclusion of ordinary hours of work.
- (b) In such circumstances, the employee will receive payment at the rate prescribed in clause 20.1 for the actual time worked.

#### 20.3 Rest break during overtime

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

#### 20.4 Rest period after working overtime

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

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

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

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

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

**(ii)** The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 20.4(b)(i):

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

**(c)** The provisions of clause 20.4 will not apply to call-backs or in circumstances where an employee provides service or support over the telephone or via remote access arrangements where the time worked is less than 3 hours during the call-back or each call-back. However, where the total number of hours worked on more than one call-back is 4 hours or more then the provisions of clause 20.4(b) will apply.

**20.5 Time off instead of payment for overtime**

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

**(b)** Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.5.

**(c)** An agreement must state each of the following:

- (i)** the number of overtime hours to which it applies and when those hours were worked;
- (ii)** that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii)** that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

- (iv) that any payment mentioned in clause 20.5(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.5 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.5(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.5 will apply, including the requirement for separate written agreements under clause 20.5(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.5 applies has not been taken, the



employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.5.

## **20.6 Call-back**

- (a) An employee called back to work overtime after leaving work must be paid a minimum of 3 hours at the appropriate overtime rate for each time called back, except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.
- (b) Provided that, the employee will not be required to work the full 3 hours if the job(s) called back to perform is/are completed within a shorter period.
- (c) Notwithstanding the above, where an employee has completed the call-back and left work and is recalled within the 3 hour minimum period for that call-back, the balance of the 3 hours minimum period for that call-back will be cancelled and the employee will only be paid up to the commencement of the next call-back. The employee will then be entitled to be paid for a minimum of 3 hours for the next call-back.
- (d) The provisions of clause 20.6 will not apply in circumstances where an employee provides service or support over the telephone or via remote access arrangements.
- (e) Overtime worked in circumstances specified in clause 20.6 will not be regarded as overtime for the purposes of clause 20.4 where the time worked is less than 3 hours during the call-back or each call-back. Provided that where the total number of hours worked on more than one call-back is 4 hours or more, then the provisions of clause 20.4(b) will apply.

## **20.7 Remote service/support**

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

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

- (b) The employee will not be required to work the full half an hour or one hour or one and a half hours if the work which the employer requires to be performed is completed within a shorter period.
- (c) If an employee has completed the job and finished work but is required to perform further work within the half hour, one hour or one and a half hours, the balance of the minimum period for that job will be cancelled and the employee will only be paid up to the commencement of the next work period. The employee will then be entitled to be paid for a minimum of half hour, one hour or one and a half hours as the case may be for the next work period.
- (d) Overtime worked in circumstances specified in clause 20.7 will not be regarded as overtime for the purposes of clause 20.4 where the time worked is less than 3 hours during the work period or each work period. Provided that where the total number of hours worked on more than one work period is 4 hours or more then the provisions of clauses 20.4(b) will apply.
- (e) Overtime worked in circumstances specified in clause 20.7 will not be regarded as overtime for the purposes of clause ~~20.5(a)~~ 20.6.

## 20.8 Stand-by

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

## 20.9 Rates not cumulative

~~20.10~~—The rates prescribed in clause 20 are in substitution for and not cumulative upon the ~~penalties-penalty rates~~ prescribed in clauses ~~21~~—Penalty rates and clause 27—Public holidays.

## 21. Penalty rates

### 21.1 Penalty rates for time worked outside the spread of ordinary hours Monday to Friday and on weekends

- (a) Except as provided for in clauses 13.7(a)(i) and 21.2(a) employees are entitled to the following penalty rates for ordinary time worked:

Ordinary hours worked <sup>1</sup> :		Full-time and part-time employees	Casual employees
		% of minimum hourly rate	
Monday to Friday	before 7.00 am	125	150
	after 7.00 pm	125	150

Ordinary hours worked <sup>1</sup> :		Full-time and part-time employees	Casual employees
		% of minimum hourly rate	
<b>Saturday</b>	between midnight Friday and midnight on Saturday	125	150
<b>Sunday</b>	between midnight Saturday and 7.00 am on Sunday (outside spread of ordinary hours)	175	200
	between 7.00 pm on Sunday and midnight on Sunday (outside spread of ordinary hours)	175	200
	between 7.00 am and 7.00 pm (inside spread of ordinary hours)	150	175

<sup>1</sup>Spread of ordinary hours is defined in clauses 13.6 and 13.8.

- (b) The penalty rates in clause 21.1(a) are not payable for periods of overtime or for time worked on public holidays.
- (c) The Monday to Friday penalty rates in clause 21.1(a) do not apply when the shift penalty rates apply in accordance with clause 21.2(a).
- (d) The Saturday and Sunday penalty rates in clause 21.1(a) apply in substitution for and are not cumulative upon the afternoon and night shift penalty rates prescribed in clause 21.2.

## 21.2 Shiftwork penalty rates

- (a) The shift penalty rates in clause 21.2 apply only to time worked on afternoon or night shift by employees who are designated by the employer as shiftworkers, in respect of the relevant roster period or shift.
- (b) Subject to clause 21.2(a):
  - (i) employees on an afternoon shift will be paid **115%** of the minimum hourly rate; and
  - (ii) except as provided for in clause 21.2(c), employees on a night shift will be paid **115%** of the minimum hourly rate.
- (c) Subject to clause 21.2(a), an employee who:
  - (i) during a period of engagement on shiftwork, works night shift only;
  - (ii) remains on night shift for a longer period than 4 consecutive weeks; or

- (iii) works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the employee at least one third of the working time off night shift in each shift cycle,

will be paid **130%** of the minimum hourly rate for time worked on such night shift. This penalty rate is in substitution for and not cumulative upon the night shift penalty rate prescribed in clause 21.2(b)(ii).

## Part 6—Leave and Public Holidays

### 22. Annual leave

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

### 22.2 Conversion to hourly entitlement

An employer may convert the entitlements in s.87 of the [Act](#) to an hourly entitlement for administrative ease (e.g. 152 hours rather than 4 weeks for an employee working a 38 hour week).

### 22.3 Payment for period of annual leave

Instead of the base rate of pay as referred to in s.90(1) of the [Act](#) an employee under this award, prior to commencing a period of annual leave, will be paid a sum equal to the salary or wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave. Provided that, subject to clause 22.5, the employee will not be entitled to any amount calculated by reference to clause 21—Penalty rates.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

### 22.4 Electronic funds transfer (EFT) payment of annual leave

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

### 22.5 Annual leave loading

- (a) In addition to the payments specified in clause 22.3, employees must be paid an annual leave loading of **17.5%**.
- (b) Provided that where an employee would have received loadings, in accordance with clause 21—Penalty rates, had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of **17.5%**, then the employee will be paid such greater amount instead of the **17.5%** loading.

- (c) The annual leave loading is only payable on annual leave due. It is not payable on pro rata annual leave on termination.

## 22.6 Excessive leave accruals: general provision

NOTE: Clauses 22.6 to 22.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

## 22.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 22.7(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 22.7(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 22.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 22.7(d) may result in the direction ceasing to have effect. See clause 22.7(b)(i).

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

## **22.8 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 22.8(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 22.7(a) that, when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 22.8(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 22.8(a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 22.8(a).

## **22.9 Annual leave in advance**

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

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

NOTE: An example of the type of agreement required by clause 22.9 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **22.10 Annual close-down**

Notwithstanding section 88 of the [Act](#), an employer may close down an establishment or section or sections, for the purpose of allowing annual leave to all or the majority of the employees concerned, provided that:

- (a) the employer gives at least one month's notice to the affected employees. The notice must advise employees of the commencement date and duration of the close-down;
- (b) an employer may close down for one or 2 periods;
- (c) an employer and the majority of employees concerned may agree to close down for more than 2 periods;
- (d) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 22.3 and 22.5; and
- (e) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down.

#### **22.11 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

- (d) An agreement under clause 22.11 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.11 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.11.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.11.

NOTE 3: An example of the type of agreement required by clause 22.11 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

### 23. **Personal/carer’s leave and compassionate leave**

Personal/carer’s leave and compassionate leave are provided for in the NES.

### 24. ~~Personal/carer’s leave and compassionate leave are provided for in the NES.~~ **Parental leave and related entitlements**

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

### 25. **Community service leave**

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



## 26. Unpaid family and domestic violence leave

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

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

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

## 27. Public holidays

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

### 27.2 Public holidays which fall on a weekend

- (a) Where Christmas Day falls on a Saturday or a Sunday, 27 December will be observed as the public holiday instead of the prescribed day.
- (b) Where Boxing Day falls on a Saturday or a Sunday, 28 December will be observed as the public holiday instead of the prescribed day.
- (c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday will be observed as the public holiday instead of the prescribed day.

### 27.3 Substitution of certain public holidays by agreement at the enterprise

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

### 27.4 Payment for time worked on a public holiday

- (a) Except as provided for in clause 27.4(c), an employee who is required to work on a public holiday must be paid at the following rates for a minimum of 3 hours:
  - day work—**250%** of the minimum hourly rate;
  - afternoon and night shift—**200%** of the minimum hourly rate.
- (b) This rate is in substitution for and not cumulative upon the penalty rates set out in clause 21—Penalty rates or the overtime rates in clause 20—Overtime.
- (c) The payment required under clause 27.4(a) will only apply to time which is worked on the actual public holiday day; i.e. midnight to midnight.

### **27.5 Part-time employees**

- (a) Where the part-time employee's normal paid hours fall on a public holiday prescribed in the [NES](#) and work is not performed by the employee, such employee will not lose pay for the day.
- (b) Where the employee works on the holiday, such employee must be paid in accordance with clause 27.4.

### **27.6 Leave of absence**

The entitlement to a public holiday will not apply to an employee during any period of unpaid leave exceeding 2 weeks, except where such unpaid leave is in respect of personal injury or illness.

### **27.7 Part-day public holidays**

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

## **Part 7—Consultation and Dispute Resolution**

### **28. Consultation about major workplace change**

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

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**28.2** For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

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

## **29. Consultation about changes to rosters or hours of work**

- 29.1** Clause 29 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 29.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 29.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 29.4** The employer must consider any views given under clause 29.3(b).
- 29.5** Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

### **30. Dispute resolution**

- 30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 30.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 30.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 30.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.
- 30.8** While procedures are being followed under clause 30 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 30.9** Clause 30.8 is subject to any applicable work health and safety legislation.

### **31. Dispute resolution procedure training leave**

- 31.1** Subject to clause 31.7, an eligible employee representative will be entitled to, and the employer will grant, up to 5 days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the [Act](#), or with any relevant agreement which provides it is to be read in conjunction with this award.
- 31.2** An eligible employee representative must give the employer 6 weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 31.3** The notice to the employer must include details of the type, content and duration of the course to be attended.

- 31.4** The taking of such leave will be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 31.5** An eligible employee representative taking such leave will be paid all ordinary time earnings which normally become due and payable during the period of leave.
- 31.6** Leave of absence granted pursuant to clause 31 will count as service for all purposes of this award.
- 31.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is a:

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

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

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

## Part 8—Termination of Employment and Redundancy

### 32. Termination of employment

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

#### 32.1 Notice of termination by an employee

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

**Table 1—Period of notice**

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

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

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

#### 32.2 Job search entitlement

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

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

### **33. Redundancy**

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

#### **33.1 Transfer to lower paid duties on redundancy**

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

#### **33.2 Employee leaving during redundancy notice period**

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

#### **33.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a)~~33.1(a)~~, the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b)~~33.1(b)~~.
- (d) An employee who fails to produce proof when required under clause 33.3(b)~~33.1(b)~~ is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

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## Schedule A—Classification Structure and Definitions

### A.1 Classification table

Classification	Qualifications
Customer Contact Trainee	N/A
Clerical and Administration Officer Level 1	Certificate I
Customer Contact Officer Level 1	Certificate II
Clerical and Administration Officer Level 2	Certificate II
Customer Contact Officer Level 2	Certificate III
Clerical and Administration Officer Level 3	Certificate III
Principal Customer Contact Specialist	N/A
Customer Contact Team Leader	Certificate IV
Clerical and Administration Officer Level 4	Certificate IV
Principal Customer Contact Leader	Diploma
Clerical and Administration Officer Level 5	Diploma
Contract Call Centre Industry Technical Associate	Advanced Diploma

### A.2 Classification definitions

#### A.2.1 Customer contact stream—classifications

##### (a) Customer Contact Trainee

- (i) A Customer Contact Trainee is engaged in a course of training and development (other than through a new apprenticeship/traineeship) to enable them to perform customer contact functions in the telecommunications industry.
- (ii) An employee at this level would not normally perform customer contact functions without direct/immediate supervision.
- (iii) An employee would normally graduate from the course of training as a Customer Contact Officer Level 1.

##### (b) Customer Contact Officer Level 1

###### (i) Role definition

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

- receive calls;
- use common call centre telephone and computer technology;

- enter and retrieve data;
- work in a team; and
- manage their own work under guidance.

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

**(ii) Indicative tasks**

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

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

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

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

**(iv) Qualifications**

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

**(c) Customer Contact Officer Level 2****(i) Role definition**

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

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

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

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

**(iii) Indicative tasks**

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

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

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

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

(v) **Qualifications**

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

(d) **Principal Customer Contact Specialist**

(i) **Role definition**

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

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

- (ii) The employee works with a high degree of autonomy with authority to make decisions in relation to specific customer contact matters and provides leadership as a coach, mentor or senior staff member.
- (iii) An employee at this level performs a number of functions within a customer contact operation requiring a diversity of competencies including:
  - providing services to customers involving a high level of product or service knowledge, often autonomously acquired;
  - using multiple technologies such as telephony, internet services and face-to-face contact;
  - taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction; and
- (iv) An employee at this level may provide on the job training instead of customer contact and assist with developing training programs where they are not receiving calls.

**(e) Customer Contact Team Leader**

**(i) Role definition**

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

- receive calls;
  - use common call centre telephone and computer technology;
  - enter and retrieve data;
  - work in a team; and
  - manage their own work.
- (ii) The employee works with a high degree of autonomy with authority to make decisions in relation to specific customer contact matters and provide leadership in a team leader role.
  - (iii) This employee performs a number of functions within a customer contact operation requiring a diversity of competencies including:
    - providing services to customers involving a high level of product or service knowledge, often autonomously acquired;
    - using multiple technologies such as telephony, internet services and face-to-face contact; and

- taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

**(iv) Indicative tasks**

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

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

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

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

**(vi) Qualifications**

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

**(f) Principal Customer Contact Leader**

**(i) Role definition**

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

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

**(ii) Indicative tasks**

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

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

**(iii) Qualifications**

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

**(g) Interpretation**

- (i)** The indicative tasks set out in clause A.2.1 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board’s endorsed customer contact competency standards in the Telecommunications Training Package (ICT2002). The indicative tasks for Principal Customer Contact Leader are aligned to the units of competency in Business Services Training Australia’s endorsed competency standards in the Business Services Training Package (BSB2001).
- (ii)** In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

**A.2.2 Clerical and administration stream—classifications**

**(a) Clerical and Administration Officer Level 1**

**(i) Role definition**

An employee at this level will:

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

**(ii) Indicative tasks**

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

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



**(iii) Qualifications**

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

**(b) Clerical and Administration Officer Level 2**

**(i) Role definition**

An employee at this level will:

- work under routine supervision with intermittent checking;
- apply knowledge and skills to a range of tasks; and
- usually perform work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

**(ii) Indicative tasks**

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

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

**(iii) Qualifications**

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

**(c) Clerical and Administration Officer Level 3**

**(i) Role definition**

An employee at this level:

- works under limited supervision with checking related to overall progress;
- may be responsible for the work of others and may be required to co-ordinate such work;
- applies knowledge with depth in some areas and a broad range of skills; and
- performs work within routines, methods and procedures where some discretion and judgment is required.

**(ii) Indicative tasks**

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

- exercise initiative in a business environment;
- organise personal work priorities and development;
- contribute to effective workplace relationships;
- contribute to personal skill development and learning;
- organise workplace information;
- produce business documents;
- maintain business resources;
- maintain financial records;
- recommend products and services;
- deliver and monitor a service to customers;
- maintain workplace safety;
- support innovation and change;
- maintain environmental procedures;
- produce texts from shorthand notes;

- produce texts from notes;
- produce texts from audio transcription;
- design and develop text documents;
- create and use databases;
- create electronic presentations;
- organise schedules;
- process payroll;
- process accounts payable and receivable;
- maintain a general ledger;
- support leadership in the workplace;
- participate in work teams;
- support operational plans;
- provide workplace information and resourcing plans;
- support continuous improvement systems and processes;
- deliver and monitor a service to customers; and
- support a workplace learning environment.

**(iii) Qualifications**

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

**(d) Clerical and Administration Officer Level 4**

**(i) Role definition**

An employee at this level:

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

**(ii) Indicative tasks**

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

- develop work priorities;
- establish business networks;
- develop teams and individuals;
- analyse and present research information;
- maintain business technology;
- co-ordinate business resources;
- report on financial activity;
- promote products and services;
- co-ordinate implementation of customer service strategies;
- monitor a safe workplace;
- promote innovation and change;
- implement and monitor environmental policies;
- show leadership in the workplace;
- manage effective workplace relationships;
- lead work teams;
- implement operational plan;
- implement workplace information system;
- implement continuous improvement;
- produce complex texts from shorthand notes;
- produce complex business documents;
- develop and use complex databases;
- develop and use complex spreadsheets;
- organise meetings;
- organise business travel;
- administer projects; and
- prepare financial reports.

**(iii) Qualifications**

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

**(e) Clerical and Administration Officer Level 5**

**(i) Role definition**

An employee at this level:

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

**(ii) Indicative tasks**

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

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

- manage business document design and development.

**(iii) Qualifications**

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

**(f) Interpretation**

The indicative tasks set out in clause A.2.2 are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB2001). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

**A.2.3 Contract Call Centre Industry Technical Associate**

**(a) Role definition**

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

An employee in this role is involved in:

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

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

**(b) Indicative tasks**

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

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

- prepare a detailed design for a communication network.

**(c) Qualifications**

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

**(d) Interpretation**

The indicative tasks set out in clause A.2.3 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed competency standards in the Telecommunications Training Package (ICT2002). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

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## Schedule B—Summary of Hourly Rates of Pay

NOTE: Clauses 21.1(c) and 21.1(d) may affect the eligibility of employees to penalty rates specified in this schedule.

### B.1 Full-time and part-time employees

#### B.1.1 Full-time and part-time adult employees—all employees—ordinary and penalty rates

	<b>Monday to Friday</b>		<b>Saturday</b>	<b>Sunday</b>		<b>Public holiday<sup>1</sup></b>
	<b><u>Within spread of ordinary hours- Ordinary hours</u></b>	<b><u>Monday-to-Friday- Outside spread of ordinary hours<sup>1</sup></u></b>		<b>7 am– 7 pm</b>	<b>12 am– 7 am &amp; 7 pm– 12 am</b>	
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>125%</b>	<b>125%</b>	<b>150%</b>	<b>175%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Customer Contact Trainee	20.82	26.03	26.03	31.23	36.44	52.05
Clerical and Administration Officer Level 1	20.82	26.03	26.03	31.23	36.44	52.05
Customer Contact Officer Level 1	21.54	26.93	26.93	32.31	37.70	53.85
Clerical and Administration Officer Level 2	21.54	26.93	26.93	32.31	37.70	53.85
Customer Contact Officer Level 2	22.70	28.38	28.38	34.05	39.73	56.75
Clerical and Administration Officer Level 3	22.70	28.38	28.38	34.05	39.73	56.75
Principal Customer Contact Specialist	24.14	30.18	30.18	36.21	42.25	60.35
Customer Contact Team Leader	24.77	30.96	30.96	37.16	43.35	61.93



	<b>Monday to Friday</b>		<b>Saturday</b>	<b>Sunday</b>		<b>Public holiday<sup>1</sup></b>
	<b>Within spread of ordinary hours- Ordinary hours</b>	<b>Monday-to-Friday- Outside spread of ordinary hours<sup>1</sup></b>		<b>7 am– 7 pm</b>	<b>12 am– 7 am &amp; 7 pm– 12 am</b>	
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>125%</b>	<b>125%</b>	<b>150%</b>	<b>175%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Clerical and Administration Officer Level 4	24.77	30.96	30.96	37.16	43.35	61.93
Principal Customer Contact Leader	26.55	33.19	33.19	39.83	46.46	66.38
Clerical and Administration Officer Level 5	26.55	33.19	33.19	39.83	46.46	66.38
Contract Call Centre Industry Technical Associate	28.70	35.88	35.88	43.05	50.23	71.75

<sup>1</sup> Does not apply to designated shiftworkers performing work during afternoon and night shifts.

**B.1.2 Full-time and part-time adult employees—designated shiftworkers—ordinary and penalty rates**

	<b>Ordinary hours</b>	<b>Afternoon and night shift</b>	<b>Permanent night shift<sup>1</sup></b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>			
	<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Customer Contact Trainee	20.82	23.94	27.07	41.64
Clerical and Administration Officer Level 1	20.82	23.94	27.07	41.64
Customer Contact Officer Level 1	21.54	24.77	28.00	43.08
Clerical and Administration Officer Level 2	21.54	24.77	28.00	43.08

	Ordinary hours	Afternoon and night shift	Permanent night shift <sup>1</sup>	Public holiday
	% of minimum hourly rate			
	<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Customer Contact Officer Level 2	22.70	26.11	29.51	45.40
Clerical and Administration Officer Level 3	22.70	26.11	29.51	45.40
Principal Customer Contact Specialist	24.14	27.76	31.38	48.28
Customer Contact Team Leader	24.77	28.49	32.20	49.54
Clerical and Administration Officer Level 4	24.77	28.49	32.20	49.54
Principal Customer Contact Leader	26.55	30.53	34.52	53.10
Clerical and Administration Officer Level 5	26.55	30.53	34.52	53.10
Contract Call Centre Industry Technical Associate	28.70	33.01	37.31	57.40

<sup>1</sup> Permanent night shift is defined by clause 21.2(c).

**B.1.3 Full-time and part-time adult employees—overtime rates**

	All employees			Other than shiftworker	Afternoon or night shiftworker
	Monday to Saturday		Sunday	Public holiday – day work	Public holiday
	First 3 hours	After 3 hours			
	% of minimum hourly rate				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Customer Contact Trainee	31.23	41.64	41.64	52.05	41.64

	All employees			Other than shiftworker	Afternoon or night shiftworker
	Monday to Saturday		Sunday	Public holiday – day work	Public holiday
	First 3 hours	After 3 hours			
% of minimum hourly rate					
	150%	200%	200%	250%	200%
	\$	\$	\$	\$	\$
Clerical and Administration Officer Level 1	31.23	41.64	41.64	52.05	41.64
Customer Contact Officer Level 1	32.31	43.08	43.08	53.85	43.08
Clerical and Administration Officer Level 2	32.31	43.08	43.08	53.85	43.08
Customer Contact Officer Level 2	34.05	45.40	45.40	56.75	45.40
Clerical and Administration Officer Level 3	34.05	45.40	45.40	56.75	45.40
Principal Customer Contact Specialist	36.21	48.28	48.28	60.35	48.28
Customer Contact Team Leader	37.16	49.54	49.54	61.93	49.54
Clerical and Administration Officer Level 4	37.16	49.54	49.54	61.93	49.54
Principal Customer Contact Leader	39.83	53.10	53.10	66.38	53.10
Clerical and Administration Officer Level 5	39.83	53.10	53.10	66.38	53.10
Contract Call Centre Industry Technical Associate	43.05	57.40	57.40	71.75	57.40

## B.2 Casual employees

NOTE: Clauses 21.1(c) and 21.1(d) may affect the eligibility of employees to penalty rates specified in this schedule.

### B.2.1 Adult casual employees—all employees—ordinary and penalty rates

	<b>Monday to Friday</b>		<b>Saturday</b>	<b>Sunday</b>		<b>Public holiday<sup>1</sup></b>
	<b><u>Within spread of ordinary hours—Ordinary hours</u></b>	<b><u>Monday-to-Friday—Outside spread of ordinary hours<sup>1</sup></u></b>		<b>7 am—7 pm</b>	<b>12 am—7 am &amp; 7 pm—12 am</b>	
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>150%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Customer Contact Trainee	26.03	31.23	31.23	36.44	41.64	57.26
Clerical and Administration Officer Level 1	26.03	31.23	31.23	36.44	41.64	57.26
Customer Contact Officer Level 1	26.93	32.31	32.31	37.70	43.08	59.24
Clerical and Administration Officer Level 2	26.93	32.31	32.31	37.70	43.08	59.24
Customer Contact Officer Level 2	28.38	34.05	34.05	39.73	45.40	62.43
Clerical and Administration Officer Level 3	28.38	34.05	34.05	39.73	45.40	62.43
Principal Customer Contact Specialist	30.18	36.21	36.21	42.25	48.28	66.39
Customer Contact Team Leader	30.96	37.16	37.16	43.35	49.54	68.12
Clerical and Administration Officer Level 4	30.96	37.16	37.16	43.35	49.54	68.12
Principal Customer Contact Leader	33.19	39.83	39.83	46.46	53.10	73.01
Clerical and Administration Officer Level 5	33.19	39.83	39.83	46.46	53.10	73.01

	<u>Monday to Friday</u>		Saturday	Sunday		Public holiday <sup>1</sup>
	<u>Within spread of ordinary hours- Ordinary hours</u>	<u>Monday- to-Friday- Outside spread of ordinary hours<sup>1</sup></u>		7 am— 7 pm	12 am— 7 am & 7 pm— 12 am	
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>150%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>	<b>275%</b>
	\$	\$	\$	\$	\$	\$
Contract Call Centre Industry Technical Associate	35.88	43.05	43.05	50.23	57.40	78.93

<sup>1</sup> Does not apply to designated shiftworkers performing work during afternoon and night shifts.

**B.2.2 Adult casual employees—designated shiftworkers—ordinary and penalty rates**

NOTE: Clauses 21.1(c) and 21.1(d) may affect the eligibility of employees to penalty rates specified in this schedule.

	Ordinary hours	Afternoon and night shift	Permanent night shift <sup>1</sup>	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>225%</b>
	\$	\$	\$	\$
Customer Contact Trainee	26.03	29.15	32.27	46.85
Clerical and Administration Officer Level 1	26.03	29.15	32.27	46.85
Customer Contact Officer Level 1	26.93	30.16	33.39	48.47
Clerical and Administration Officer Level 2	26.93	30.16	33.39	48.47
Customer Contact Officer Level 2	28.38	31.78	35.19	51.08
Clerical and Administration Officer Level 3	28.38	31.78	35.19	51.08
Principal Customer	30.18	33.80	37.42	54.32

	<b>Ordinary hours</b>	<b>Afternoon and night shift</b>	<b>Permanent night shift<sup>1</sup></b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>225%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Contact Specialist				
Customer Contact Team Leader	30.96	34.68	38.39	55.73
Clerical and Administration Officer Level 4	30.96	34.68	38.39	55.73
Principal Customer Contact Leader	33.19	37.17	41.15	59.74
Clerical and Administration Officer Level 5	33.19	37.17	41.15	59.74
Contract Call Centre Industry Technical Associate	35.88	40.18	44.49	64.58

<sup>1</sup> **Permanent night shift** is defined by clause 21.2(c).

## Schedule C—Summary of Monetary Allowances

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

### C.1 Wage-related allowances

**C.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly rate for the Clerical and Administration Officer Level 3/Customer Contact Officer Level 2 in clause 15.1 = \$862.50.

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance	18.2(a)	1.94	16.73	per week

### C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

### C.2 Expense-related allowances

**C.2.1** The following expense-related allowances will be payable to employees in accordance with clause 18.3:

Allowance	Clause	\$	Payable
Motor vehicle allowance	18.3(a)	0.78	per km
Meal allowance—overtime	18.3(c)(i)	14.34	per occasion
Meal allowance—travelling expenses	18.3(f)(ii)	14.34	per meal

### C.2.2 Adjustment of expense-related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Vehicle/travel allowance	Private motoring sub-group

## Schedule D—Supported Wage System

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

**D.2** In this schedule:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **D.5 Assessment of capacity**

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

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

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

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

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

## **D.7 Review of assessment**

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

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

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **D.9 Workplace adjustment**

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

## **D.10 Trial period**

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**I agree that:**

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

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

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

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

## Schedule G—Agreement to Cash Out Annual Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Schedule H—Part-day Public Holidays

**H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

~~**H.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:~~

- ~~(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.~~
- ~~(b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.~~
- ~~(c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.~~
- ~~(d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.~~
- ~~(e) Excluding annualised wage arrangements, ~~salaries~~ employees to whom clause H.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.~~
- ~~(f) Where an employee is paid an annualised wage arrangement ~~salary~~ under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.~~
- ~~(g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.~~

~~**H.2** Where a part day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's~~

~~Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:~~

- ~~(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.~~
- ~~(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.~~
- ~~(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.~~
- ~~(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.~~
- ~~(e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.~~
- ~~(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro rata annual leave equivalent to the time worked between 7.00 pm and midnight.~~
- ~~(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.~~

**H.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

**H.4** This schedule is not intended to detract from or supplement the NES.