



Australian Government

# Fair Work

## OMBUDSMAN

### PAY AND CONDITIONS GUIDE

**Telecommunications Services Award 2010 [MA000041]** ('modern award')

replacing terms and conditions in or derived from

**Telecommunications Industry (Professional Employees) Award 2002 [AP816688]** ('pre-modern award')

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

Effective from 01 July 2013.

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#### **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 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 industry award covers employers throughout Australia who are engaged in the telecommunications services industry in respect of work by their employees in a classification in this award and their employees engaged in the classifications listed in this award, to the exclusion of any other modern award.

### **Definition of telecommunications services industry**

For the purposes of this clause **telecommunications services industry** means any business:

whose principal function is a telecommunications service carrier; or

whose principal function is a carriage service provider or a content service provider; or

whose principal function is the supply of telecommunications services including value added telecommunications services; or

whose principal function is incidental, ancillary or complementary to the businesses referred to as above; or

which supplies labour to a business in the telecommunications services 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 telecommunications services industry.

**Telecommunications service carrier** means the holder of a carrier licence.

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 the first paragraph 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.

### **Exclusions**

This award does not cover:

an employee excluded from award coverage by the Act;

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;

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;

television stations and radio stations;

employees of electrical contractors covered by the scope of the Electrical, Electronic and Communications Contracting Award 2010;

a business whose principal function is the manufacture and supply of telecommunications equipment and lines whether or not such business also installs and monitors telecommunications equipment and lines; and

a business whose principal function is the installation, service and/or maintenance of telecommunications equipment and lines, unless the business also operates that equipment and lines.

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.

### **\*Post 26 March 2006 employer**

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

## 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

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
<b>Technical stream</b>		
Telecommunications trainee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 3 year course	\$18.29
Telecommunications trainee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 4 or 5 years course	\$18.38
Telecommunications trainee	Professional engineering, Graduate engineer, 4 or 5 years course	\$18.38
Telecommunications technical employee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 3 year course	\$19.58
Telecommunications technical employee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 4 or 5 years course	\$19.66
Telecommunications technical employee	Professional engineering, Graduate engineer, 4 or 5 years course	\$19.66
Telecommunications technician	Professional scientific/IT, Experienced scientific/IT employee, Level 2	\$21.26
Telecommunications technician	Professional engineering, Experienced engineer, Level 2	\$21.26
Advanced telecommunications technician	Professional scientific/IT, Experienced scientific/IT employee, Level 2	\$21.71
Advanced telecommunications technician	Professional scientific/IT, Professional scientific/IT employee, Level 3	\$22.15
Advanced telecommunications technician	Professional engineering, Experienced engineer, Level 2	\$21.71
Advanced telecommunications technician	Professional engineering, Professional engineer, Level 3	\$22.15
Principal telecommunications technician	Professional scientific/IT, Professional scientific/IT employee, Level 3	\$23.38

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Principal telecommunications technician	Professional scientific/IT, Professional scientific/IT employee, Level 4	\$24.04
Principal telecommunications technician	Professional engineering, Professional engineer, Level 3	\$23.38
Principal telecommunications technician	Professional engineering, Professional engineer, Level 4	\$24.04
Telecommunications associate	Professional scientific/IT, Professional scientific/IT employee, Level 4	\$25.51
Telecommunications associate	Professional engineering, Professional engineer, Level 4	\$25.51

### Casual

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
<b>Technical stream</b>		
Telecommunications trainee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 3 year course	\$22.59 (23.5%)
Telecommunications trainee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 4 or 5 years course	\$22.69 (23.5%)
Telecommunications trainee	Professional engineering, Graduate engineer, 4 or 5 years course	\$22.69 (23.5%)
Telecommunications technical employee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 3 year course	\$24.18 (23.5%)
Telecommunications technical employee	Professional scientific/IT, Graduate scientific/IT employee, Level 1, 4 or 5 years course	\$24.28 (23.5%)
Telecommunications technical employee	Professional engineering, Graduate engineer, 4 or 5 years course	\$24.28 (23.5%)
Telecommunications technician	Professional scientific/IT, Experienced scientific/IT employee, Level 2	\$26.25 (23.5%)
Telecommunications technician	Professional engineering, Experienced engineer, Level 2	\$26.25 (23.5%)
Advanced telecommunications technician	Professional scientific/IT, Experienced scientific/IT employee, Level 2	\$26.82 (23.5%)

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Advanced telecommunications technician	Professional scientific/IT, Professional scientific/IT employee, Level 3	\$27.36 (23.5%)
Advanced telecommunications technician	Professional engineering, Experienced engineer, Level 2	\$26.82 (23.5%)
Advanced telecommunications technician	Professional engineering, Professional engineer, Level 3	\$27.36 (23.5%)
Principal telecommunications technician	Professional scientific/IT, Professional scientific/IT employee, Level 3	\$28.88 (23.5%)
Principal telecommunications technician	Professional scientific/IT, Professional scientific/IT employee, Level 4	\$29.69 (23.5%)
Principal telecommunications technician	Professional engineering, Professional engineer, Level 3	\$28.88 (23.5%)
Principal telecommunications technician	Professional engineering, Professional engineer, Level 4	\$29.69 (23.5%)
Telecommunications associate	Professional scientific/IT, Professional scientific/IT employee, Level 4	\$31.50 (23.5%)
Telecommunications associate	Professional engineering, Professional engineer, Level 4	\$31.50 (23.5%)

### **Junior**

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

### **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 16 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:

First full pay period on or after	Proportion of transitional percentage
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:

<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%

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:

<b>First full pay period on or after</b>	<b>Percent of pre-modern award loading/penalty</b>
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.

<b>1/01/2014</b>	<b>1/07/2010</b>	<b>1/01/2010</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>	<b>Pre-modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(20.00%)</b>		<b>(80.00%)</b>
10.00%	2.00%	10.00%	8.00%
20.00%	4.00%	20.00%	16.00%
25.00%	5.00%	25.00%	20.00%
50.00%	10.00%	50.00%	40.00%
75.00%	15.00%	75.00%	60.00%
100.00%	20.00%	100.00%	80.00%
120.00%	24.00%	120.00%	96.00%
125.00%	25.00%	125.00%	100.00%
130.00%	26.00%	130.00%	104.00%
150.00%	30.00%	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>
17.1(a)	Vehicle allowance	An employee who is required on a casual basis to use the employee's motor vehicle to carry out the employer's business must be paid an allowance.	1/07/2013	\$0.7600 per kilometre
17.1(d)	Meal allowance	An employee is entitled to a meal allowance on each occasion that they are entitled to a rest break during overtime, except if the employee:  - is a day worker and was notified at least the day before that they would be required to work overtime - is a shiftworker and was notified no later at least the day or shift before that they would be required to work such overtime or - could reasonably return home for meals.	1/07/2013	\$12.7600 per occasion
17.2(b)	Tool allowance	<b>Technical stream</b>  Telecommunications Technicians, Advanced Telecommunications Technicians and Principal Telecommunications Technicians will be paid an allowance for supplying and maintaining tools ordinarily required in the performance of their work, except where the employer provides all of the tools.	1/07/2010	\$14.8900 per week

## Full Time

Clause	Allowance Type	Description	Effective Date	Rate
17.2(b)	Tool allowance	<b>Technical stream</b>  A first year apprentice will be paid the following allowance for supplying and maintaining tools ordinarily required in the performance of their work, except where the employer provides all of the tools.	1/07/2010	\$6.2538 per week (42.00%)
17.2(b)	Tool allowance	<b>Technical stream</b>  Second year apprentice	1/07/2010	\$8.1895 per week (55.00%)
17.2(b)	Tool allowance	<b>Technical stream</b>  Third year apprentice	1/07/2010	\$11.1675 per week (75.00%)
17.2(b)	Tool allowance	<b>Technical stream</b>  Fourth year apprentice	1/07/2010	\$13.1032 per week (88.00%)

## Full Time, Casual

Clause	Allowance Type	Description	Effective Date	Rate
17.1(b)	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 the St John Ambulance or similar body	1/07/2013	\$0.3813 per hour. This weekly allowance has been converted to an

Clause	Allowance Type	Description	Effective Date	Rate
		must be paid an allowance if appointed by their employer to perform first aid duty.		hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (2.00%)
17.2(a)	Leading hand allowance	All purpose allowance expressed as per week.  <b>Technical stream</b>  A team leader/leading hand in the Technical Stream who is in charge of 3 to 10 employees will receive the following allowance.	1/07/2013	\$0.8370 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). (4.39%)
17.2(a)	Leading hand allowance	All purpose allowance expressed as per week.  <b>Technical stream</b>  In charge of 11 to 20 employees.	1/07/2013	\$1.2469 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). (6.54%)
17.2(a)	Leading hand allowance	All purpose allowance expressed as per week.  <b>Technical stream</b>	1/07/2013	\$1.6034 per hour. This weekly allowance has been converted to an hourly amount. It

Clause	Allowance Type	Description	Effective Date	Rate
		In charge of more than 20 employees.		should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (8.41%)

## **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**

Clause	Conditions Type	Description
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>

Clause	Conditions Type	Description
8	Consultation (Instrument)	The award contains information on the employer's responsibility to consult regarding major workplace change including the:  - duty to notify, and - duty to discuss change.
9	Dispute resolution (Instrument)	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).
11.2	Part-time conditions (Instrument)	An employee may be engaged to work on a part-time basis involving a regular pattern of hours which will average less than 38 hours per week.  Overtime will be payable to part-time employees when they work in excess of their fixed hours. However, a part-time employee is not entitled to be paid overtime penalties on a day until they have worked at least the same number of hours as a full-time employee on that day in the relevant section of the business, provided that a part-time employee will not work more than 38 hours in any week at ordinary rates.  The terms of this award will apply pro rata to part-time employees.  <b>Public holidays</b>  Where the part-time employee's normal paid hours fall on a public holiday 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 will be paid in accordance the public holidays section of this award.
11.3	Casual conditions (Instrument)	An employer may engage employees on a casual basis in which case employment may be terminated by an hour's notice given either by the employer or the employee, or by the payment or forfeiture of an hour's wage as the case may be.
12.2	Termination of employment - notice of termination by an employee (Instrument)	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.

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
12.3	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.
13.2	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.
13.3	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.
13.4	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.  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.
13.5	Redundancy - transitional provisions (Instrument)	An employee is entitled to redundancy pay in accordance with the notional agreement preserving the state award that would have applied immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee and 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.  The entitlement to redundancy pay under the notional agreement preserving the state award is limited to the amount which exceeds the entitlement under the NES.  This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.
14.4	Apprentice conditions	The terms of this award will apply to apprentices except where it is otherwise stated.

Clause	Conditions Type	Description
	(Instrument)	<p>The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship, consistent with any state or territory legislation, but will not exceed three months.</p> <p>Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory conduct, will be reimbursed all fees paid by them.</p> <p>Except where stated otherwise, all conditions of employment in the award will apply to apprentices. Notice of termination and redundancy provisions will not apply to apprentices. The ordinary hours of employment of apprentices will not in each enterprise exceed those of the relevant tradesperson.</p> <p>No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract or training agreement.</p> <p>The period of apprenticeship will be four years, except where the period is varied with the approval of the relevant State or Territory Training Authority.</p> <p>Other conditions regarding engaging apprentices are contained within this award.</p>
15.1 & 15.2	Other (Instrument)	<p><b>Exempt award provisions</b></p> <p>The following award provisions do not apply to persons in the classifications of Principal Customer Contact Leader, Telecommunications Associate or Clerical and Administration Level 5:</p> <ul style="list-style-type: none"> <li>- allowances</li> <li>- payment of wages</li> <li>- hours of work</li> <li>- breaks</li> <li>- overtime and penalty rates</li> <li>- annual leave loading</li> <li>- payment for time worked on a public holiday.</li> </ul>
15.3	Other (Instrument)	<p><b>Obligations upon employers for exempted classifications</b></p>

Clause	Conditions Type	Description
		<p><b>Transfers</b></p> <p>Where an employee is transferred permanently from day work to shiftwork or from shiftwork to day work, they should receive at least one month's notice. However, the employer and the employee may agree on a lesser period of notice.</p> <p><b>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. Where agreement is reached with an individual employee, wages may be paid four weekly or monthly.</p> <p>Furthermore, the award outlines all other obligations that apply to employers in relation to exempted classifications.</p>
15.3(f)	Annual leave loading (Instrument)	<p><b>Obligations upon employers for exempted classifications</b></p> <p>In addition to receiving an amount equal to the wages the employee would have earned if not on annual leave, employees will be paid an annual leave loading of 17.5%. This loading applies unless the employer can prove that the employee's wage has been fixed to include annual leave loading in the regular rate of pay.</p>
17.1(c)	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>
17.1(e)(i) & (ii)	Travelling time (Instrument)	<p>All reasonable out of pocket expenses incurred in connection with the employer's business, authorised by the employer and paid by the employee, will be reimbursed by the employer.</p>

Clause	Conditions Type	Description
		<p>An employee directed by the employer to travel in their own time on company business will be paid travelling time and all expenses incurred while travelling. 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 their usual workplace or territory. Where an employee is required to work away from the usual workplace and travels in their own time to reach such place, the employee will be entitled to be paid for the time reasonably spent travelling to such place in excess of the time normally spent travelling from home to the usual workplace.</p> <p>The amount of pay for an employee travelling outside of ordinary hours will be their ordinary rate of pay.</p> <p>The travelling time to be paid will be 12 maximum hours out of every 24 hours, or where a sleeping compartment is provided by the employer for all night travel, eight hours out of every 24.</p>
17.1(e)(iv)	Other (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 paid for by the employer, provided that an employee who is transferred at their 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 will be provided with suitable accommodation for a period not exceeding six weeks. In cases where such employees can show to the employer that they have taken all reasonable steps to obtain a similar place of residence to that which they previously enjoyed without success, then the six weeks 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 will provide suitable accommodation for a period not exceeding four weeks.</p> <p>These provisions will stop applying immediately after the employee assumes a new place of residence or when the purchase has been completed, whichever is sooner.</p>

Clause	Conditions Type	Description
17.1(f)	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, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee and that would have entitled the employee to payment of a district allowance.</p> <p>This clause ceases to operate on 31 December 2014.</p>
17.2(b)	Clothing, footwear and/ or equipment (Instrument)	<p><b>Technical stream</b></p> <p><b>Tool allowance—Technicians and Apprentices</b></p> <p>An employer will provide for the use of tradespersons or apprentices all necessary power tools, special purpose tools and precision measuring instruments.</p> <p>Employees will replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.</p>
18	Method of payment (Instrument)	<p><b>Flexibility in relation to pay periods</b></p> <p>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).</p> <p>Wages must be paid by electronic funds transfer, except where, by mutual agreement they may be paid by cash or by cheque.</p> <p>If however there is an existing practice in place as at 31 December 2009, then an employer is permitted to continue with this practice.</p>
19	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> </ul>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> <li>- the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.</li> </ul>
20.1-20.3	Hours of work (Instrument)	<p>The ordinary hours of work are to be an average of 38 per week.</p> <p>Except as provided elsewhere, an employee will not be required to work more than 10 ordinary hours per day, and the ordinary hours must not exceed 152 hours in 28 consecutive days.</p>
20.4	Hours of work (Instrument)	<p><b>Method of arranging ordinary hours</b></p> <p>The method of arranging ordinary hours may be by:</p> <ul style="list-style-type: none"> <li>- employees working a consistent number of ordinary hours each day</li> <li>- fixing one day a week on which employees work a lesser number of hours</li> <li>- fixing one or more days on which all employees will be off during a particular work cycle</li> <li>- 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.</li> </ul>
20.5	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 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</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. In such circumstances the employer is not required to make any additional payment.</li> </ul> <p>Where an employee receives notice as above, and they raise significant concerns 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>
20.6(a)	Hours of work (Instrument)	<p>The ordinary hours of work for day work will be worked between the following spread of hours:</p>

Clause	Conditions Type	Description
		Monday to Friday - 7.00am to 7.00pm Saturday - 7.00am to 1.00pm.
20.6(b)	Hours of work (Instrument)	<p><b>Flexibility in relation to day work hours</b></p> <p>The following forms of flexibility may be implemented in respect of all employees in a workplace or section/s thereof, or an individual employee, subject to agreement:</p> <ul style="list-style-type: none"> <li>- the spread of hours 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, exclusive of meal breaks</li> <li>- a roster may operate on the basis of an average 38 ordinary hours per week, worked over a period which exceeds 28 consecutive days but does not exceed 12 months.</li> </ul> <p>Where an agreement is reached, the agreement will be recorded in the time and wages records.</p>
20.6(c)	Hours of work (Instrument)	<p><b>Flexibility in relation to day work on Saturday afternoon and Sunday</b></p> <p>By agreement between an individual employee and the employer, the days on which ordinary hours are worked may include Saturday afternoon between 1.00pm and 7.00pm and Sunday between 7.00am and 7.00pm, subject to the relevant penalty.</p> <p>Where an agreement is reached, the agreement will be recorded in the time and wages records.</p> <p>These provisions 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.</p> <p>In such circumstances, the ordinary hours of work will be worked at the discretion of the employer on any day of the week, Monday to Sunday.</p>
20.6(e)	Hours of work (Instrument)	Any work performed outside the spread of hours is to be paid at overtime rates. However, 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.
20.7	Hours of work	<b>Provisions applicable only to afternoon or night shifts</b>

Clause	Conditions Type	Description
	(Instrument)	<p>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.</p> <p><b>Flexibility in relation to shiftwork hours</b></p> <p>The following forms of flexibility may be implemented in respect of all employees in a workplace or section, or an individual, subject to agreement:</p> <ul style="list-style-type: none"> <li>- in excess of 10 hours and up to 12 hours of ordinary time may be worked per shift, exclusive of meal breaks</li> <li>- a roster may operate on the basis of an average 38 ordinary hours per week, worked over a period which exceeds 28 consecutive days but does not exceed 12 months.</li> </ul> <p>Where an agreement is reached, the agreement will be recorded in the time and wages records.</p>
20.10	Other (Instrument)	<p><b>Daylight saving</b></p> <p>For work performed which spans the starting or finishing of a daylight saving system, 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>
20.11	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 where 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>
20.12	Hours of work (Instrument)	<p><b>Twelve hour days or shifts</b></p> <p>Implementation of 12 hour days or shifts is subject to the following:</p>

Clause	Conditions Type	Description
		<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</li> <li>- an adequate trial or review process being implemented.</li> </ul>
21.2	Overtime - other (Instrument)	<p><b>Minimum payment</b></p> <p>An employee required to work overtime on a Saturday or Sunday will be paid for a minimum of three hours at the appropriate rate, except where such overtime is worked before or after ordinary hours of work.</p> <p>Where this is the case, the employee will receive payment at the overtime rate for the actual time worked.</p>
21.3	Overtime - other (Instrument)	<p><b>Rest break during overtime</b></p> <p>An employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime if the employee continues to work after such rest break.</p>
21.4	Overtime - other (Instrument)	<p><b>Rest period after overtime</b></p> <p>When overtime work is necessary, it will where reasonable be so arranged that employees have at least 10 consecutive hours off duty between shifts.</p> <p>An employee (other than a casual or part-time employee), who works so much overtime between the end of work on one day and the start of work on the next day that the employee did not have at least 10 consecutive hours off duty, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay.</p> <p>These provisions 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.</p>

Clause	Conditions Type	Description
21.5	Overtime – time off in lieu (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.</p>
21.6	Call-back (Instrument)	<p>An employee recalled to work overtime after leaving work will be paid a minimum of three hours at the appropriate overtime rate for each time recalled, except where the overtime is continuous ordinary hours.</p> <p>An employee will not be required to work the full three hours if the job(s) recalled to perform are completed within a shorter period.</p> <p>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 remainder of the three hours' 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>These provisions will not apply where an employee provides service or support over the telephone or via remote access arrangements.</p>
21.7	Overtime - 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 will be paid for each occasion that such work is carried out:</p> <ul style="list-style-type: none"> <li>- for a minimum of half an hour at the appropriate overtime rate where such work commences between 5.00am and up to 10.00pm</li> <li>- for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00pm and up to midnight or</li> <li>- for a minimum of one and one half hours at the appropriate overtime rate where such work commences after midnight and before 5.00am</li> </ul>

Clause	Conditions Type	Description
		<p>except where the overtime is continuous 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 one half hours as the case may be if the work is completed within a shorter period.</p> <p>Where an employee has completed the job and finished work and is required to perform further work within the minimum period for that job, the remainder 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>These provisions will only apply to classifications in the Technical Stream.</p>
22.1	Breaks - meal (Instrument)	Where reasonable, an employee will not be required to work for more than five hours without a break for a meal which 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.
22.2	Breaks - meal (Instrument)	<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, or an individual employee, subject to agreement:</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> <li>- meal breaks may be for a period of less than 30 minutes, but not less than 20 minutes.</li> </ul>
23.2	Annual leave (Instrument)	For the purposes of the provisions of the NES, a <b>shiftworker</b> is an afternoon or night shiftworker who is rostered to regularly work ordinary hours of work on Sundays and Public holidays.
23.3	Annual leave loading (Instrument)	Prior to commencing a period of annual leave, an employee will be paid the wages they would have received in respect of the ordinary time as if the employee had worked. In addition, employees must be paid an annual leave loading of 17.5%.

Clause	Conditions Type	Description
		Where an employee would have received overtime, weekend and/or shift loadings had they not been on leave, 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.
23.4	Annual leave - excessive leave (Instrument)	<p>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>
23.5	Annual leave - paid leave in advance of accrued entitlement (Instrument)	By agreement between an employer and an employee, a period of annual leave may be taken in advance of the entitlement accruing. However, if leave is taken in advance and the employment terminates before the entitlement has accrued, the employer can deduct the entitlement from any money due to the employee on termination.
23.6	Annual leave - close-down (Instrument)	<p>An employer may close down an enterprise or part of it, provided that the employer gives at least one month's notice to the affected employees. The notice will advise employees of the commencement date and duration of the close-down.</p> <p>An employer may close down for one or two periods. Where there is agreement between the employer and the majority of employees concerned, an employer may close down for more than two periods.</p> <p>An employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave. 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 closedown.</p>
26.2	Public holidays (Instrument)	<p><b>Substitution of public holidays</b></p> <p>An employer and a majority of affected employees or an individual employee may reach agreement in writing to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under terms of the NES.</p>

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
17.1(e)(iii)	Allowances and special rates (Instrument)	Expenses for the purposes of clause 17.1(e)(i) means: Reasonable expenses incurred while travelling including \$12.44 for each meal taken (except where the cost of the meal is included in the fare).

### **Frequency of Payment**

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

**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.