



Australian Government

# Fair Work

## OMBUDSMAN

### PAY AND CONDITIONS GUIDE

**Contract Call Centres Award 2010 [MA000023]** ('modern award')  
replacing terms and conditions in or derived from

**Contract Call Centre Industry Award 2003 [AT827785]** ('pre-modern award')

**(NSW, QLD, SA, TAS, VIC, WA)**

Effective from 01 July 2013.

Published 20 June 2013 

#### **Background**

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

#### **Transitional arrangements**

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2013. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

#### **Transitional arrangements for Division 2B State awards**

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

### **Who should use the guide?**

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award instrument and who are now covered by this modern award.

A guide that has an AP (Pre-reform award) code typically applies to employees employed by a constitutional corporation. Usually these are companies that engage in trading or financial activities. Private companies are often identified by the 'Pty Ltd' in their name. It applies to employers in those categories who were bound by the award immediately prior to 01 January 2010.

A guide that has an AN (Notional agreement preserving State awards) code also typically applies to employees employed by a constitutional corporation. However, unlike pre-reform awards these are notional federal agreements that were created on 27 March 2006. Generally, they preserved the terms and conditions of employment (not including wage rates) in state awards and/or state legislation that applied immediately before 27 March 2006 to employees of constitutional corporations in NSW, QLD, SA, WA and TAS where State award/laws applied to those employers prior to 27 March 2006.

A guide that has an AT code typically applies to employees employed by non-constitutional corporations immediately before 27 March 2007 where the employer was bound by a Federal award. These will be sole traders, partnerships, other unincorporated entities or non-trading/financial corporations.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

### **What if an agreement applies to employees covered by the modern award?**

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the

modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

## **Coverage**

This 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.

**Contract call centre** industry means:

- 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
- 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.

**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.

The award does not apply to:

- any business or part of a business which is not a business in the contract call centre industry (as defined); or
- 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
- 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;
- an employee excluded from award coverage by the Act.

The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

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

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.

## **Wages**

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

## **Casual employees**

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) for information about penalty entitlements for casual employees.

## **Adult**

The rates in this guide are current from the first pay period on or after 01 July 2013 until the final pay period before 01 July 2014 only.

## **Full & Part Time**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Customer contact trainee	Customer contact, Customer contact trainee	\$17.49
Clerical and administration officer level 1	Clerical and administration, Clerical and administration officer level 1	\$17.49
Customer contact officer 1	Customer contact, Customer contact officer level 1	\$18.09
Clerical and administration officer level 2	Clerical and administration, Clerical and administration officer level 2	\$18.09
Customer contact officer 2	Customer contact, Customer contact officer level 2	\$19.07

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Clerical and administration officer level 3	Clerical and administration, Clerical and administration officer level 3	\$19.07
Principal customer contact specialist	Customer contact, Principal customer contact specialist	\$20.28
Customer contact team leader	Customer contact, Customer contact team leader	\$20.80
Customer contact team leader	Customer contact, Customer contact team leader, 15 years	\$18.97
Customer contact team leader	Customer contact, Customer contact team leader, 16 years	\$19.33
Customer contact team leader	Customer contact, Customer contact team leader, 17 years	\$19.70
Clerical and administration officer level 4	Clerical and administration, Clerical and administration officer level 4	\$20.80
Principal customer contact leader	Customer Contact, Principal customer contact leader	\$22.31
Principal customer contact leader	Customer contact, Principal customer contact leader, 15 years	\$20.33
Principal customer contact leader	Customer contact, Principal customer contact leader, 16 years	\$20.73
Principal customer contact leader	Customer contact, Principal customer contact leader, 17 years	\$21.12
Clerical and administration officer level 5	Clerical and administration, Clerical and administration officer level 5	\$22.31
Contract call centre industry technical associate	Contract call centre industry, Contract call centre industry technical associate	\$24.10

### **Casual**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Customer contact trainee	Customer contact, Customer contact trainee	\$21.87 (25%)
Clerical and administration officer level 1	Clerical and administration, Clerical and administration officer level 1	\$21.87 (25%)
Customer contact officer 1	Customer contact, Customer contact officer level 1	\$22.62 (25%)
Clerical and administration officer level 2	Clerical and administration, Clerical and administration officer level 2	\$22.62 (25%)

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Customer contact officer 2	Customer contact, Customer contact officer level 2	\$23.83 (25%)
Clerical and administration officer level 3	Clerical and administration, Clerical and administration officer level 3	\$23.83 (25%)
Principal customer contact specialist	Customer contact, Principal customer contact specialist	\$25.35 (25%)
Customer contact team leader	Customer contact, Customer contact team leader	\$26.00 (25%)
Customer contact team leader	Customer contact, Customer contact team leader, 15 years	\$23.71 (25%)
Customer contact team leader	Customer contact, Customer contact team leader, 16 years	\$24.17 (25%)
Customer contact team leader	Customer contact, Customer contact team leader, 17 years	\$24.63 (25%)
Clerical and administration officer level 4	Clerical and administration, Clerical and administration officer level 4	\$26.00 (25%)
Principal customer contact leader	Customer Contact, Principal customer contact leader	\$27.88 (25%)
Principal customer contact leader	Customer contact, Principal customer contact leader, 15 years	\$25.41 (25%)
Principal customer contact leader	Customer contact, Principal customer contact leader, 16 years	\$25.91 (25%)
Principal customer contact leader	Customer contact, Principal customer contact leader, 17 years	\$26.40 (25%)
Clerical and administration officer level 5	Clerical and administration, Clerical and administration officer level 5	\$27.88 (25%)
Contract call centre industry technical associate	Contract call centre industry, Contract call centre industry technical associate	\$30.13 (25%)

### **Junior**

The rates in this guide are current from the first pay period on or after 01 July 2013 until the final pay period before 01 July 2014 only.

### **Full & Part Time Customer contact trainee**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Customer contact trainee, 15 years	\$8.75

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
16 years	Customer contact, Customer contact trainee, 16 years	\$10.50
17 years	Customer contact, Customer contact trainee, 17 years	\$12.25

### **Clerical and administration officer level 1**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 1, 15 years	\$8.75
16 years	Clerical and administration, Clerical and administration officer level 1, 16 years	\$10.50
17 years	Clerical and administration, Clerical and administration officer level 1, 17 years	\$12.25

### **Customer contact officer 1**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Customer contact officer 1, 15 years	\$9.05
16 years	Customer contact, Customer contact officer 1, 16 years	\$10.86
17 years	Customer contact, Customer contact officer 1, 17 years	\$12.67

### **Clerical and administration officer level 2**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 2, 15 years	\$9.05
16 years	Clerical and administration, Clerical and administration officer level 2, 16 years	\$10.86
17 years	Clerical and administration, Clerical and administration officer level 2, 17 years	\$12.67

### **Customer contact officer 2**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Customer contact officer 2, 15 years	\$9.53
16 years	Customer contact, Customer contact officer 2, 16 years	\$11.44

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
17 years	Customer contact, Customer contact officer 2, 17 years	\$13.35

### **Clerical and administration officer level 3**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 3, 15 years	\$9.53
16 years	Clerical and administration, Clerical and administration officer level 3, 16 years	\$11.44
17 years	Clerical and administration, Clerical and administration officer level 3, 17 years	\$13.35

### **Clerical and administration officer level 4**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 4, 15 years	\$10.40
16 years	Clerical and administration, Clerical and administration officer level 4, 16 years	\$12.48
17 years	Clerical and administration, Clerical and administration officer level 4, 17 years	\$14.56

### **Principal customer contact leader**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Principal customer contact specialist, 15 years	\$10.97
16 years	Customer contact, Principal customer contact specialist, 16 years	\$13.16
17 years	Customer contact, Principal customer contact specialist, 17 years	\$15.35

### **Clerical and administration officer level 5**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 5, 15 years	\$11.15

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
16 years	Clerical and administration, Clerical and administration officer level 5, 16 years	\$13.38
17 years	Clerical and administration, Clerical and administration officer level 5, 17 years	\$15.61

### **Contract call centre industry technical associate**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Contract call centre industry, Technical associate, 15 years	\$12.05
16 years	Contract call centre industry, Technical associate, 16 years	\$14.46

### **Contract call centre industry technical Associate**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
17 years	Contract call centre industry, Technical associate, 17 years	\$16.87

### **Casual Customer contact trainee**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Customer contact trainee, 15 years	\$10.93 (25%)
16 years	Customer contact, Customer contact trainee, 16 years	\$13.12 (25%)
17 years	Customer contact, Customer contact trainee, 17 years	\$15.31 (25%)

### **Clerical and administration officer level 1**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 1, 15 years	\$10.93 (25%)
16 years	Clerical and administration, Clerical and administration officer level 1, 16 years	\$13.12 (25%)
17 years	Clerical and administration, Clerical and administration officer level 1, 17 years	\$15.31 (25%)

### Customer contact officer 1

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Customer contact officer 1, 15 years	\$11.31 (25%)
16 years	Customer contact, Customer contact officer 1, 16 years	\$13.57 (25%)
17 years	Customer contact, Customer contact officer 1, 17 years	\$15.83 (25%)

### Clerical and administration officer level 2

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 2, 15 years	\$11.31 (25%)
16 years	Clerical and administration, Clerical and administration officer level 2, 16 years	\$13.57 (25%)
17 years	Clerical and administration, Clerical and administration officer level 2, 17 years	\$15.83 (25%)

### Customer contact officer 2

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Customer contact officer 2, 15 years	\$11.92 (25%)
16 years	Customer contact, Customer contact officer 2, 16 years	\$14.30 (25%)
17 years	Customer contact, Customer contact officer 2, 17 years	\$16.68 (25%)

### Clerical and administration officer level 3

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 3, 15 years	\$11.92 (25%)
16 years	Clerical and administration, Clerical and administration officer level 3, 16 years	\$14.30 (25%)
17 years	Clerical and administration, Clerical and administration officer level 3, 17 years	\$16.68 (25%)

### Clerical and administration officer level 4

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 4, 15 years	\$13.00 (25%)
16 years	Clerical and administration, Clerical and administration officer level 4, 16 years	\$15.60 (25%)
17 years	Clerical and administration, Clerical and administration officer level 4, 17 years	\$18.20 (25%)

#### **Principal customer contact leader**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Customer contact, Principal customer contact specialist, 15 years	\$13.71 (25%)
16 years	Customer contact, Principal customer contact specialist, 16 years	\$16.45 (25%)
17 years	Customer contact, Principal customer contact specialist, 17 years	\$19.19 (25%)

#### **Clerical and administration officer level 5**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Clerical and administration, Clerical and administration officer level 5, 15 years	\$13.94 (25%)
16 years	Clerical and administration, Clerical and administration officer level 5, 16 years	\$16.73 (25%)
17 years	Clerical and administration, Clerical and administration officer level 5, 17 years	\$19.52 (25%)

#### **Contract call centre industry technical associate**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
15 years	Contract call centre industry, Technical associate, 15 years	\$15.06 (25%)
16 years	Contract call centre industry, Technical associate, 16 years	\$18.08 (25%)

#### **Contract call centre industry technical Associate**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
17 years	Contract call centre industry, Technical associate, 17 years	\$21.09 (25%)

### **Apprentice**

Apprentice employees are not covered by this guide for the modern award and pre-modern award.

### **Trainee**

This modern award incorporates trainee rates derived from the National Training Wage Schedule (NTW Sch.), as adjusted from time to time.

### **Supported Wage**

Please refer to clause 19 of the modern award.

For detail of the supported wage provisions see the full version of the modern award.

### **Penalties and Loadings (other than casual or part-time loadings for ordinary hours)**

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

### **Transitional arrangements**

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are "equivalent" or not.

- A pre-modern award loading/penalty will be "equivalent" to a modern award entitlement where the loading/penalty applies:
  - for the same purpose (e.g. Saturday penalty);
  - for the same time periods; and
  - in the same way#.
    - #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
      - paid at the same frequency, such as per hour or per shift; and
      - paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee's classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

### **Equivalent entitlements**

If the pre-modern award loading/penalty rate is “equivalent” to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a “transitional percentage”. The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

<b>First full pay period on or after</b>	<b>Proportion of transitional percentage</b>
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

### **Entitlements that are not equivalent**

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of pre-modern award loading/penalty
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

1/01/2014 Modern award penalty	1/07/2010 Penalty rate (phased) (20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010 Pre-modern award penalty	1/07/2010 Penalty rate (phased) (80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

## New entitlements

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of modern award loading/penalty</b>
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.

## **Allowances**

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

### **All states covered by this instrument Full Time, Part Time, Casual**

<b>Clause</b>	<b>Allowance Type</b>	<b>Description</b>	<b>Effective Date</b>	<b>Rate</b>
20.1	Vehicle allowance	An employee who is required on a casual basis to use their own motor vehicle to carry out the employer's business must be paid a motor vehicle allowance.	1/07/2013	\$0.7600 per kilometre
20.2	First aid allowance	An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body must be paid a weekly allowance of 1.94% of the standard rate if appointed by their employer to perform first aid duties.  (1.94% per week x 38 = 73.72% per hour)	1/07/2013	\$0.3699 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.94%)
20.4	Meal allowance	An employee is entitled to a meal allowance on each occasion that the employee is entitled to a rest break in accordance with this award (see <b>rest break during overtime</b> in <b>Other Conditions</b> ) 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.	1/07/2013	\$12.6600 per occasion

Clause	Allowance Type	Description	Effective Date	Rate
		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.		
20.5(a)(ii)	Meal allowance	An employee directed by the employer to travel in the employee's own time to transact company business must be paid for each meal taken (except where the cost of the meal is included in the fare)	1/07/2013	\$12.6600 per occasion
26.8	Stand-by allowance	An employee who is required to remain in readiness for a return to work outside their normal working hours must be paid an allowance as follows.  While receiving the appropriate overtime rate, the stand-by allowance will not be paid.  Customer Contact Trainee or Clerical and Administration Officer Level 1	1/07/2013	\$3.4989 per hour they are required to stand by. (20.00%)
26.8	Stand-by allowance	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 hourly rate for their classification for each hour they are required to stand-by.  Customer Contact Officer 1 or Clerical and Administration Officer Level 2	1/07/2013	\$3.6189 per hour they are required to stand by. (20.00%)
26.8	Stand-by allowance	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 hourly rate for their classification for each hour they are required to stand-by.	1/07/2013	\$3.8132 per hour they are required to stand by. (20.00%)

Clause	Allowance Type	Description	Effective Date	Rate
		Customer Contact Officer 2 or Clerical and Administration Officer Level 3		
26.8	Stand-by allowance	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 hourly rate for their classification for each hour they are required to stand-by.  Principal Customer Contact Specialist	1/07/2013	\$4.0563 per hour they are required to stand by. (20.00%)
26.8	Stand-by allowance	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 hourly rate for their classification for each hour they are required to stand-by.  Customer Contact Team Leader or Clerical and Administration Officer Level 4	1/07/2013	\$4.1605 per hour they are required to stand by. (20.00%)
26.8	Stand-by allowance	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 hourly rate for their classification for each hour they are required to stand-by.  Principal Customer Contact Leader or Clerical and Administration Officer Level 5	1/07/2013	\$4.4611 per hour they are required to stand by. (20.00%)
26.8	Stand-by allowance	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 hourly rate for their classification for each hour they are required to stand-by.  Contract Call Centre Industry Technical Associate	1/07/2013	\$4.8205 per hour they are required to stand by. (20.00%)

## **Other Conditions**

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

**Note:** The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### **All states covered by this instrument**

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none"><li>- arrangements for when work is performed</li><li>- overtime rates</li><li>- penalty rates</li><li>- allowances</li><li>- leave loading.</li></ul> <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none"><li>- duty to notify, and</li><li>- duty to discuss change.</li></ul>
9	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>

Clause	Conditions Type	Description
10	Other (Instrument)	<p><b>Dispute resolution procedure training leave</b></p> <p>An <b>eligible employee representative</b> will be entitled to, and the employer will grant, up to five days training leave with pay to attend courses directed at enhancing the operation of the dispute resolution procedure, including its operation in conjunction with this award and with the Act, or with any relevant agreement which provides it is to be read in conjunction with this award.</p> <p>An eligible employee representative must give the employer six weeks' notice of their intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.</p> <p>The notice to the employer must include details of the type, content and duration of the course to be attended.</p> <p>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.</p> <p>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.</p> <p>Leave of absence granted for dispute resolution procedure training will count as service for all purposes of the award.</p> <p>For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an <b>eligible employee representative</b> is a:</p> <ul style="list-style-type: none"> <li>- 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</li> <li>- who is within the class and number of representatives entitled from year to year to take paid dispute resolution training leave according to the following quota table:</li> </ul> <p>Number of employees employed by the employer in enterprise or workplace : Maximum number of eligible employee representatives entitled per year  5-15 employees : 1 representative</p>

Clause	Conditions Type	Description
		<p>16–30 employees : 2 representatives  31–50 employees : 3 representatives  51–90 employees : 4 representatives  More than 90 employees : 5 representative</p> <p>Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement must 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.</p> <p>For the purposes of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time and part-time employees, and casual employees with six months or more service, who are covered by this award and who are engaged in the enterprise or workplace to which the dispute resolution procedure applies.</p>
12	Part-time conditions (Instrument)	<p><b>Part-time employment</b></p> <p>An employee may be engaged to work on a part-time basis. A part-time employee is an employee (other than a casual) who has reasonably predictable hours of work and who is engaged to work a lesser number of ordinary hours per week than a full-time employee performing work of the same kind or a similar nature.</p> <p>A part-time employee must be paid for ordinary hours worked at the rate per hour of 1/38th of the weekly rate prescribed for the work performed.</p> <p>The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38 hours.</p> <p>An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>Overtime will be payable to part-time employees for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the employee. Provided that a part-time employee is not entitled to be paid overtime penalties on a day until they have worked at least an equivalent number of</p>

Clause	Conditions Type	Description
		<p>hours that day to an equivalent full-time employee in the relevant section of the enterprise. Provided further that a part-time employee must not work more than 38 hours in any week at ordinary rates.</p> <p><b>Public holidays</b></p> <p>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. Where the employee works on the holiday, such employee must be paid in accordance with the provision for payment for time worked on a public holiday (see <b>Penalty Rates</b>).</p> <p>A full-time employee may convert to part-time if agreed by the employer and the employee.</p>
13	Casual conditions (Instrument)	<p><b>Casual employment</b></p> <p>A casual employee is an employee who is engaged on a casual basis. A casual employee for working ordinary time will be paid per hour 1/38th of the weekly wage prescribed for full-time employees for the work performed, plus 25%.</p> <p>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.</p> <p>On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of three hours' work.</p> <p>An employer must not fail to re-engage a casual employee because the employee accessed the entitlements under Subdivision B and C of Division 6 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.</p>
14.2	Termination of employment - notice of termination by an employee (Instrument)	<p>The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.</p>

Clause	Conditions Type	Description
14.3	Termination of employment - job search entitlement (Instrument)	Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
15	Other (Instrument)	<p><b>Absence from duty</b></p> <p>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.</p>
16	Abandonment of employment (Instrument)	<p>The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer will be prima facie evidence that the employee has abandoned the employment.</p> <p>Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given, or consent has been granted, an employee has not established to the satisfaction of the employer that the employee is absent for reasonable cause, the employee will be deemed to have abandoned the employment.</p> <p>Termination of employment by abandonment will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.</p>
17.2	Redundancy - transfer to lower paid duties (Instrument)	Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
17.3	Redundancy - employee leaving during notice period (Instrument)	An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
17.4	Redundancy - job search entitlement (Instrument)	An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

Clause	Conditions Type	Description
		If the employee has been allowed paid leave for more than one day, the employee must, by request, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
17.5	Redundancy - transitional provisions (Instrument)	<p>An employee is entitled to redundancy pay in accordance with the NAPSA that would have applied immediately prior to 1 January 2010 and that would have entitled the employee to redundancy pay in excess of the employee's entitlement under the NES. This includes employees engaged after 1 January 2010.</p> <p>The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.</p> <p>This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.</p>
18.4	Higher duties (Instrument)	Where an employee is required to perform the work at a classification higher than their appointed role for a continuous period of one ordinary rostered day or shift or more, that employee will be paid the appropriate rate in the higher classification range for the period worked.
18.5	Other (Instrument)	<p><b>Annual salary arrangements for higher classifications</b></p> <p>These provisions apply to the following classifications:</p> <ul style="list-style-type: none"> <li>- Customer contact stream - Principal Customer Contact Leader</li> <li>- Clerical and administration stream - Clerical and Administration Employee - Level 5</li> <li>- Contract Call Centre Industry Technical Associate.</li> </ul> <p>Employees on annual salary arrangements will be compensated for any payments arising from the following provisions:</p> <ul style="list-style-type: none"> <li>- Higher duties</li> <li>- Allowances</li> <li>- Payment of wages</li> <li>- Hours of work, rostering and penalty rates</li> <li>- Breaks</li> <li>- Overtime</li> <li>- Annual leave loading</li> </ul>

Clause	Conditions Type	Description
		<p>- Payment for time worked on a public holiday.</p> <p>The following obligations apply to employers in relation to the higher classifications set out above:</p> <p>(a)</p> <ul style="list-style-type: none"> <li>- The ordinary hours of work for employees in those classifications 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: <ul style="list-style-type: none"> <li>- time worked regularly in excess of ordinary hours of duty</li> <li>- time worked on public holidays</li> <li>- time spent standing by in readiness for a call back</li> <li>- time spent carrying out duties outside of the ordinary hours of duty over the telephone or via remote access arrangements</li> <li>- time worked on afternoon, night or weekend shifts</li> </ul> </li> </ul> <p>(b)</p> <p>either by:</p> <ul style="list-style-type: none"> <li>- taking this factor into account in the fixation of annual remuneration</li> <li>- granting special additional remuneration</li> <li>- granting a special allowance or loading</li> <li>- granting other compensation such as special additional leave.</li> </ul> <p>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 provisions of (a) and (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 (b), the employer must identify the special additional remuneration, allowance or loading which is being paid.</p>
18.5(e)	Other (Instrument)	<p><b>Annual salary arrangements for higher classifications - Salary review</b></p> <p>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 (a).</p>
18.5(f)	Other (Instrument)	<p><b>Annual salary arrangements for higher classifications - Transfers</b></p>

Clause	Conditions Type	Description
		Where an employee is transferred permanently from day work to shiftwork or from shiftwork to day work, such employee should receive at least one month's notice. However, the employer and the employee may agree on a lesser period of notice.
18.5(g)	Other (Instrument)	<p><b>Annual salary arrangements for higher classifications - Reasonable time in excess of ordinary hours</b></p> <p>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 (b).</p> <p>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:</p> <ul style="list-style-type: none"> <li>- any risk to the employee's health and safety</li> <li>- the employee's personal circumstances including family responsibilities</li> <li>- the needs of the workplace or enterprise</li> <li>- 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</li> <li>- the employee's compensation</li> <li>- any other relevant matter.</li> </ul>
18.5(h)	Other (Instrument)	<p><b>Annual salary arrangements for higher classifications - Payment of wages</b></p> <p>At the election of the employer, wages may be paid weekly or fortnightly or in accordance with existing practices.</p> <p>Where agreement is reached with an individual employee, wages may be paid four-weekly or monthly. This agreement may be reached at the time when the employee commences employment, but is not limited to such time.</p>
18.5(i)	Other (Instrument)	<p><b>Annual salary arrangements for higher classifications - Annual leave loading</b></p> <p>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</p>

Clause	Conditions Type	Description
		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.
20.3	Other (Instrument)	<p><b>Telephone allowance</b></p> <p>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.</p> <p>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 such calls. Provided that the employer may request details of all such calls claimed by the employee.</p>
20.5(a)	Away from home/usual place of employment (Instrument)	<p><b>Distant work/travelling time payment</b></p> <p>All reasonable out of pocket <b>expenses</b> incurred in connection with the employer's business authorised by the employer and properly paid by the employee must be reimbursed by the employer.</p> <p>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 the <b>Payment for travelling</b> provisions. 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.</p> <p>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.</p> <p><b>Expenses</b> means:</p> <p>-all fares reasonably incurred at the following standard;  <b>rail:</b> first class (including the provision of a sleeping berth where available for all night travel);</p>

Clause	Conditions Type	Description
		<p><b>air:</b> economy class for all journeys.</p> <ul style="list-style-type: none"> <li>- reasonable expenses incurred while travelling including <b>meal allowance</b> (see <b>Allowances</b>) for each meal taken (except where the cost of the meal is included in the fare); and</li> <li>- reimbursement of the cost incurred for lodging of at least reasonable hotel/motel standard.</li> </ul>
20.5(b)	Away from home/usual place of employment (Instrument)	<p><b>Payment for travelling</b></p> <p>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.</p> <p>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, eight hours out of every 24.</p>
20.5 (d)	Away from home/usual place of employment (Instrument)	<p><b>Relocation expenses</b></p> <p>Where an employee is transferred to another location or another State, the cost of removal expenses reasonably incurred will be borne and paid for by the employer, provided that an employee who is transferred at the employee's own request may be required to pay their own expenses.</p> <p>Where such employee is directed by the employer to another locality for employment which can be reasonably regarded as permanent and involving a change in residence and where the employee is in the process of buying a place of residence in that new location the employee must be provided with suitable accommodation for a period not exceeding six weeks. Provided that in cases where such employees 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 three months.</p> <p>Where an employee is not in the process of buying a place of residence, the employer must provide suitable accommodation for a period not exceeding four weeks.</p> <p>These provisions will cease to apply immediately the employee assumes a new place of residence or when the purchase has been completed, whichever is sooner.</p>

Clause	Conditions Type	Description
		For the purposes of this clause, accommodation will be limited to the provision of suitable housing.
20.5(e)	Away from home/usual place of employment (Instrument)	<p>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.</p> <p>These provisions do not apply if:</p> <ul style="list-style-type: none"> <li>- reasonable means of transport are available to the employee; or</li> <li>- 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 he or she has not been regularly rostered and the employee has made or could have made reasonable transport arrangements.</li> </ul>
20.7	District allowance (Instrument)	<p>An employee in the Northern Territory or Western Australia is entitled to payment of a district allowance in accordance with the provisions of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, providing that employee was not bound by an agreement under that Act.</p> <p>This clause ceases to operate on 31 December 2014.</p>
21	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> <li>- a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee, and</li> <li>- that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.</li> </ul> <p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p>

Clause	Conditions Type	Description
		This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.
22	Method of payment (Instrument)	<p>Wages must be paid either according to the average number of ordinary hours worked per pay period or according to the actual ordinary hours worked each pay period.</p> <p>Wages must be paid by cash, cheque or to the credit of the employee's account in a bank or other recognised financial institution.</p> <p>Where the pay day falls on a public holiday, employees must be paid on the working day prior to the normal pay day.</p>
23	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> <li>- the employers responsibility to make superannuation contributions to a superannuation fund</li> <li>- the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund</li> <li>- the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.</li> </ul>
24	Hours of work (Instrument)	<p>The ordinary hours of work are to be an average of 38 per week.</p> <p>Except as provided for in <b>flexibility in relation to working hours</b>, an employee must not be required to work more than 10 ordinary hours per day.</p> <p>Except as provided for in <b>flexibility in relation to working hours</b> the ordinary hours of an employee must not exceed 152 hours in 28 consecutive days.</p>
24.4	Hours of work (Instrument)	<p><b>Method of arranging ordinary hours</b></p> <p>The method of arranging ordinary hours may be:</p> <ul style="list-style-type: none"> <li>- by employees working a constant number of ordinary hours each day</li> <li>- by fixing one day a week on which employees work a lesser number of hours</li> <li>- by fixing one or more days on which all employees will be off during a particular work cycle</li> </ul>

Clause	Conditions Type	Description
		<p>- 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.</p>
24.5	Hours of work (Instrument)	<p><b>Alteration to hours of work</b></p> <p>Subject to the employer's right to fix the daily hours for day work within the <b>spread of ordinary hours of work</b> and the right to require employees to work shifts on existing rosters, ordinary hours once determined may be altered:</p> <ul style="list-style-type: none"> <li>- by the employer giving one week's notice of the requirement to change the arrangement of hours or the shift roster</li> <li>- by the employer giving 48 hours' notice to the employee in the case of an emergency</li> <li>- by mutual agreement between the employees concerned and their employer</li> <li>- 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.</li> </ul> <p>Provided where an employee receives notice by the employer 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.</p>
24.6	Hours of work (Instrument)	<p><b>Spread of ordinary hours of work</b></p> <p>The ordinary hours of work for day work must be worked between the following spread of hours:</p> <ul style="list-style-type: none"> <li>- Monday to Friday - 7.00 am to 7.00 pm</li> <li>- Saturday - midnight on Friday and midnight and Saturday.</li> </ul> <p>Employees may be required to work ordinary hours outside the spread of hours above subject to payment of the applicable penalty rates.</p> <p>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.</p>
24.8	Hours of work (Instrument)	<p><b>Flexibility in relation to working hours</b></p>

Clause	Conditions Type	Description
		<p>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:</p> <ul style="list-style-type: none"> <li>- the <b>spread of ordinary hours of work</b> may be altered by up to one hour at one or both ends of the daily spread</li> <li>- 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 the <b>twelve hour days or shifts</b> clause</li> <li>- 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.</li> <li>- 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.</li> </ul> <p>Where an agreement is reached in accordance with this clause, the agreement must be recorded in the time and wages records.</p>
24.9	Hours of work (Instrument)	<p><b>Flexibility in relation to Sunday work</b></p> <p>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 applicable penalty rates.</p> <p>Where an agreement is reached in accordance with this provision, the agreement must be recorded in the time and wages records.</p> <p>The provisions of this clause 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 the provisions in the <b>alteration to hours of work</b> clause and the applicable penalty rates.</p>
24.11	Daylight saving (Instrument)	<p>For work performed which spans the time of introduction or cessation 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).</p>

Clause	Conditions Type	Description
24.12	Hours of work (Instrument)	<p><b>Make-up time</b></p> <p>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.</p> <p>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.</p>
24.13	Hours of work (Instrument)	<p><b>Twelve hour days or shifts</b></p> <p>Implementation of twelve hour days or shifts is subject to the following:</p> <ul style="list-style-type: none"> <li>- proper health monitoring procedures being introduced</li> <li>- suitable roster arrangements being made</li> <li>- proper supervision being provided</li> <li>- adequate breaks being provided, including at least one paid meal break per day or shift of at least 20 minutes duration</li> <li>-an adequate trial or review process being implemented.</li> </ul>
25	Breaks - meal (Instrument)	<p>Where practicable, an employee must not be required to work for more than five hours without a break for a meal except as provided for in the <b>make-up time</b> or <b>flexibility in relation to meal breaks</b> provisions. A meal break for day workers, afternoon shiftworkers and night shiftworkers will be unpaid and for a period of not less than 30 minutes and not more than 60 minutes.</p> <p><b>Flexibility in relation to meal breaks</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>- employees may work in excess of five hours but not more than six hours without a meal break.</li> </ul>

Clause	Conditions Type	Description
		<p>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.</p> <p>This clause will not operate outside an employee's ordinary working hours. Rest breaks during overtime are prescribed in the <b>Overtime</b> provisions.</p>
26.3	Breaks - rest (Instrument)	<p><b>Rest break during overtime</b></p> <p>An employee working overtime must be allowed a rest break of twenty minutes without deduction of pay after each four hours of overtime if the employee continues to work after such rest break.</p>
26.4	Break between work periods (Instrument)	<p><b>Rest period after overtime</b></p> <p>When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.</p> <p>An employee (other than a casual employee), who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <p>If on the instructions of the employer an employee resumes or continues work without having had such ten consecutive hours off duty, the employee must be paid at penalty rates (see <b>Penalty Rates</b>) until released from duty for such period and is then entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay.</p> <p>The provisions of this clause 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 three 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 four hours or more then the provisions will apply.</p>
26.5	Overtime – time off in lieu	<p><b>Time off instead of payment for overtime</b></p>

Clause	Conditions Type	Description
	(Instrument)	<p>An employee may choose with the consent of the employer to take time off instead of payment for overtime at a time or times agreed by the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.</p> <p>If the employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at the ordinary time rate, that is an hour for each hour worked.</p> <p>If requested by an employee, an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates (see <b>Penalty Rates</b>).</p>
26.6	Call-back (Instrument)	<p>An employee called back to work overtime after leaving work must be paid a minimum of three 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.</p> <p>Provided that, the employee will not be required to work the full three hours if the job/s called back to perform is/are completed within a shorter period.</p> <p>Notwithstanding the above, where an employee has completed the call-back and left work and is recalled within the three hour minimum period for that call-back, the balance of the three 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 three hours for the next call-back.</p> <p>The provisions of this clause will not apply in circumstances where an employee provides service or support over the telephone or via remote access arrangements.</p> <p>Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of the <b>Rest period after overtime</b> provisions where the time worked is less than three 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 four hours or more, then the provisions will apply.</p>
26.7	Other (Instrument)	<p><b>Remote service/support</b></p> <p>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:</p>

Clause	Conditions Type	Description
		<p>- 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;  - for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 pm and up to midnight; or  - 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;</p> <p>except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.</p> <p>Provided that, 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.</p> <p>Notwithstanding the above, where an employee has completed the job and finished work and 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.</p> <p>Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of the <b>Rest period after overtime</b> provisions where the time worked is less than three hours during the work period or each work period. Provided that where the total number of hours worked on more than work period is four hours or more then the provisions will apply.</p> <p>Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of the <b>Call-back</b> provisions.</p>
26.9	Overtime - other (Instrument)	The rates prescribed in clause 26 are in substitution for and not cumulative upon the loadings prescribed in clauses 24—Ordinary hours of work, rostering and penalty rates and clause 30—Public holidays.
27.2	Annual leave (Instrument)	<p><b>Conversion to hourly entitlement</b></p> <p>An employer may convert the entitlements in s.32 of the NES to an hourly entitlement for administrative ease (e.g. 152 hours rather than four weeks for an employee working a 38 hour week).</p>

Clause	Conditions Type	Description
27.3	Annual leave (Instrument)	<p><b>Payment for period of annual leave</b></p> <p>Instead of the base rate of pay as referred to in s.35(1) of the NES an employee under this award, prior to commencing a period of annual leave or close-down, 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.</p>
27.4	Annual leave loading (Instrument)	<p>In addition to the payments specified in <b>Payment for period of annual leave</b>, employees must be paid an annual leave loading of 17.5%.</p> <p>Provided that where an employee would have received loadings, in accordance with the <b>ordinary hours of work, rostering and penalty rates</b> provisions, 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.</p> <p>The annual leave loading is only payable on annual leave due. It is not payable on pro rata annual leave on termination.</p>
27.5	Annual leave - excessive leave (Instrument)	<p>Notwithstanding s.33 of the NES, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:</p> <ul style="list-style-type: none"> <li>- at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and</li> <li>- the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.</li> </ul>
27.6	Annual leave - paid leave in advance of accrued entitlement (Instrument)	<p>By agreement between the employer and the employee, annual leave may be taken in advance of the due date.</p> <p>Where an employee granted annual leave in advance leaves or is discharged by the employer, the employer will have the right to recover from any monies due to the employee, a sum equal to the annual leave granted in advance less any amounts subsequently accrued.</p>
27.7	Annual leave - close-down	<p>Notwithstanding s.33 of the NES, 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:</p>

Clause	Conditions Type	Description
	(Instrument)	<ul style="list-style-type: none"> <li>- 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</li> <li>- an employer may close down for one or two periods</li> <li>- an employer and the majority of employees concerned may agree to close down for more than two periods</li> <li>- 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 the <b>payment for period of annual leave</b> and <b>annual leave loading</b> provisions</li> <li>- 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.</li> </ul>
30.2	Public holidays (Instrument)	<p><b>Public holidays which fall on a weekend</b></p> <p>Where Christmas Day falls on a Saturday or a Sunday, 27 December will be observed as the public holiday instead of the prescribed day.</p> <p>Where Boxing Day falls on a Saturday or a Sunday, 28 December will be observed as the public holiday instead of the prescribed day.</p> <p>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.</p>
30.3	Public holidays (Instrument)	<p><b>Substitution of certain public holidays by agreement at the enterprise</b></p> <p>By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the prescribed days.</p> <p>An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise. Such agreement must be recorded in the time and wages records.</p>
30.5	Public holidays (Instrument)	<p><b>Absence on working day before or after a public holiday</b></p>

Clause	Conditions Type	Description
		An employee absent on the working day before or the working day after a public holiday without reasonable excuse (proof of which will be on the employee), or without the consent of the employer, will not be entitled to payment for such holiday.
30.6	Public holidays (Instrument)	<b>Leave of absence</b>  The entitlement to a public holiday will not apply to an employee during any period of unpaid leave exceeding two weeks, except where such unpaid leave is in respect of personal injury or illness.
20.5(c)ii	Allowances and special rates (Instrument)	Instrument

### **Frequency of Payment**

At the election of the employer, wages may be paid weekly or fortnightly.

If there is an existing practice in place as at 31 December 2009 then an employer is permitted to continue with this practice.

An employer may pay wages four 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.

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.

**IMPORTANT NOTE: Disclaimer**

The Fair Work Ombudsman (FWO) is committed to providing useful, reliable information to help you understand your rights and obligations under workplace laws. The Pay and Conditions Guides are provided for that purpose.

There are factors that may affect the information contained in these Guides. These include:

- changes to pay rates, allowances, penalties or modern award provisions; eg after FWA's annual wage review which takes effect on 1 July each year
- changes to the Fair Work Act or other relevant legislation
- decisions of courts or Fair Work Australia, in particular regarding the effect of provisions in modern awards and pre-modern awards where those differ from the approach taken by the FWO.

The FWO will consider these matters and where appropriate update the Guides.

It is your responsibility to comply with workplace laws and industrial instruments that apply to you.

The information contained in these Pay and Conditions Guides is:

- general in nature and may not deal with all aspects of the law that are relevant to your specific situation; and
- not legal advice.

Therefore you may wish to seek your own independent professional advice to ensure all the factors relevant to your circumstances are properly considered.