

# Electrical, Electronic and Communications Contracting Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 4 December 2017 ([PR598110](#)).

Clause(s) affected by the most recent variation(s):

Schedule F—2017 Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/265](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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[Varied by [PR988411](#), [PR994523](#), [PR532628](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR582997](#), [PR584098](#)]

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## Part 1—Application and Operation

### 1. Title

This award is the *Electrical, Electronic and Communications Contracting Award 2010*.

### 2. Commencement and transitional

[Varied by [PR988411](#), [PR542145](#)]

**2.1** This award commences on 1 January 2010.

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

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

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

[2.4 varied by [PR542145](#) ppc 04Dec13]

**2.4** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542145](#) ppc 04Dec13]

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

[2.6 varied by [PR542145](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

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

### 3. Definitions and interpretation

[Varied by [PR988411](#), [PR994523](#), [PR997772](#), [PR503733](#), [PR544547](#), [PR545992](#)]

In this award, unless the contrary intention appears, the definitions in this clause will apply.

#### 3.1 Skill streams

The award provides a career path in the following five broad skill streams within the electrical, electronic and communication contracting industries:

##### (a) Stream one—electrical

- (i) Includes all electrical work normally associated with the work of an electrical mechanic, electrical fitter, electrician—special class and electronics tradesperson as defined in Schedule B—Classification Definitions
- (ii) Includes electronic work to the extent that electrician—special class and electronics tradesperson undertake electronic work

##### (b) Stream two—electronics/communications

- (i) Covers all types of electronic/communications work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:
  - computers, peripherals and other electronic equipment;
  - fire alarms, security alarm systems and surveillance systems (the definition of fire alarm industry and security alarm systems is found in clause 3.2);
  - communications equipment and radio/television/public address; and
  - other areas of work listed in clause 4.8.
- (ii) Communications includes but is not limited to telecommunications
- (iii) Includes the work described in Schedule B—Classification Definitions, of this award within the definitions of:
  - electronic equipment tester/installer;
  - television antenna installer/erector;
  - alarm/security technician;

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- electronic serviceman;
- television/radio/electronic serviceperson; and
- alarm/security tester.

### (c) Stream three—instrumentation

Includes instrument and instrumentation work normally associated with the work of instrument tradespeople, electrical/instrument tradespeople, instrument trades—complex systems and instrumentation and controls tradespeople

### (d) Stream four—refrigeration/air-conditioning

Includes work in or in connection with refrigeration and air-conditioning, plant, equipment or systems

### (e) Stream five—lines/cable work (power distribution)

Includes all the work normally associated with the work of lines tradespeople and/or cable jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical/electronic distribution lines and systems

## 3.2 Other definitions

In this award, unless the contrary intention appears the definitions in this clause will apply:

[Definition of **Act** substituted by [PR994523](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544547](#) ppc 01Jan14]

**adult apprentice** means a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 12 of this Award

**afternoon shift** means any shift finishing after 6.00 pm and at or before midnight

[Definition of **agreement-based transitional instrument** inserted by [PR994523](#) from 01Jan10]

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

[Definition of **apprentice** inserted by [PR544547](#) ppc 01Jan14]

**apprentice** means a person who has entered into a training contract for an apprenticeship in accordance with clause 12 of this Award

[Definition of **award-based transitional instrument** inserted by [PR994523](#) from 01Jan10]

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

[Definition of **Commission** deleted by [PR994523](#) from 01Jan10]

**communications** includes but is not limited to telecommunications

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**continuous shiftworker** means an employee regularly engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

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

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

[Definition of **default fund employee** inserted by [PR545992](#) ppc 01Jan14]

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

[Definition of **defined benefit member** inserted by [PR545992](#) ppc 01Jan14]

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

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

[Definition of **Division 2B State award** inserted by [PR503733](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503733](#) ppc 01Jan11]

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

[Definition of **employee** substituted by [PR994523](#), [PR997772](#) from 01Jan10]

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

[Definition of **employer** substituted by [PR994523](#), [PR997772](#) from 01Jan10]

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

[Definition of **enterprise award** deleted by [PR994523](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994523](#) from 01Jan10]

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

[Definition of **exempt public sector superannuation scheme** inserted by [PR545992](#) ppc 01Jan14]

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

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

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

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

[Definition of **MySuper product** inserted by [PR545992](#) ppc 01Jan14]

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

[Definition of **enterprise NAPSA** deleted by [PR994523](#) from 01Jan10]

[Definition of **NAPSA** deleted by [PR994523](#) from 01Jan10]

[Definition of **NES** substituted by [PR994523](#) from 01Jan10]

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

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

[Definition of **on-hire** inserted by [PR994523](#) from 01Jan10]

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

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

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

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

[Definition of **transitional minimum wage instrument** inserted by [PR994523](#) from 01Jan10]

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

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

- 3.3** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## **4. Coverage**

[Varied by [PR988411](#), [PR994523](#)]

- 4.1** This industry award covers employers throughout Australia in the industry of electrical services provided by electrical, electronics and communications contractors and their employees in the classifications within Schedule B—Classification Definitions to the exclusion of any other modern award.

- 4.2** Without limiting the generality of that exclusion, the award does not cover:

- (a) employers who are manufacturers or vendors of plant or equipment in high or low tension power stations; and/or substations for the generation and/or transmission of electric power in respect of the manufacturing section of the business or their employees engaged in that section; or
- (b) employers operating a business, the primary purpose of which is the manufacture and/or vending of plant and equipment in respect of those parts or divisions of the business which predominantly engage in the manufacture and/or vending of plant and equipment or the installation, assembly, refurbishment and maintenance of that plant and equipment or their employees engaged in that part or division.

- 4.3** The award does not cover an employee excluded from award coverage by the Act.

[4.4 substituted by [PR994523](#) from 01Jan10]

- 4.4** 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.

[New 4.5 inserted by [PR994523](#) from 01Jan10]

- 4.5** 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.

[New 4.6 inserted by [PR994523](#) from 01Jan10]

- 4.6** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[New 4.7 inserted by [PR994523](#) from 01Jan10]

- 4.7** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1



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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.

[4.5 renumbered as 4.8 by [PR994523](#) from 01Jan10]

**4.8** For the purposes of clause 4.1, **electrical services** includes:

- (a) the maintenance of electric power distribution lines and all associated work; and/or
- (b) the installation of electric light and power, all classes of assembly, wiring, repair and maintenance of electrical installations and appliances including, without in any way limiting the generality of the foregoing, the assembling, installing, diagnosing, servicing and rectifying of faults in any of the following:
  - electronic products (e.g. television receivers, video cassette recorders, audio equipment/systems, home computers, etc) and any combination of these products together with ancillary devices and/or equipment;
  - television and radio transmitting devices including: LF (low frequency); HF (high frequency); VHF (very high frequency); UHF (ultra high frequency); and CB radios;
  - telemetry systems and ancillary equipment;
  - multiple access television distribution systems;
  - computers and their peripherals;
  - microwave and associated equipment;
  - electrically operated refrigeration and air conditioning plant and/or equipment;
  - telephone communication devices;
  - fibre optic transmission lines and associated equipment;
  - public address systems;
  - domestic satellite television receivers;
  - maritime electronic equipment (including depth sounders, radar, etc);
  - security alarm systems;
  - fire alarm systems;
  - superconductivity systems and associated equipment;
  - electromagnetic devices;
  - instrumentation; and
  - all work incidental to the above.

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[4.6 renumbered as 4.9 by [PR994523](#) from 01Jan10]

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

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

### **5. Access to the award and the National Employment Standards**

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

### **6. The National Employment Standards and this award**

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

### **7. Award flexibility**

[Varied by [PR542145](#)]

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

[7.2 varied by [PR542145](#) ppc 04Dec13]

- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

- 7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

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[7.3(b) varied by [PR542145](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**7.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**7.8** The agreement may be terminated:

[7.8(a) varied by [PR542145](#) ppc 04Dec13]

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

[Note inserted by [PR542145](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542145](#) ppc 04Dec13]

**7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement

entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542145](#) ppc 04Dec13]

**7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

#### 8.1 Consultation regarding major workplace change

##### (a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

##### (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is

required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **8.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **9. Dispute resolution**

[Varied by [PR994523](#), [PR542145](#)]

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR994503](#), [PR542145](#) ppc 04Dec13]

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR994503](#), [PR542145](#) ppc 04Dec13]

- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994503](#), [PR542145](#) ppc 04Dec13]

- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

An employee may be engaged on a full-time, part-time or casual basis.

#### **10.1 Full-time employment**

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

#### **10.2 Part-time employment**

- (a) A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 38 hours per week.
- (b) An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this award and/or the NES on a proportionate basis.
- (c) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the all-purpose weekly wage rate for the relevant classification plus any applicable allowances.
- (d) An employer must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.
- (e) **Part-time employment—public holidays**
- (i) Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.
- (ii) Where the employee works on the holiday, such employee must be paid in accordance with clause 24.14(b).

**(f) Part-time employment—overtime**

A part-time employee will not be required to work outside of the hours advised in accordance with clause 10.2(d) unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime provisions of clause 26—Overtime, will apply.

**10.3 Casual employment**

- (a)** A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.
- (b)** For each hour worked, a casual employee will be paid no less than 1/38th of the all-purpose weekly wage rate of pay for their classification in clause 16—Classifications and minimum wages, plus a casual loading of 25%.
- (c)** The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (d)** The overtime provisions of clause 26—Overtime and clause 24.13 apply to casual employees.
- (e) Casual conversion to full-time or part-time employment**

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

## 11. School-based apprentices

[Varied by [PR988411](#)]

See Schedule E

## 12. Apprentices

[Varied by [PR998376](#), [PR998941](#), [PR535020](#), [PR544547](#)]

### 12.1 State or Territory legislation to apply to apprentices

- (a) The terms of this award will apply to apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in clause 12.2(c) where declared or recognised by an apprenticeship authority which is established under State or Territory legislation.
- (b) Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade or occupation provided for in this clause.

### 12.2 Operation of State laws

- (a) In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.

[12.2(b) varied by [PR535020](#) ppc 20Mar13]

- (b) Where it is consistent with State legislation, an apprentice may be engaged under a training agreement approved by a relevant State/Territory apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the EE-OZ Industry Skills Council (ElectroComms and EnergyUtilities Industry Skills Council) and endorsed by the National Skills Standards Council.

[12.2(c) varied by [PR998376](#), corrected by [PR998941](#) from 30Jun10]

- (c) Subject to clause 12.1(a), a trainee apprentice or indentured apprentice will be employed in any of the following trades:
  - electrical;
  - instrumentation;
  - electronic/communications;
  - refrigeration air-conditioning; or
  - power lines work and cable jointing.

**12.3** In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation. The employer must provide training



and/or provide access to training consistent with the contract or training agreement without loss of pay.

[New clause 12.4 inserted by [PR544547](#) ppc 01Jan14]

**12.4** Time spent by an apprentice, in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.

**12.5 Excess travel costs for block release training**

[New clause 12.5 inserted by [PR544547](#) ppc 01Jan14]

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (b) For the purposes of this clause excess reasonable travel costs include the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the travel and expenses allowance payable under clause 17.5. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (c) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

[12.6 deleted by [PR544547](#) ppc 01Jan14]

[12.4 renumbered as 12.6 by [PR544547](#) ppc 01Jan14]

**12.6** An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the relevant apprenticeship authority.

[12.5 renumbered as 12.7 by [PR544547](#) ppc 01Jan14]

**12.7** The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with the State legislation but must not exceed three months.

## 12.8 Training costs

[New clause 12.8 inserted by [PR544547](#) ppc 01Jan14]

- (a) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:
  - (i) all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and
  - (ii) any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract;
- (b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 12.8(a).

[12.7 renumbered as 12.9 by [PR544547](#) ppc 01Jan14]

**12.9** Except as provided in this clause or where otherwise stated all conditions of employment specified in the award will apply to apprentices. The ordinary hours of employment of apprentices must not in each enterprise exceed those of the relevant tradesperson.

[12.8 renumbered as 12.10 by [PR544547](#) ppc 01Jan14]

**12.10** Subject to clause 12.15 the period of apprenticeship will be four years. The period may be varied with approval of the apprenticeship authority provided that any credits granted will be counted as part of the apprenticeship for the purpose of wage progression under clause 16.2.

[12.9 renumbered as 12.11 by [PR544547](#) ppc 01Jan14]

**12.11** No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.

[12.10 renumbered as 12.12 by [PR544547](#) ppc 01Jan14]

**12.12** No apprentice will work under a system of payment by results.

## **12.13 Apprentices attending technical college on a rostered day off**

[12.11 renumbered as 12.13 by [PR544547](#) ppc 01Jan14]

An apprentice working in an establishment under a particular work cycle in accordance with clause 24.4 who attends technical college on a rostered day off, must be afforded another ordinary working day off as substitution for the rostered

day off. Any substituted day must be taken in the current or next succeeding work cycle.

#### **12.14 Employment of minors**

[12.12 renumbered as 12.14 by [PR544547](#) ppc 01Jan14]

- (a) An employer must not employ minors in any trade covered by the classifications of this award where the relevant State apprenticeship authority has prescribed such classifications as an apprenticeship trade.
- (b) A minor may be taken on as a probationary apprentice for three months and, if apprenticed, such three months will count as part of their period of apprenticeship.

#### **12.15 Effect on period of apprenticeship of lost time**

[12.13 renumbered as 12.15 by [PR544547](#) ppc 01Jan14]

If during the period of apprenticeship an apprentice has served less than the ordinary working days prescribed by this award or has been unlawfully absent from work, for every day short or absent the apprentice will serve an additional day in the apprenticeship period.

Provided that in calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of the apprentice's ordinary hours.

### **13. Adult apprentices (Queensland only)**

#### **13.1 Definition**

For the purpose of this award, an **adult apprentice** means a person of 21 years of age or over at the time of entering into an indenture to a trade within the scope of this award.

#### **13.2 Application of general conditions of apprenticeship**

The provisions of this award apply to adult apprentices unless specifically provided otherwise by clause 13—Adult apprentices.

#### **13.3 Training credits**

Subject to the provisions of this clause, the training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State training authority through its approved agencies based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice.

#### **13.4 Employment as an adult apprentice**

- (a) Where possible, employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.
- (b) Adult apprentices will not be employed at the expense of other apprentices.

13.5 Clause 13 ceases to operate on 31 December 2014.

## **14. Termination of employment**

14.1 Notice of termination is provided for in the NES.

### **14.2 Notice of termination by an employee**

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

### **14.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **15. Redundancy**

[Varied by [PR994523](#), [PR503733](#), [PR561478](#)]

15.1 Redundancy pay is provided for in the NES.

15.2 The rate for the purposes of the redundancy entitlement under this subclause will be the all-purpose weekly wage rate of pay.

### **15.3 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### **15.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but will not be entitled to payment instead of notice.

**15.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 14.3.

**15.6** An employee will be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to.

**15.7 Redundancy pay schemes**

- (a) Where an employer terminates the employment of an employee and the employer incurs a redundancy pay obligation to the employee under the NES, some or all of the benefit the employee receives from a redundancy pay fund may be set off against the employer's redundancy pay obligation under the NES, subject to the following conditions.
- (b) If the employee receives a benefit from the redundancy pay fund, the employer may set off any proportion of the benefit which is attributable to the employer's contribution to the fund against its redundancy pay obligation under the NES. If the proportion so calculated is equal to or greater than the employer's redundancy pay obligation under the NES the obligation will be fully satisfied.
- (c) If the employee does not receive a benefit from the redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme will, to the extent of those contributions, be set off against the liability of the employer under the NES and payments to the employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. If the contribution is equal to or greater than the employer's redundancy pay obligation under the NES the obligation will be fully satisfied.
- (d) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Regulations 1992*.

**15.8 Transitional provisions – NAPSA employees**

[15.8 substituted by [PR994523](#); renamed by [PR503733](#); deleted by [PR561478](#) ppc 05Mar15]

**15.9 Transitional provisions – Division 2B State employees**

[15.9 inserted by [PR503733](#); deleted by [PR561478](#) ppc 05Mar15]

## Part 4—Classifications and Minimum Wage Rates

### 16. Classifications and minimum wages

[Varied by [PR988411](#), [PR994523](#), [PR997904](#), [PR998376](#), [PR509056](#), [PR522887](#), [PR536690](#), [PR544547](#), [PR545301](#), [PR551613](#), [PR566694](#), [PR579787](#), [PR592121](#)]

**16.1** The definitions of the classification levels in this clause are contained in Schedule B—Classification Definitions.

**16.2** The classifications and minimum wages for an employee, other than an apprentice, are set out in the following table:

[16.2 varied by [PR997904](#), [PR509056](#), [PR522887](#), [PR536690](#), [PR551613](#), [PR566694](#), [PR579787](#), [PR592121](#) ppc 01Jul17]

Classification level	Minimum weekly	Minimum hourly
	wage rate	wage rate
	\$	\$
Electrical worker grade 1	704.90	18.55
Electrical worker grade 2	730.00	19.21
Electrical worker grade 3	755.60	19.88
Electrical worker grade 4	781.10	20.56
Electrical worker grade 5	809.10	21.29
Electrical worker grade 6	834.40	21.96
Electrical worker grade 7	882.80	23.23
Electrical worker grade 8	927.50	24.41
Electrical worker grade 9	946.50	24.91
Electrical worker grade 10	1022.80	26.92

### 16.3 Addition of other all-purpose allowances

[16.3(a) substituted by [PR994523](#) from 01Jan10]

- (a) The all-purpose rate to be paid to an employee, other than an apprentice, will be the sum of the minimum wage rate in the table in clause 16.2, the industry allowance in clause 17.2(a), and, where applicable, the tool allowance in clause 17.2(b), the electrician's licence allowance in clause 17.2(c), the leading hand allowance in clause 17.2(d), the nominee allowance in clause 17.2(e), the electrical distribution line maintenance and tree clearing allowance in clause 17.2(f) and the rate for ordering materials in clause 17.2(g).
- (b) The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.

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- (c) The all-purpose hourly wage rate means the all-purpose weekly wage rate divided by 38.

**16.4 Apprentice minimum wages**

**(a) Junior apprentice minimum wages**

[16.4(a)(i) substituted by [PR544547](#) ppc 01Jan14; corrected by [PR545301](#) ppc 01Jan14]

- (i) Apprentices, other than adult apprentices, commencing their apprenticeship prior to 1 January 2014 will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:

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

[New 16.4(a)(ii) inserted by [PR544547](#) ppc 01Jan14; corrected by [PR545301](#); substituted by [PR566694](#) ppc 01Jul15]

- (ii) Apprentices, other than adult apprentices, commencing their apprenticeship on or after 1 January 2014 will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following tables:

<b>Year of apprenticeship</b>	<b>Apprentices who have not completed Year 12</b>	<b>Apprentices who have completed Year 12</b>
	<b>%</b>	<b>%</b>
1st year	50	55
2nd year	60	65
3rd year	70	70
4th year	82	82

[16.4(a)(ii) varied by [PR994523](#), [PR998376](#) from 30June10; renumbered as 16.4(a)(iii) by [PR544547](#) ppc 01Jan14]

- (iii) In addition to the minimum wage payments arising from clause 16.4(a), apprentices will be paid the full amount of the tool allowance in clause 17.2(b) and the fares allowances in clause 17.5(d) and the percentages shown in clause 16.4(a) of the electrician's licence allowance in clause 17.2(c), the travel time allowance in clause 17.5(c) and the industry allowance in clause 17.2(a). Any other special allowances in clauses 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).

[16.4(a)(iii) inserted by [PR994523](#) from 01Jan10; renumbered as 16.4(a)(iv) by [PR544547](#) ppc 01Jan14]

- (iv) The all-purpose rate to be paid to an apprentice will be the sum of the minimum wage rate arising from clause 16.4(a), the full amount of the

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tool allowance in clause 17.2(b) and the percentages shown in clause 16.4(a) of the electrician's licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a). The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.

[16.4(a)(iv) inserted by [PR994523](#) from 01Jan10; renumbered as 16.4(a)(v) by [PR544547](#) ppc 01Jan14]

- (v) The all-purpose hourly wage rate means the all-purpose weekly wage rate divided by 38.

### (b) Adult apprentices minimum wages

[New 16.4(b) inserted by [PR544547](#) ppc 01Jan14; corrected by [PR545301](#) ppc 01Jan14]

- (i) Where a person has been employed by an employer under this award immediately prior to commencing their adult apprenticeship with that employer, for at least six months as a full time employee, or 12 months as a part-time or regular and systematic casual employee, that person must not suffer a reduction in their minimum wage by virtue of commencing their adult apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.2 in which the adult apprentice was engaged immediately prior to commencing their adult apprenticeship.
- (ii) Subject to clause 16.4(b)(i), adult apprentices commencing their apprenticeship prior to 1 January 2014 will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:

<b>Year of apprenticeship</b>	<b>%</b>
1st year	40
2nd year	52
3rd year	70
4th year	82
- (iii) In addition to the minimum wage payments arising from clause 16.4(b)(ii), adult apprentices commencing their apprenticeship prior to 1 January 2014 will be paid the full amount of the tool allowance in clause 17.2(b) and the fares allowances in clause 17.5(d), and the percentages shown in clause 16.4(b)(ii) of the travel time allowance in clause 17.5(c), the electrician's licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a). Any other special allowances in clauses 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).
- (iv) The all-purpose rate to be paid to an adult apprentice commencing their apprenticeship prior to 1 January 2014 will be the sum of the minimum wage rate arising from clause 16.4(b)(ii), the full amount of the tool



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allowance in clause 17.2(b) and the percentages shown in clause 16.4(b)(ii) of the electrician's licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a). The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.

- (v) Subject to clause 16.4(b)(i), adult apprentices commencing their apprenticeship on or after 1 January 2014 will be paid as set out in the following table:

### From 1 January 2014

#### Year of apprenticeship

1st year	80% of the minimum wage rate for Electrical Worker Grade 5
2nd year	EW1
3rd year	EW1
4th year	EW1

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

**(c) Adult apprentices minimum wages (Queensland only)**

[16.4(b) renumbered as 16.4(c) by [PR544547](#) ppc 01Jan14]

- (i) Adult apprentices will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:

<b>Year of apprenticeship</b>	<b>%</b>
1st year	75
2nd year	80
3rd year	84
4th year	90

[16.4(b)(ii) substituted by [PR994523](#), [PR998376](#) from 30June10]]

- (ii) In addition to the minimum wage payments arising from clause 16.4(c)(i), adult apprentices will be paid the full amount of the tool allowance in clause 17.2(b), and the fares allowances in clause 17.5(d), and the percentages shown in clause 16.4(c)(i) of the electrician's licence allowance in clause 17.2(c), the travel time allowance in clause 17.5(c) and the industry allowance in clause 17.2(a). Any other special allowances in clauses 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).

[16.4(c) inserted by [PR998376](#) from 30June10; renumbered as 16.4(d) by [PR544547](#) ppc 01Jan14]

**(d) Trainee apprentices minimum wages (New South Wales only)**

- (i) A trainee apprentice in New South Wales will be paid the percentages of the minimum wage rate for the Electrical worker grade 5 classification in clause 16.2 as set out in the following table:

<b>Year of apprenticeship</b>	<b>%</b>
1st year	46
2nd year	59
3rd year	77
4th year	86

- (ii) In addition to the minimum wage payments arising from clause 16.4(d)(i), apprentices will be paid the full amount of the tool allowance in clause 17.2(b) and the fares allowances in clause 17.5(d) and the percentages shown in clause 16.4(d)(i) of the electrician's licence allowance in clause 17.2(c), the travel time allowance in clause 17.5(c) and the industry allowance in clause 17.2(a). Any other special allowances in clause 17.3 and 17.4 and allowances for travel and expenses in clauses 17.5 and 17.6 will be paid to apprentices on an 'as incurred' basis at the rate specified, subject to clause 17.1(b).

- (iii) The all-purpose rate to be paid to an apprentice will be the sum of the minimum wage rate arising from clause 16.4(d)(i), the full amount of the

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tool allowance in clause 17.2(b) and the percentages shown in clause 16.4(d)(i) of the electrician's licence allowance in clause 17.2(c) and the industry allowance in clause 17.2(a). The weekly all-purpose rate of pay is payable for all purposes of the award and will be included as appropriate when calculating payments for overtime, all forms of paid leave, annual leave loading, public holidays and pro rata payments on termination.

[16.5 substituted by [PR998376](#), [PR544547](#) ppc 01Jan14]

**16.5** Clauses 16.4(c) and 16.4(d) cease to operate on 31 December 2014.

## 17. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994523](#), [PR998145](#), [PR998376](#), [PR509178](#), [PR523008](#), [PR535020](#), [PR536811](#), [PR542145](#), [PR551734](#), [PR566835](#), [PR579531](#), [PR592284](#)]

### 17.1 Application of allowances

#### (a) All-purpose allowances

All-purpose allowances are payable for all-purposes of the award and are part of the gross weekly ordinary all-purpose rates of pay.

#### (b) Special allowances

- (i) Special allowances are not cumulative. Where more than one of the disabilities which entitles an employee to the payment of a special allowance occurs, the employer will be bound to pay only one rate, being the highest rate for the applicable disabilities.
- (ii) Special allowances are not subject to penalty additions. The special allowances will be paid irrespective of the times at which the work is performed, and will not be subject to any premium or penalty additions.

### 17.2 All-purpose allowances

#### (a) Industry allowance

An all-purpose allowance of 3.7% of the standard weekly rate per week will be paid as compensation for the following disabilities associated with on-site work:

- (i) climatic conditions when working in the open on all types of work;
- (ii) the physical disadvantage of having to climb stairs or ladders;
- (iii) the disability of dust and fumes blowing in the wind, brick dust and drippings from newly poured concrete;
- (iv) sloppy and muddy conditions associated with the initial stages of on-site construction work;

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- (v) the disability of working on all types of scaffolding, excluding swing scaffolding; and/or
- (vi) the lack of usual permanent amenities associated with factory work.

**(b) Tool allowance**

[17.2(b)(i) varied by [PR998145](#), [PR579531](#), [PR592284](#) ppc 01Jul17]

- (i) A tool allowance of \$19.06 per week must be paid for all-purposes of the award, for the purpose of an employee maintaining an adequate kit of tools, to:
  - Electrical workers at grade 5 and beyond;
  - Electrical workers performing the duties of television antenna installer/erector or television/radio/electronic equipment serviceperson.
- (ii) This allowance will be adjusted in accordance with clause 17.7.

**(c) Electrician's licence allowance**

An electrical worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence must be paid an all-purpose allowance of 3.6% of the weekly [standard rate](#) per week.

**(d) Leading hands allowance**

An employee specifically appointed to be a Leading hand must be paid the undermentioned additional amounts above the rates of the highest classification supervised, or their own rate, whichever is the highest, in accordance with the number of employees in their charge.

<b>In charge of:</b>	<b>% of weekly <a href="#">standard rate</a> per week</b>
3 to 10 employees	4.3
11 to 20 employees	6.0
More than 20 employees	8.1

**(e) Nominee allowance**

An electrical mechanic who holds the relevant State electrical licence and acts as a nominee for an electrical contractor must be paid an additional all-purpose allowance of at least 9.2% of the weekly [standard rate](#) per week.

**(f) Electrical distribution line maintenance and tree clearing allowance**

An allowance of 7.7% of the weekly [standard rate](#) per week must be paid to employees engaged on tree clearing and work associated with the maintenance of electrical distribution lines.

**(g) Rate for ordering materials**

[17.2(g) inserted by [PR994523](#) from 01Jan10]

- (i) For employees engaged in the building and construction industry, an additional weekly all-purpose allowance of 2.0% of the weekly [standard rate](#) per week must be paid when an employee is left in charge of a job which is of a duration of one week or more, and is required to order materials for a job on which two employees (including the person receiving the extra payment) are engaged.
- (ii) This amount will only be paid when four or more days in a pay period are spent on such duties. For periods shorter than four days a minimum payment of 0.4% of the weekly [standard rate](#) per day will be paid.
- (iii) Provided that the above additional amount is not payable to any employee receiving any of the leading hand rates set out in clause 17.2(d).

**17.3 Special allowances—expense related**

**(a) Meal allowance**

[17.3(a)(i) varied by [PR998145](#), [PR509178](#), [PR523008](#), [PR536811](#), [PR551734](#), [PR566835](#), [PR579531](#), [PR592284](#) ppc 01Jul17]

- (i) An employee required to work overtime for two or more hours without being notified on the previous day or earlier that the employee will be required to work must either be supplied with a meal by the employer or be paid \$15.03 for the first meal and for each subsequent meal. Such payment need not be made to employees living in the same locality as their employment who can reasonably return home for meals.
- (ii) Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer must provide such second and/or subsequent meals or make payment instead thereof as prescribed.
- (iii) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee must be paid for meals which the employee has provided but which are surplus.
- (iv) This allowance will be adjusted in accordance with clause 17.7.

**(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 must be paid weekly an allowance of 2.1% of the weekly [standard rate](#) if the employee is appointed by the employer to perform first aid duty.

(c) **Compensation for loss of tools**

- (i) An employer must compensate an employee by the payment of an allowance to replace tools lost by breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job, workshop or in a lock-up to a maximum trade value of \$376.00.
- (ii) Provided that this clause will not apply if the employer has requested the employee to supply the employer with a list of tools required to be kept on the job and the employee has not supplied such a list.
- (iii) This payment will be adjusted in accordance with clause 17.7.

**17.4 Special allowances—work related**

(a) **Multistorey allowance**

(i) **Eligibility for multistorey allowance**

A multistorey allowance must be paid to all employees on-site engaged in the construction of a multistorey building, to compensate for the disabilities experienced in, and which are peculiar to, the construction of a multistorey building.

(ii) **Definition of multistorey building**

For the purposes of this clause a **multistorey building** is a building which will, when complete, consist of five or more storey levels.

For the purposes of this clause, a **storey level** means a structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).

(iii) **Multistorey allowance**

Except as provided for in clause 17.4(a)(iv), the following allowances must be paid to all employees on the building site. The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in each such allowance scale.

<b>Storey</b>	<b>% of hourly <u>standard</u> <u>rate per hour</u></b>
0–15 floors	2.6
16–30 floors	3.2
31–45 floors	4.9
46–60 floors	6.2
more than 60 floors	7.9

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**floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

The allowance payable at the highest point of the building will continue until completion of the building.

### (iv) Service cores

All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period.

Employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed herein.

Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance applicable to the main structure.

[17.4(b) deleted by [PR994523](#) from 01Jan10]

### (b) Towers allowance

[17.4(c) renumbered as 17.4(b) by [PR994523](#) from 01Jan10]

- (i) An employee working on a chimney stack, spire, tower radio or television mast or tower, air shaft (other than above ground in a multistorey building), lift shaft, service shaft, cooling tower or silo, where the construction exceeds 15 metres in height will be paid for all work above 15 metres an allowance of 3.2% of the hourly [standard rate](#) per hour and for work above each further 15 metres an additional allowance of 3.2% of the hourly [standard rate](#) per hour.

[17.4(b)(ii) varied by [PR994523](#), [PR542145](#) ppc 04Dec13]

- (ii) Provided that any similarly constructed building or a building not covered by clause 17.4(a)(ii) hereof which exceeds 15 metres in height may be covered by this subclause, or by clause 17.4(a) hereof by agreement or where no agreement is reached, by determination of the Fair Work Commission.

## 17.5 Travel and expenses

### (a) General conditions

- (i) **Commencing on job**—an employee required to work at a job away from their workshop or depot must, at the direction of their employer, present themselves for work at such job at the usual time of starting work.

[17.5(a)(ii) substituted by [PR535020](#) ppc 20Mar13]

- (ii) **Location of workshop or depot**—upon the commencement of employment, the employer must notify the employee of the location of

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the employee's workshop or depot or the employer's registered office and such location will be recorded in the employee's wages record and/or service record. For the purposes of this clause, the workshop or depot or employer's registered office must be the one notified to the employee pursuant to this subclause. Provided that, subject to 14 days' notice, an employer may notify and record a changed registered office, workshop or depot if there are genuine operational requirements to do so but not for the purpose of avoiding obligations under this clause.

### **(b) Motor vehicle allowance**

[17.5(b) varied by [PR523008](#), [PR536811](#), [PR551734](#) ppc 01Jul14]

An employer must pay an employee a motor vehicle allowance of \$0.78 per kilometre as compensation for expenses where the employee, by agreement with their employer, uses their own motor vehicle in the following cases:

- (i) for the distance of the employee's journey which is in excess of the distance of the journey between the employee's home and their workshop or depot where the employee starts or finishes work at a job away from their workshop or depot; or
- (ii) for the distance of the employee's journey where the employee is recalled to work overtime after leaving their employer's business; or
- (iii) for the distance of the employee's journey in travelling between their workshop or depot and a job or between jobs; or
- (iv) for the distance of the employee's journey in travelling to or from distant work.

### **(c) Travel time allowance**

[17.5(c) varied by [PR998145](#), [PR523008](#), [PR536811](#), [PR551734](#), [PR566835](#) ppc 01Jul15]

All employees must be paid an allowance of \$5.78 for each day on which they present themselves for work. The allowance must also be paid for rostered days off.

### **(d) Start and/or finish on job**

When required by the employer to start and/or cease work on the job site, employees will be entitled to the following allowances as appropriate:

[17.5(d)(i) varied by [PR998376](#), [PR998145](#), [PR523008](#), [PR536811](#), [PR551734](#), [PR566835](#) ppc 01Jul15]

- (i) where the job site is situated up to 50 kilometres from the employer's registered office or depot(s) an amount of \$18.80 per day. Payment of this amount is instead of the provisions of clause 17.5(b)(i);

[17.5(d)(ii) substituted by [PR535020](#) ppc 20Mar13]

- (ii) where the job site is situated more than 50 kilometres from the employer's registered office or depot(s) the amount per day for the first 50 kilometres prescribed by clause 17.5(d)(i), plus a payment for travelling time for each occasion the distance in excess of 50 kilometres is travelled either to start work on the job site or after ceasing work on



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the job site, with a minimum payment of a quarter of an hour, plus payment for incidental expenses actually incurred other than private motor vehicle expenses in circumstances where a motor vehicle allowance is paid pursuant to clause 17.5(b)(i).

[17.5(d)(iii) varied by [PR998145](#), [PR523008](#), [PR536811](#), [PR551734](#), [PR566835](#) ppc 01Jul15]

- (iii) where the employer offers to provide transport free of charge, whether from the employee's home or the employer's registered office or depot(s) an amount of \$3.37 per day; or
- (iv) For the purpose of this clause an employer must not have more than one registered office or depot within a 50 kilometre radius.

### (e) **Start/finish at employer's registered office**

When the employee is required to start and finish work at the employer's registered office or depot the above allowances do not apply.

### (f) **Motor allowance for use of private vehicle for business purposes**

[17.5(f) varied by [PR523008](#), [PR536811](#), [PR551734](#) ppc 01Jul14]

Employees who in the service of their employer use their own vehicles at the request of their employer will be paid \$0.78 per kilometre.

### (g) **Entitlement**

The allowances prescribed in this clause will not be taken into account when calculating overtime penalty rates, annual leave, personal/carer's leave, long service leave or public holiday payments.

- (h) The travel and expenses allowances will be adjusted in accordance with clause 17.7.

## 17.6 **Living away on distant work**

### (a) **Board and lodging**

[17.6(a)(i) varied by [PR523008](#), [PR536811](#), [PR551734](#), [PR566835](#) ppc 01Jul15]

- (i) **Living away allowance**—on distant work the employer must provide reasonable board and lodging or pay a living away allowance of \$478.91 per week but such allowance will not be wages. In the case of broken parts of a week occurring at the beginning or end of a period of distant work the allowance will be all living expenses, actually and reasonably incurred, but not exceeding the said amount.
- (ii) **Standard of board and lodging**—reasonable board and lodging for the purpose of this clause will mean lodging in a well kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room (for one employee) if a single room is not available, with hot and cold running water.

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[17.6(a)(iii) varied by [PR998145](#), [PR509178](#), [PR523008](#), [PR536811](#), [PR551734](#), [PR566835](#), [PR579531](#), [PR592284](#) ppc 01Jul17]

- (iii) For all meals not included in the cost of fares or accommodation arranged by the employer an allowance of \$15.03 per meal will be paid to the employee.
- (iv) This allowance will be adjusted in accordance with clause 17.7.

### (b) Regular return home

- (i) Except as hereinafter provided an employee on distant work will, where practicable, be allowed to return home for the weekend at least once a month. Where the employee so returns home, all reasonable travelling expenses incurred will be reimbursed by the employer provided that the employee presents themselves for work at the site at the normal starting time on the next working day.
- (ii) The travelling expenses prescribed by this subclause will not be payable to an employee receiving the living away from home allowance prescribed by clause 17.6(a).

[17.6(c) inserted by [PR994523](#) from 01Jan10]

### (c) Transitional airfares provision in respect of employees in the Territory of Christmas Island

- (i) Where an employee is domiciled in the Territory of Christmas Island and is not entitled to travelling expenses under clause 17.6(b), that employee is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months' continuous service.
- (ii) The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.
- (iii) Clause 17.6(c) ceases to operate on 31 December 2014.

## 17.7 Adjustment of expense related allowances

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

[17.7(b) substituted by [PR994523](#) from 01Jan10; varied by [PR998145](#) ppc 01Jul10, [PR523008](#) ppc 01Jul12, [PR535020](#) ppc 20Mar13]

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

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<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Loss of tools	Household appliances, utensils and tools sub-group
Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group
Travel time	Domestic holiday travel and accommodation sub-group
Start and/or finish job	Domestic holiday travel and accommodation sub-group
Living away allowance	Domestic holiday travel and accommodation sub-group

### **17.8 Territory of Christmas Island**

[17.8 inserted by [PR994523](#) from 01Jan10]

- (a) An employee in the Territory of Christmas Island is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):
- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to payment of a district allowance.
- (b) Clause 17.8 ceases to operate on 31 December 2014.

### **18. Accident pay**

[Varied by [PR994523](#), [PR503733](#); deleted by [PR561478](#) ppc 05Mar15]

### **19. Supported wage system**

[Varied by [PR988411](#)]

See Schedule C

### **20. National training wage**

[Varied by [PR988411](#); substituted by [PR593820](#) ppc 01Jul17]

- 20.1** Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

- 20.2** This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Electrical, Electronic and Communications Contracting Award 2010* and not the *Miscellaneous Award 2010*.

## **21. School-based apprenticeship**

[Varied by [PR988411](#)]

See Schedule E

## **22. Payment of wages**

### **22.1 Period of payment**

- (a) Wages, including overtime, must be paid weekly, either:
  - (i) according to the actual ordinary hours worked each week; or
  - (ii) according to the average number of ordinary hours worked each week.
- (b) Wages may be paid weekly or fortnightly by agreement between the employer and the majority of employees. Agreement in this respect may also be reached between the employer and an individual employee.
- (c) The pay period for the payment of wages ends at the usual time of ceasing work not more than two clear ordinary working days prior to the commencement of pay day. In any week in which a public holiday occurs one day after the normal pay day, wages are to be paid in that week two days prior to such public holiday. If an employee takes a rostered day off on a day which coincides with pay day, the employee must be paid not later than the working day immediately following pay day. Where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

### **22.2 Method of payment**

- (a) Wages must be paid by cash, cheque or electronic funds transfer into the employee’s bank or other recognised financial institution account.
- (b) In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the employee to cash the cheque.

### **22.3 Payment of wages on termination of employment**

- (a) On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.
- (b) Where an employee is paid under a rostered day off system and has accrued a credit towards a rostered day off such credit must be taken into account in calculating wages due on termination.

#### **22.4 Day off coinciding with pay day**

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

#### **22.5 Wages to be paid during working hours**

Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.

### **23. Superannuation**

[Varied by [PR994523](#), [PR514084](#), [PR545992](#)]

#### **23.1 Superannuation legislation**

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

#### **23.2 Employer contributions**

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

#### **23.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 23.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or (b) was made.

## 23.4 Superannuation fund

[23.4 varied by [PR994523](#), [PR514084](#) ppc 31 August 2011]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) and 23.3(b) to one of the following superannuation funds or its successor:

[23.4(a) deleted by [PR545992](#) ppc 01Jan14]

[23.4(b) renumbered as 23.4(a) by [PR545992](#) ppc 01Jan14]

(a) New South Wales Electrical Superannuation Scheme (NESS);

[23.4(c) renumbered as 23.4(b) by [PR545992](#) ppc 01Jan14]

(b) Energy Super;

[23.4(d) renumbered as 23.4(c) by [PR545992](#) ppc 01Jan14]

(c) Construction and Building Industry Super (Cbus);

[23.4(e) renumbered as 23.4(d) by [PR545992](#) ppc 01Jan14]

(d) Energy Industries Superannuation Scheme (EISS);

[23.4(f) renumbered as 20.4(e) and varied by [PR545992](#) ppc 01Jan14]

(e) any superannuation fund which is an eligible choice fund that applies to employees in the principal business of the employer, where the employee covered by this award is in the minority of award-covered employees and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 23.4(f) inserted by [PR545992](#) ppc 01Jan14]

(f) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Hours of Work and Related Matters

### 24. Ordinary hours of work and rostering

[Varied by [PR994523](#)]

**24.1** Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

#### 24.2 Ordinary hours of work—day workers

The ordinary hours of work prescribed herein may be worked Monday to Friday, inclusive.

**24.3 Spread of hours—day workers**

- (a) The ordinary hours of work will be 6.00 am to 6.00 pm. Provided that the usual starting time and usual finishing time within the spread of hours may not be varied except by agreement of the employer and individual employee or the majority of the employees concerned.
- (b) Provided that the spread of hours may be altered as to all or a section of the employees by agreement of the employer and the employee or majority of the employees.

**24.4 Work cycles—day workers**

The ordinary hours of work for day workers will be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

**24.5 Twelve hour shifts**

By agreement between the employer and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made; and
- (c) proper supervision being provided.

**24.6 Late comers**

- (a) An employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding quarter of an hour), and may apply such proportion in the calculation of the working time of employees who, without reasonable cause, which is promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.
- (b) An employer who adopts a proportion for the aforesaid purpose may apply the same proportion for the calculation of overtime.

**24.7 Implementation of 38 hour week**

The ordinary hours of work may be arranged in accordance with one of the following:

- (a) by employees working less than eight ordinary hours each day; or
- (b) by employees working less than eight ordinary hours on one or more days in each week; or

- (c) by employees working less than eight ordinary hours on one or more days in each fortnight; or
- (d) by fixing one weekday on which all employees will be off during a particular work cycle; or
- (e) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.

#### 24.8 Rostered day off

- (a) **Rostered day off** for the purpose of this award is the weekday, not being a holiday, that an employee has off duty when working in accordance with an average hours system.

- (b) **Notice of rostered day off**

Where an employee, in accordance with clause 24.7, is entitled to a day off during the employee's work cycle, they must be advised by the employer at least four weeks in advance of the weekday the employee is to take off.

- (c) **Rostered day off not to coincide with public holiday**

Where an employee's ordinary hours are arranged in accordance with clause 24.7, the weekday or part of the weekday taken off must not coincide with a public holiday as prescribed in the NES.

- (d) **Substitution of rostered day off**

- (i) An employer may substitute the day an employee is to take off in accordance with clause 24.7 for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.
- (ii) Provided that if a substitute day off is not granted, then the employee must be paid in addition to the payment for the day off, for work performed in ordinary hours at the rate of time and a half, and for work outside ordinary hours, at the rate of double time.
- (iii) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (iv) Any substitute day off must be taken either in the current work cycle or in the next succeeding work cycle.
- (v) Where any employee, in accordance with clause 24.7 is entitled to a day off during the employee's work cycle and that day off falls on a public holiday, as prescribed in the NES, the next working day will be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the employer and the employee.



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(vi) In this subclause reference to a day or working day may also be taken as reference to a part day or part working day as the case may be and is appropriate.

### (e) Calculation of weekly wage rates—Rostered day off (RDO) system

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

- (i) the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;
- (ii) the employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service; and
- (iii) an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.

### 24.9 Rest break

Employees must be allowed a rest break of 10 minutes on each day between the time of commencing work and the usual meal break. The rest break must be counted as part of time worked.

### 24.10 Ordinary hours of work—continuous shiftwork

- (a) This subclause will only apply to continuous shiftworkers as defined in clause 3.2.
- (b) The ordinary hours of continuous shiftworkers must average 38 hours per week inclusive of crib time and must not exceed 152 hours in 28 consecutive days.
- (c) Subject to the following conditions, continuous shiftworkers must work at such times as the employer may require:
  - (i) A shift consist of not more than eight hours, inclusive of crib time. Provided that by mutual agreement between the employer and an employee or majority of employees concerned, a shift can consist of up to 12 hours;
  - (ii) Except at the regular change over of shifts an employee must not be required to work more than one shift in each 24 hours;
  - (iii) 20 minutes must be allowed to continuous shiftworkers each shift for crib which must be counted as time worked; and
  - (iv) An employee must not be required to work for more than five hours without a break for a meal.

**24.11 Ordinary hours of work—other than continuous shiftwork**

- (a) This subclause will apply to shiftworkers not upon continuous work as hereinbefore defined.
- (b) The weekly ordinary hours of work must be an average of 38 per week, to be worked in one of the following shift cycles;
  - (i) 38 hours within a period not exceeding seven consecutive calendar days; or
  - (ii) 76 hours within a period not exceeding 14 consecutive calendar days; or

[24.11(b)(iii) varied by [PR994523](#) from 01Jan10]

- (iii) 114 hours within a period not exceeding 21 consecutive calendar days; or
  - (iv) 152 hours within a period not exceeding 28 consecutive days.
- (c) Subject to the following conditions, such shiftworkers must work at such times as the employer may require:
  - (i) A shift must not exceed eight hours of ordinary time work inclusive of crib time. Provided that by mutual agreement between the employer and an employee or majority of employees concerned, a shift can consist of up to 12 hours.
  - (ii) Such ordinary hours must be worked continuously except for crib time at the discretion of the employer.
  - (iii) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.
  - (iv) An employee must not be required to work for more than five hours without a break for crib time.

**24.12 Rosters**

A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.

**24.13 Shift allowances**

- (a) An employee whilst on afternoon or night shift as defined in clause 3.2 must be paid for such shift 15% more than the employee's ordinary rate.
- (b) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for such shift at time and a half for the first two hours thereof and double time thereafter.
- (c) An employee who:
  - (i) during a period of engagement on shift, works night shift only;
  - (ii) remains on night shift for a longer period than four consecutive weeks; or

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

must, during such engagement, period or cycle, be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

#### **24.14 Rate for working on Saturday shifts**

The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 24.13.

- (a) The rate at which continuous shiftworkers are to be paid for work on a rostered shift, the major portion of which is performed on a Sunday or public holiday, is double time.
- (b) The rate at which shiftworkers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:
  - (i) Sunday—double time.
  - (ii) Public holidays—double time and a half.
- (c) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- (d) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.
- (e) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in clause 24.13.

#### **24.15 Overtime on shiftwork**

- (a) For all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, a shiftworker must be paid:
  - (i) if employed on continuous shiftwork—at the rate of double time; or
  - (ii) if employed on other than continuous shiftwork—at the rate of time and a half for the first two hours and double time thereafter.
- (b) Except in each case where the time is worked:
  - (i) by arrangement between the employees themselves;
  - (ii) for the purpose of effecting customary rotation on shifts; or

(iii) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with the Act. Provided that when less than eight hours' notice has been given to the employer by a relief worker that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on the employee's rostered day off the unrelieved employee must be paid double time.

(c) Such extra rates will be in substitution for and not cumulative upon the shift premiums.

#### 24.16 Rest period after shiftwork

(a) A shiftworker, when going on shift, changing shift or returning to day work must have at least 10 consecutive hours off duty on completion of day work, shiftwork and any overtime and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.

(b) Provided that, if on the instructions of the employer, such an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee must be paid at double time rates until released from duty and then be entitled to 10 hours off duty and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.

#### 24.17 Daylight saving

(a) Notwithstanding anything contained elsewhere in this award, in any area where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

(i) commencing on or before the time prescribed by the relevant legislation for the commencement of a summer time period; and

(ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period;

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock and each case to be set to the time fixed pursuant to the relevant State legislation.

(b) In this subclause the expression **standard time** and **summer time** will bear the same meanings as are prescribed by the relevant State legislation.

## 25. Inclement weather

### 25.1 Definition of inclement weather

**Inclement weather** means the existence of abnormal and extreme climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed to continue working for the duration of such conditions.

**25.2 Conference procedure for inclement weather**

The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.

**25.3 Transfer of work site due to inclement weather**

- (a) Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site or to another site which is not affected by inclement weather.
- (b) Employees may be transferred from one site to another and the employer provides transport where necessary.

**25.4 Payment for lost time due to inclement weather**

- (a) An employee will be entitled to payment by the employer for ordinary time lost through inclement weather whilst such conditions prevail.
- (b) An employee will not be entitled to payment for time lost through inclement weather as provided for in this clause unless the provisions of this clause have been observed.

**26. Overtime**

[Varied by [PR584098](#)]

**26.1 Payment for working overtime**

- (a) For all work done outside ordinary hours, the rates of pay will be time and a half for the first two hours and double time thereafter.
- (b) Except as provided in clause 27.4, in computing overtime each day's work will stand alone.

**26.2 Reasonable overtime**

- (a) Subject to clause 26.2(b), an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to the employee's health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

- (v) any other relevant matter.

### 26.3 Minimum payment

An employee required to work overtime on a Saturday, Sunday, rostered day off or public holiday prescribed in this award must be paid a minimum of four hours at the appropriate penalty rate.

### 26.4 Sunday and public holiday work

Double time must be paid for work done on Sundays and double time and a half must be paid for work on any of the public holidays prescribed in this award.

### 26.5 Call-back

- (a) An employee recalled to work overtime after leaving the employer's business premises or the jobs at which the employee is engaged (whether notified before or after leaving) must be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.
- (b) This will not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

### 26.6 Availability for duty

Where an employee is on availability duty, the employee must be paid an availability for duty allowance of 8.8% of the weekly [standard rate](#) per week and if required to work must be paid at the appropriate rate for actual time worked.

- (a) **Availability duty** means that the employee concerned must be available to the employer by means of telephone at any time the employee is receiving the availability for duty allowance.
- (b) **Actual time worked** means the time taken from leaving the employee's home to return thereto and in the case of a single call out, the employee must be paid for a minimum of two hours at the appropriate rate.

### 26.7 Time off instead of payment for overtime

[26.7 inserted by [PR584098](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 26.7.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;

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- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 26.7 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 26.7 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 26.7 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 26.7 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 26.7 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.7.

## **27. Breaks**

### **27.1 Meal breaks and rest breaks**

- (a) An employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every six hours worked.
- (b) A shiftworker will be entitled to a paid meal break of 20 minutes per shift.
- (c) Meal breaks will be at the discretion of the employer.
- (d) Provided that an employee must not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be as near as practicable to the middle of the period of duty or shift in lieu thereof.

### **27.2 Payment for work during meal break**

- (a) Except as provided in clause 27.2(b), for all work done during the normal meal break and thereafter until a meal break is allowed, time and a half rates must be paid.
- (b) Subject to the provisions of clause 27.1, an employee employed on regular maintenance work must work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

### **27.3 Rest breaks during overtime**

- (a) An employee must be allowed a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break. Provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed rest break, if occurring between 10.00 am and 1.00 pm, must be paid at ordinary rates.
- (b) The employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.



## 27.4 Minimum break between work on successive days or shifts

### (a) Employees other than shiftworkers

- (i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.
- (ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
- (iii) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

### (b) Shiftworkers

For shiftworkers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 27.4(a)(i) to (iii) above.

## Part 6—Leave and Public Holidays

### 28. Annual leave

[Varied by [PR994523](#), [PR567234](#), [PR582997](#), [PR588646](#)]

#### 28.1 Leave entitlement

- (a) Annual leave is provided for in the NES.

[28.1(b) varied by [PR567234](#), ppc 27May15]

- (b) For the purpose of the additional week of annual leave provided for in the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

#### 28.2 Payment for annual leave

- (a) The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

[28.2(b) varied by [PR588646](#), ppc 16Dec16]

- (b) Instead of the base rate of pay specified in the NES, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had

the employee not been on leave during the relevant period, exclusive of payments in respect of overtime, shift loading, weekend penalty rates, special rates, travel and fares or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

**28.3 Electronic funds transfer (EFT) payment of annual leave**

[New 28.3 inserted by [PR582997](#) ppc 29Jul16]

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

**28.4 Annual leave loading**

[28.3 renumbered as 28.4 by [PR582997](#) ppc 29Jul16]

In addition to the payment provided for in clause 28.2, an employer is required to pay an additional leave loading as follows:

**(a) Day work**

When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the payment under clause 28.2.

**(b) Shiftwork**

Where the employee would have received shift loadings had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than a loading of 17.5% of the payment under clause 28.2, then the shift loadings must be added to the rate of wage prescribed by this subclause instead of the 17.5% loading.

**(c) Annual leave loading on termination**

The leave loading prescribed will also apply to proportionate leave on termination but will not apply where an employee is dismissed by the employer for reasons of malingering, inefficiency, neglect of duty, misconduct or refusing duty.

**28.5 Taking of annual leave during close-downs etc.**

[28.4 renumbered as 28.5 by [PR582997](#) ppc 29Jul16]

**(a)** An employer may, by two months' notice in writing, declare that the establishment, project or business will observe a complete Christmas–New Year close-down. An employee will, provided that the employee has been employed continuously for one week or more, be entitled to leave on a pro rata basis for each week of continuous service and such an employee may be stood down for the duration of the close-down period, provided that any such employee must be paid for all public holidays occurring during the close-down period.

**(b)** Employees will be entitled to be paid for public holidays during the close-down.

- (c) Unpaid leave taken does not break service of an employee and is not an **excepted period** as per the NES.
- (d) An employee who has been employed continuously for one week or more will be entitled to leave on a pro rata basis for each week of continuous service and such an employee may be stood down for the duration of the close-down period, provided that any such employee must be paid for all public holidays occurring during the close-down period.
- (e) **Close-down** means a period of not less than two consecutive weeks and not more than four consecutive weeks, inclusive of public holidays.

## 28.6 Excessive leave accruals: general provision

[28.5 renumbered as 28.6 by [PR582997](#) ppc 29Jul16; 28.6 renamed and substituted by [PR582997](#) ppc 29Jul16]

Note: Clauses 28.6 to 28.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 28.1(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[New 28.7 inserted by [PR582997](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

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- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 28.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

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

[New 28.8 inserted by [PR582997](#); substituted by [PR582997](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 28.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 28.7(a) that, when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

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- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 28.1(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

### 28.9 Taking of annual leave over an extended period

[28.6 renumbered as 28.7 by [PR582997](#) ppc 29Jul16; 28.7 renumbered as 28.9 by [PR582997](#) ppc 29Jul16]

An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example, it may be agreed the leave period is doubled and taken on half pay.

### 28.10 Annual leave in advance

[28.7(a) varied by [PR994523](#) from 01Jan10; 28.7 renumbered as 28.8 by [PR582997](#) ppc 29Jul16; 28.8 renumbered as 28.10 by [PR582997](#) ppc 29Jul16; 28.10 renamed and substituted by [PR582997](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 28.10 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 28.10 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 28.11 Cashing out of annual leave

[28.11 inserted by [PR582997](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.11.

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- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.11 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 28.11 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.11.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.11.

Note 3: An example of the type of agreement required by clause 28.11 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

## **29. Personal/carer's leave and compassionate leave**

**29.1** Personal/carer's leave and compassionate leave are provided for in the NES.

**29.2** Where an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's all-purpose rate of pay for the employee's ordinary hours of work in that period.

## **30. Community service leave**

Community service leave is provided in the NES.

## **31. Public holidays**

[Varied by [PR994523](#)]

### **31.1 National Employment Standards**

[31.1 varied by [PR994523](#) from 01Jan10]

Employees are entitled to public holidays in accordance with Division 10 of the NES, except that the rate of pay for public holidays will be the all-purpose hourly wage rate.

### **31.2 Substitution of public holidays**

[31.2 varied by [PR994523](#) from 01Jan10]

An employer and a majority of affected employees or an individual employee may reach agreement, in writing, to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under Division 10 of the NES.

[Part 7-Transitional Provisions deleted by [PR988411](#)]

## Schedule A—Transitional Provisions

[Varied by [PR988411](#), [PR994523](#), [PR503733](#)]

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

[A.1.2 substituted by [PR994523](#) from 01Jan10]

**A.1.2** The provisions of this schedule are to be applied:

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

### **A.2 Minimum wages – existing minimum wage lower**

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

(a) was obliged,

[A.2.1(b) varied by [PR994523](#) from 01Jan10]

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

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

**A.2.2** In this clause minimum wage includes:

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

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



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

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

**First full pay period on or after**

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

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.3 Minimum wages – existing minimum wage higher**

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

(a) was obliged,

[A.3.1(b) varied by [PR994523](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

**A.3.2** In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

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

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

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

**First full pay period on or after**

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

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

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

**A.4 Loadings and penalty rates**

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

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

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

[A.5.1 substituted by [PR994523](#) from 01Jan10]

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

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

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

[A.5.2 substituted by [PR994523](#) from 01Jan10]

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

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

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

**First full pay period on or after**

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

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

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

[A.6.1 substituted by [PR994523](#) from 01Jan10]

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

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

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

[A.6.2 substituted by [PR994523](#) from 01Jan10]

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

[A.6.3 substituted by [PR994523](#) from 01Jan10]

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

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

**First full pay period on or after**

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

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

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

[A.7.1 varied by [PR994523](#) from 01Jan10]

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

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

[A.7.3 varied by [PR994523](#) from 01Jan10]

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

**First full pay period on or after**

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

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

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503733](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

**A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

**A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

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- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## Schedule B—Classification Definitions

[Varied by [PR988411](#)]

### B.1 Classification/reclassification

**B.1.1** In order to assist in the classification or reclassification of employees, the following will apply:

- (a) where the employee has the relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified; and
- (b) the employee is exercising or will be required to exercise the skills and knowledge gained from the qualification necessary for that level of work;
- (c) the employee must be classified appropriately.

### B.2 Classification definitions

#### B.2.1 Electrical worker grade 1

An Electrical worker grade 1 is a labourer not otherwise provided for in this award, who is doing labouring work and employed as such.

#### B.2.2 Electrical worker grade 2

- (a) An Electrical worker grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson.
- (b) Without limiting the scope of the work, an employee may perform the following tasks to the level of the employee's training:
  - unskilled tasks as directed;
  - cut to specified lengths—ducting, unistrut, conduit and other cable and support systems;
  - paint cable trays, ducts and conduits;
  - chase walls as marked by a tradesperson;
  - is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.
- (c) Definitions applying to this grade of worker prior to 5 October 1990:
  - Trades assistant;
  - Lines assistant;
  - Cable jointers mate/assistant; and
  - Line clearance operator.

**B.2.3 Electrical worker grade 3**

- (a) An Electrical worker grade 3 is an employee who works under direction and may be required to perform the work of an Electrical worker grade 2; and
- (b) Without limiting the scope of the work, the employee may perform the work described below to the level of the employee's training:
  - (i) is engaged in storework; or
  - (ii) is qualified and required to drive or operate the employer's vehicles, machinery, plant or equipment incidental to the employee's primary task or functions; or
  - (iii) inspects and tests fire alarm or security alarm equipment; or
  - (iv) under the supervision of a tradesperson or electronics serviceperson:
    - installs radio, communications and related equipment including antenna; or
    - installs fire alarm or security alarm equipment; or
    - installs data and communication cabling.
- (c) Provided that this person must not undertake tasks requiring the skills of a tradesperson.

**B.2.4 Electrical worker grade 4**

- (a) An Electrical worker grade 4 is an employee who:
  - (i) has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of the employee's training is an employee who is accredited to perform:
    - scaffolding or rigging; or
    - is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
  - (ii) has worked for not less than one year as an Electrical worker grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:
    - installs radio, communications and related equipment including antenna; or
    - installs fire alarm or security alarm equipment; or
    - installs, terminates and tests data and communication cabling; or
    - inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of an Electrical worker grade 3 and works without assistance and supervision; or

## Electrical, Electronic and Communications Contracting Award 2010

- holds a restricted electrical registration (SA only).
- (b) Provided that this person must not undertake tasks requiring the skills of a tradesperson.
- (c) Included in this grade is the work of Purchasing clerk/storeperson and Electronic equipment installer level 2.
- (d) Definitions applying to this grade of worker prior to 5 October 1990.
  - Alarm/security tester grade 2
  - Restricted B class licensed electrical worker
  - Purchasing clerk/storeperson.

### B.2.5 Electrical worker grade 5

- (a) An Electrical worker grade 5 is employed to use the skills acquired through the training specified below and is an employee who:
  - (i) holds a trade certificate or tradesperson's rights certificate, in an electrical trade; or
  - (ii) holds an AQF Certificate Level 3 in Electrotechnology in one of the following:
    - systems electrician; or
    - assembly and servicing; or
  - (iii) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications/electronics; or
  - (iv) holds an AQF Certificate Level 3 in Electrotechnology in one of the following:
    - building services;
    - communications;
    - computer systems;
    - data communications;
    - entertainment and servicing;
    - scanning; or
  - (v) has successfully completed an appropriate instrumentation trade course; or an AQF Certificate Level 3 in Electrotechnology Instrumentation; or
  - (vi) holds an appropriate electrical/refrigeration/air-conditioning trade certificate; or an AQF Certificate Level 3 in Electrotechnology Refrigeration and Air-conditioning; or



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- (vii) has successfully completed an appropriate trade course in linework or cable jointing, or an AQF Certificate Level 3 in Transmission Powerline or ESI Distribution Powerline; or has otherwise reached an equivalent standard of skills and knowledge.
- (b) Included in this grade is the work of:
- Electrical tradesperson level 1;
  - Electronic/communications serviceperson level 1;
  - Instrument tradesperson level 1;
  - Refrigeration/air-conditioning tradesperson level 1;
  - Linesperson/cable jointer level 1; and
  - Electrical tradesperson powerline level 1 (SA only).
- (c) Definitions applying to this grade of worker prior to 5 October 1990:
- Cable jointer;
  - Electrical mechanic;
  - Electrical fitter;
  - Linesman tradesperson;
  - Alarm security tester grade 3;
  - Alarm security technician grade 1;
  - Electronic serviceperson grade 1;
  - Television/radio/electronic serviceperson grade 1;
  - Appliance serviceperson; and
  - Refrigeration mechanic or serviceperson class 1.

### **B.2.6 Electrical worker grade 6**

- (a) An Electrical worker grade 6 is an Electrical worker grade 5 who in addition has:
- (i) successfully completed three appropriate training modules or 33% of the qualification specified for grade 7 or its equivalent; or
  - (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the award; and
  - (iii) acquired an equivalent standard of skills as defined in B.2.6(a)(i) through other means including a minimum of one year's experience as an Electrical worker grade 5; or
  - (iv) is employed to use the skills acquired through the training or experience specified.

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- (b) Included in this grade is the work of:
- Electrical tradesperson level 2;
  - Electronic/communications serviceperson level 2;
  - Instrument tradesperson level 2;
  - Refrigeration/air-conditioning tradesperson level 2;
  - Linesperson/cable jointer level 2; and
  - Electrical tradesperson powerline level 2 (SA only).
- (c) Definitions applying to this grade of worker prior to 5 October 1990:
- Alarm/security technician grade 2;
  - Electronic serviceperson grade 2;
  - Television/radio/electronic serviceperson grade 2;
  - Instrument tradesperson; and
  - Refrigeration mechanic or serviceperson class 2.

### B.2.7 Electrical worker grade 7

- (a) An Electrical worker grade 7 is an Electrical worker grade 5 who:
- (i) has successfully completed a Post Trade Certificate or nine appropriate modules towards an Advanced Certificate or AQF Diploma in Electrotechnology; or their equivalent; or
  - (ii) has successfully completed an AQF Certificate Level IV in Electrotechnology, or
  - (iii) has acquired the same standard of skills through other means including a minimum of two years' experience in the industry; and
  - (iv) is employed to use the skills acquired through the training and/or experience specified.
- (b) Included in this grade is the work of:
- Electrician special class;
  - Electronic/communications serviceperson special class;
  - Instrument tradesperson special class refrigeration/air-conditioning tradesperson special class;
  - Linesperson/cable jointer special class; and
  - Electrical tradesperson powerline special class (SA only).

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- (c) Definitions applying to this grade of worker prior to 5 October 1990:
- Electrician special class;
  - Alarm/security technician grade 3;
  - Electronic serviceperson grade 3;
  - Television/radio/electronic serviceperson grade 3; and
  - Refrigeration mechanic or serviceperson class 3.

### **B.2.8 Electrical worker grade 8**

- (a) An Electrical worker grade 8 is an Electrical worker grade 5 who has successfully completed:
- (i) a Post Trade Certificate or nine appropriate modules towards an Advanced Certificate or an AQF Diploma in Electrotechnology or their equivalent; or
  - (ii) an AQF Certificate Level IV in Electrotechnology; and
  - (iii) in addition, has had not less than two years' experience as an Electrical worker grade 7 and is employed to use the skills acquired through the training and/or experience specified.
- (b) Included in this grade is the work of:
- Advanced electrical tradesperson level 1;
  - Advanced electronic/communications serviceperson level 1;
  - Advanced instrument tradesperson level 1; and
  - Advanced electrical tradesperson powerline level 1 (SA only).
- (c) Definitions applying to this grade of worker prior to 5 October 1990:
- Electronic tradesperson grade 1.

### **B.2.9 Electrical worker grade 9**

- (a) An Electrical worker grade 9 is an Electrical worker grade 5 who has successfully completed:
- (i) an appropriate Advanced Certificate; or
  - (ii) an AQF Diploma in Electrotechnology; or
  - (iii) their formal equivalent; and
  - (iv) is employed to use the skills acquired through the training and/or experience specified.

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- (b) Included in this grade is the work of:
- Advanced electrical tradesperson level 2;
  - Advanced electronic/communications serviceperson level 2;
  - Advanced instrument tradesperson level 2;
  - Advanced refrigeration/air-conditioning tradesperson level 2; and
  - Advanced electrical tradesperson powerline level 2 (SA only).
- (c) Definitions applying to this grade of worker prior to 5 October 1990:
- Electronic tradesperson grade 2;
  - Alarm/security technician grade 4;
  - Electronic serviceperson grade 4; and
  - Television/radio/electronic serviceperson grade 4.

### **B.2.10 Electrical worker grade 10**

- (a) An Electrical worker grade 10 is an Electrical worker grade 5 who has successfully completed:
- (i) an appropriate Associate Diploma; or
  - (ii) an AQF Advanced Diploma, or:
  - (iii) their formal equivalent; and
  - (iv) is employed to use the skills acquired through the training and/or experience specified.
- (b) Included in this grade is the work of:
- Advanced electrical tradesperson level 3;
  - Advanced electronic serviceperson level 3;
  - Advanced instrument tradesperson level 3;
  - Advanced refrigeration/air conditioning tradesperson level 3; and
  - Advanced electrical tradesperson powerline level 3 (SA only).
- (c) Definitions applying to this grade of worker prior to 5 October 1990:
- Electronic serviceperson grade 3.

## **B.3 Australian Qualifications Framework (AQF) qualifications**

### **B.3.1** Where this award refers to AQF qualifications in:

- (a) Electrotechnology; or

**(b) Electricity Supply Industry Transmission and Distribution;**

the National Electrotechnology Training Packages or the Training Packages for the Electricity Supply Industry—Transmission and Distribution and the preferred training models to achieve those qualifications will be those determined from time to time by the National Utilities and Electrotechnology Industry Training Advisory Body and endorsed by the National Training Framework Committee.

- B.3.2** The Australian Qualifications Framework (AQF) provides a comprehensive, nationally consistent yet flexible framework for all qualifications in Australia. A qualification is defined as *“formal certification, issued by a relevant approved body, in recognition that a person has achieved learning outcomes or competencies relevant to identified individual, professional, industry or community needs”*.

## Schedule C—Supported Wage System

[Varied by [PR988411](#), [PR994523](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542145](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#)]

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

**C.2** In this schedule:

[C.2 varied by [PR568050](#) ppc 01Jul15]

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

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

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

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

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

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

### **C.3 Eligibility criteria**

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

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

## **C.4 Supported wage rates**

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

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

[C.4.2 varied by [PR994523](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#) ppc 01Jul17]

**C.4.2** Provided that the minimum amount payable must be not less than \$84 per week.

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

## **C.5 Assessment of capacity**

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

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

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

[C.6.1 varied by [PR994523](#), [PR542145](#) ppc 04Dec13]

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

[C.6.2 varied by [PR994523](#), [PR542145](#) ppc 04Dec13]

**C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair

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

### **C.7 Review of assessment**

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

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

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

### **C.9 Workplace adjustment**

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

### **C.10 Trial period**

**C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by [PR994523](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#) ppc 01Jul17]

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$84 per week.

**C.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.



## Schedule D—National Training Wage

[Varied by [PR988411](#); substituted by [PR994523](#) ppc 01Jan10; varied by [PR997904](#), [PR509056](#), [PR522887](#), [PR536690](#), [PR545787](#), [PR551613](#), [PR566694](#), [PR579787](#); deleted by [PR593820](#) ppc 01Jul17]

## Schedule E—School-based Apprentices

[Varied by [PR988411](#), [PR544547](#)]

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[E.8 substituted by [PR544547](#) ppc 01Jan14]

- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice, or at the rate of 12 months progression for each two years of employment as an apprentice, or at the rate of competency based progression if provided for in this award.

[E.9 substituted by [PR544547](#) ppc 01Jan14]

- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration), or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

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[E.10 substituted by [PR544547](#) ppc 01Jan14]

- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule F—2017 Part-day Public Holidays

[Sched F inserted by [PR532628](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#) ppc 04Dec17]

This schedule operates in conjunction with award provisions dealing with public holidays.

**F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017) or New Year's Eve (31 December 2017) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

This schedule is an interim provision and subject to further review.

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

[Sched G inserted by [PR582997](#) ppc 29Jul16]

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

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

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

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

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

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

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

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

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

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

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

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

**I agree that:**

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

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

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

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

## Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR582997](#) ppc 29Jul16]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Sched I inserted by [PR584098](#) ppc 22Aug16]

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

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

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

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

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

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

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

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

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

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

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

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

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