Association of Consulting Architects
The Business of Architecture

Clerks Private Sector Award 2020

Modern Award Number MA 000002

Applies to all employers from 1 July 2025

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Clerks—Private Sector Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 July 2025 (PR786538, PR786540, PR786705).

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

16—Minimum rates

19—Allowances

Schedule B—Summary of Hourly Rates of Pay

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Part 1—Application and Operation of this award

1. Title and commencement

1.1 This is the *Clerks—Private Sector Award 2020.*

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 A variation to this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as it existed prior to that variation.

2. Definitions

[Varied by PR733914, PR750446, PR774702, PR777229]

In this award:

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

afternoon shift, see clause 25.1(a) (Application of Part).

[Definition of casual employee inserted by PR733914 from 27Sep21; varied by PR777229 from 27Aug24]

casual employee has the meaning given by section 15A of the Act.

NOTE: Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

clerical work includes recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard, attending a reception desk and administrative duties of a clerical nature.

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

employee means a national system employee as defined by section 13 of the Act.

[Definition of employee organisation inserted by PR774702 from 01Jul24]

employee organisation has the meaning given by section 12 of Act.

employer means a national system employer as defined by section 14 of the Act.

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

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

Fair Work Regulations means the *Fair Work Regulations 2009* (Cth).

minimum hourly rate means the minimum hourly rate prescribed in clause 16—Minimum rates.

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

National Employment Standards, see Part 2-2 of the Act. Divisions 3 to 12 of Part 2-2 of the Act constitute the **National Employment Standards**. An extract of section 61 of the Act is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

(a) maximum weekly hours (Division 3);

(b) requests for flexible working arrangements (Division 4);

[Paragraph (ba) inserted by PR733914 ppc 27Sep21; varied by PR777229 from 27Aug24]

(ba) casual employment (Division 4A);

(c) parental leave and related entitlements (Division 5);

(d) annual leave (Division 6);

[Paragraph (e) varied by PR750446 ppc 15Mar23]

(e) personal/carer's leave and compassionate leave and unpaid family and domestic violence leave (Division 7);

(f) community service leave (Division 8);

(g) long service leave (Division 9);

(h) public holidays (Division 10);

(i) notice of termination and redundancy pay (Division 11);

(j) Fair Work Information Statement (Division 12).

night shift, see clause 25.1(b) (Application of Part).

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

permanent night shift, see clause 25.1(c) (Application of Part).

shiftworker means an employee to whom Part 6 – Shiftwork applies.

[Definition of **small business employer** inserted by PR774702 from 01Jul24]

small business employer has the meaning given by section 23 of the Act.

standard rate means the minimum weekly rate for a **Level 2, Year 1** in clause 16.1 (Minimum rates).

State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

Table 1—Facilitative provisions means the Table in clause 7.2.

Table 2—Entitlements to rest break(s) means the Table in clause 15.2.

Table 3—Minimum rates means the Table in clause 16.1.

Table 4—Junior rates means the Table in clause 16.4.

Table 5—Overtime rates for employees other than shiftworkers means the Table in clause 21.4.

Table 6—Overtime rates for shiftwork means the Table in clause 28.1.

Table 7—Penalty rates for shiftwork means the Table in clause 31.1.

Table 8—Period of notice means the Table in clause 41.1.

[Definition of workplace delegate inserted by PR774702 from 01Jul24]

Workplace delegate has the meaning given by section 350C(1) of the Act.

3. The National Employment Standards and this award

3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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

3.3 The employer must ensure that copies of this award and of the NES are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

4.1 This occupational award covers:

(a) private sector employers throughout Australia in relation to employees wholly or principally engaged in clerical work; and

(b) private sector employees who are wholly or principally engaged in clerical work and who are employed by employers mentioned in clause 4.1(a).

4.2 This occupational award also covers:

(a) on-hire employees working in a classification defined in 0Schedule A—Classification Structure and Definitions and the on-hire employers of those employees if the employer is not covered by another modern award containing a classification that is more appropriate to the work performed by the employee; and

(b) trainees employed by a group training employer and hosted by an employer working in a classification defined in 0Schedule A—Classification Structure and Definitions and the group training employers of those trainees.

4.3 However, this occupational award does not cover any of the following:

(a) employers covered by a modern award that contains clerical classifications; or

(b) employees excluded from award coverage by the Act; or

NOTE: See section 143(7) of the Act.

(c) employees covered by a modern enterprise award or an enterprise instrument; or

(d) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or

(e) employers in relation to employees mentioned in clauses 4.3(c) or 4.3(d).

4.4 Without limiting clause 4.3, this occupational award does not cover employers covered by any of the following industry awards with respect to employees covered by the awards:

(a) *Aged Care Award 2010*; or

(b) *Airline Operations—Ground Staff Award 2020*; or

(c) *Airport Employees Award 2020*; or

(d) *Alpine Resorts Award 2020*; or

(e) *Animal Care and Veterinary Services Award 2020*; or

(f) *Banking, Finance and Insurance Award 2020*; or

(g) *Black Coal Mining Industry Award 2010*; or

(h) *Business Equipment Award 2010*; or

(i) *Contract Call Centres Award 2020*; or

(j) *Educational Services (Post-Secondary Education) Award 2020*; or

(k) *Educational Services (Schools) General Staff Award 2020*; or

(l) *Fitness Industry Award 2010*; or

(m) *General Retail Industry Award 2010*; or

(n) *Health Professionals and Support Services Award 2010*; or

(o) *Higher Education Industry—General Staff— Award 2020*; or

(p) *Hospitality Industry (General) Award 2020*; or

(q) *Legal Services Award 2020*; or

(r) *Market and Social Research Award 2020*; or

(s) *Rail Industry Award 2020*; or

(t) *Restaurant Industry Award 2020*; or

(u) *Sporting Organisations Award 2020*; or

(v) *Telecommunications Services Award 2010*.

4.5 If an employer is covered by more than one award, an employee of the employer who is engaged wholly or principally in clerical work is covered by the award containing the classification that is most appropriate to the work performed by the employee and to the environment in which it is normally performed.

5. Individual flexibility arrangements

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

(a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

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

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

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

(a) give the employee a written proposal; and

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

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

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 of the Act then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

[6 substituted by PR763195 ppc 01Aug23]

Requests for flexible working arrangements are provided for in the NES.

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 40—Dispute resolution and/or under section 65B of the Act

7. Facilitative provisions

7.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee, or the majority of employees, on how specific award provisions are to apply at the workplace.

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision	Agreement between an employer and:
13.4	Altering spread of hours	an individual employee or the majority of employees
13.8	Make-up time	an individual employee
14.5(a)	Substitution of rostered days off	an individual employee
14.6(a)	Banking rostered days off	an individual employee
17.2(b)	Monthly pay periods	an individual employee or the majority of employees
23.1	Time off instead of payment for overtime	an individual employee
26.1(b)	Shiftwork—averaging ordinary hours	the majority of employees
26.4	Shiftwork—beginning and end of shifts	an individual employee
26.5	Shiftwork—make-up time	an individual employee
29.1	Shiftwork—time off instead of payment for overtime	an individual employee
32.4	Annual leave in advance	an individual employee
32.9	Cashing out of annual leave	an individual employee
37.3	Substitution of public holidays by agreement	an individual employee

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 An employee covered by this award must be one of the following:

(a) a full-time employee; or

(b) a part-time employee; or

(c) a casual employee.

9. Full-time employees

9.1 Each of the following is a full-time employee:

(a) an employee who is engaged to work 38 ordinary hours per week; or

(b) an employee who is engaged to work the number of ordinary hours (fewer than 38) per week that is considered full-time at the workplace by the employer.

NOTE: The number of ordinary hours worked per week by a full-time employee may be averaged over a period of up to 4 weeks or over an agreed roster period. See clause 13.1 (Ordinary hours of work).

10. Part-time employees

10.1 A part-time employee is an employee who is engaged to work for fewer ordinary hours than 38 per week (or the number mentioned in clause 9.1(b) (Full-time employment)) on a reasonably predictable basis.

10.2 At the time of engaging a part-time employee, the employer and employee must agree in writing on all of the following:

(a) the number of hours to be worked each day; and

(b) the days of the week on which the employee will work; and

(c) the times at which the employee will start and finish work each day.

10.3 Changes to the number of hours to be worked under clause 10.2(a), or to the times at which the employee will start and finish work each day under clause 10.2(c), must be agreed in writing between the employer and employee.

10.4 The days worked under clause 10.2(b) may be changed by the employer by giving the employee 7 days' notice of the change.

10.5 An employer must roster a part-time employee on any shift for a minimum of 3 consecutive hours.

10.6 All time worked in excess of the number of ordinary hours agreed under clause 10.2 or as varied under clause 10.3 is overtime and must be paid at the overtime rate in accordance with clause 21—Overtime (employees other than shiftworkers).

11. Casual employees

[Varied by PR723882, PR733914, PR750446, PR777229]

[11.1 deleted by PR733914 from 27Sep21]

[11.2 renumbered as 11.1 by PR733914 from 27Sep21]

11.1 An employer must pay a casual employee for each hour worked a loading of 25% on top of the minimum hourly rate otherwise applicable under clause 16—Minimum rates.

[Note varied by PR750446 ppc 15Mar23]

NOTE: The casual loading is payable instead of other entitlements from which casuals are excluded by the terms of this award and the NES. See Part 2-2 of the Act.

[New 11.3 inserted by PR723882 ppc 20Nov20; 11.3 renumbered as 11.2 by PR733914 from 27Sep21]

11.2 When a casual employee works overtime, they must be paid the overtime rates in clause 21.4 and clause 28.1.

[11.3 renumbered as 11.4 by PR723882, 11.4 renumbered as 11.3 by PR733914 from 27Sep21]

11.3 An employer may determine the pay period of a casual employee as being weekly, fortnightly or at the end of each engagement.

[11.4 renumbered as 11.5 by PR723882, 11.5 renumbered as 11.4 by PR733914 from 27Sep21]

11.4 An employer must pay a casual employee for a minimum of 3 hours' work on each engagement even if they are rostered to work for fewer than 3 consecutive hours.

11.5 Changes to casual employment status

[11.5 renumbered as 11.6 by PR723882; 11.6 renumbered as 11.5 and renamed and substituted by PR733914; renamed and substituted by PR777229 from 27Aug24]

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Act and/or under clause 40—Dispute resolution.

12. Classifications

12.1 An employer must classify an employee covered by this award in accordance with 0Schedule A—Classification Structure and Definitions.

NOTE: The minimum rates applicable to the classifications in this award are in clause 16—Minimum rates.

12.2 The classification by the employer must be based on the characteristics that the employer requires the employee to have, and skills that the employer requires the employee to exercise, in order to carry out the principal functions of the employment.

12.3 Employers must notify employees in writing of their classification and of any change to it.

Part 3—Hours of Work

13. Ordinary hours of work (employees other than shiftworkers)

[Varied by PR730915]

13.1 Clause 13 applies to employees other than shiftworkers

NOTE 1: Ordinary hours of work per week for a full-time employee are as set out in clause 9—Full-time employees.

NOTE 2: Ordinary hours of work per week for a part-time employee are as agreed under clause 10—Part-time employees.

NOTE 3: Ordinary hours of work for shiftworkers are set out in Part 6—Shiftwork.The maximum number of ordinary hours that can be worked in a week by an employee is an average of:

13.2 The maximum number of ordinary hours that can be worked in a week by an employee is an average of

(a) 38 hours per week over a period of up to 4 weeks; or

(b) 38 hours per week over a roster period agreed between the employer and the employee

13.3 Ordinary hours may be worked between:

(a) 7.00 am and 7.00 pm on Monday to Friday; and

(b) 7.00 am and 12.30 pm on Saturday.

[13.4 substituted by PR730915 ppc 01Jul21]

13.4 The spread of ordinary hours in clause 13.3 (7.00 am and 7.00 pm Monday to Friday and 7.00 am and 12.30 pm Saturday) may be moved up to one hour forward or one hour back by agreement between an employer and:

(a) the majority of employees at the workplace;

(b) the majority of employees in a discrete section of the workplace; or

(c) an individual employee

Difference agreement may be reached with the majority of employees in different sections of the workplace or with different individual employees

13.5 Setting ordinary hours by a different award

(a) Clause 13.5 applies if each of the following applies:

(i) one or more employees covered by this award work in association with other employees who are covered by a different modern award; and

(ii) that different modern award sets a spread of hours other than that set out in clause 13.3; and

(iii) those other employees work ordinary hours outside the spread of hours set out in clause 13.3.

(b) The employer may direct the employees mentioned in clause 13.5(a)(i) who are covered by this award to perform work within the spread of ordinary hours prescribed by the modern award that covers the majority of employees at the workplace.

EXAMPLE: An employee covered by this award works in association with employees who are covered by an award that sets ordinary hours of work between 5.30 am and 6.30 pm Monday to Friday. The award that sets ordinary hours of work between 5.30 am and 6.30 pm Monday to Friday covers the majority of employees at the workplace. The employer may direct the employee covered by this award to work ordinary hours between 5.30 am and 6.30 pm Monday to Friday (rather than the spread set out in clause 13.3).

13A. Employee right to disconnect

[13A inserted by PR777958 from 26Aug24]

13A.1 Clause 13A provides for the exercise of an employee's right to disconnect under section 333M of the Act.

NOTE:

(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(1) their employer outside of the employee's working hours,

(2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.

(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.

(c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

(d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.

(e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

13A.2 Clause 13A applies from the following dates:

(a) 26 August 2024—for employers that are not small business employers on this date and their employees.

(b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

13A.3 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

13A.4 Clause 13A.3 does not prevent an employer from contacting, or attempting to contact, an employee outside of working hours in circumstances including to notify them of a recall to work under clause 21.5

14. Rostering arrangements (employees other than shiftworkers)

14.1 The following rostering arrangements apply to employees other than shiftworkers as defined in clause 25 – Application of Part.

NOTE: Rostering arrangements for employees engaged to work on shifts are set out in Part 6 - Shiftwork.

14.2 An employer may roster employees in such a way that the employees:

(a) work longer hours on one or more days over a roster cycle as part of their ordinary hours of duty; and

(b) take a rostered day off at some later time.

14.3 An employee who works on a rostered day off basis on a 20 day roster cycle over a 12 month period is entitled to 12 rostered days off over that period.

14.4 The employer must give the employee 4 weeks' notice of the day the employee is to take as a rostered day off.

14.5 Substitution of rostered days off

(a) With the agreement of the employer, an employee may substitute their scheduled rostered day off for another day.

(b) The employer may substitute another day for a rostered day off in any of the following circumstances:

(i) a machinery breakdown; or

(ii) an electrical power shortage or breakdown; or

(iii) an unexpected spike in the work required to be performed by the business; or

(iv) another emergency situation.

14.6 Banking rostered days off

(a) The employer and an employee may agree to an arrangement under which the employee works on their normal rostered days off and accumulates up to 5 banked rostered days off that may be taken at times that are convenient to both the employer and employee.

(b) The employer must keep a record of the employee's banked rostered days off.

(c) The employee must give at least 5 days' notice before taking a banked rostered day off.

(d) An employee is not entitled to overtime payment for working more than the average number of ordinary hours in a week as a result of working on a rostered day off under the banking system.

(e) No reduction in payment is to be made for an employee working less than the average number of ordinary hours per week as a result of taking banked rostered days off but the employee must be paid according to the average pay system during any week the employee elects to take a banked rostered day off.

(f) On the termination of an employee's employment, the employer must pay an employee for any banked rostered day off that has not been taken an amount equal to 20% of the employee's average weekly wages (not including overtime) over the period of 6 months immediately before the termination.

15. Breaks (employees other than shiftworkers)

15.1 Clause 15 applies to employees other than shiftworkers and gives them an entitlement to meal breaks and rest breaks.

NOTE: Breaks for shiftworkers are set out in Part 6 - Shiftwork.

15.2 An employee who is required to work the number of hours on any one day specified in an item of column 1 of **Table 2—Entitlements to rest break(s)** is entitled to a break or breaks as specified in column 2.

Table 2—Entitlements to rest break(s)

Column 1 **Hours worked**	**Column 2** **Breaks**
More than 3 but not more than 8 ordinary hours	One 10 minute paid rest break (to be taken at a time determined by the employer)
More than 8 ordinary hours	Two 10 minute paid rest breaks (to be taken at a time determined by the employer)
More than 4 hours overtime on a Saturday morning	One 10 minute paid rest break

15.3 An employee who works more than 5 hours at a time is entitled to one 30 to 60 minute unpaid meal break, to be taken within the first 5 hours of work and within 5 hours after resuming work after a meal break.

15.4 An employer must pay an employee who is required to work through their meal break **200%** of the minimum hourly rate from when the meal break would have commenced until a meal break is allowed.

NOTE: Where suitable to business requirements, the employer may arrange for an employee who is entitled to 2 paid rest breaks to take one rest break before, and one rest break after, their unpaid meal break.

Part 4—Wages and Allowances

16. Minimum rates

[Varied by PR720159, PR718819 PR729254 PR740674 PR762109, PR773886, PR786540]

16.1 Adult employees

[16.1 varied by PR718819, PR729254, PR740674 PR762109, PR773886, PR786540 ppc 01Jul25]

An employer must pay an employee who is 21 years of age or older the rate applicable to the employee classification specified in column 1 of **Table 3—Minimum rates** for ordinary hours of work as follows:

(a) for a full-time employee, the minimum weekly rate specified in column 2; or

(b) for a part-time employee, the minimum hourly rate specified in column 3.

NOTE 1: Overtime rates are specified in clause 21—Overtime (employees other than shiftworkers) and clause 28—Overtime for shiftwork. Penalty rates are specified in clause 24 – Penalty rates (employees other than shiftworkers) and clause 31 – Penalty rates for shiftwork.

Table 3—Minimum rates

Column 1 Classification	Column 2 Minimum weekly rate (full-time employee)	Column 3 Minimum hourly rate
	$	$
Level 1—Year 1	978.20	25.74
Level 1—Year 2	1024.40	26.96
Level 1—Year 3	1056.00	27.79
Level 2—Year 1	1068.40	28.12
Level 2—Year 2	1088.20	28.64
Level 3	1128.50	29.70
Call centre principal customer contact specialist	1136.40	29.91
Level 4	1185.10	31.19
Level 5	1233.20	32.45
Call centre technical associate	1350.90	35.55

NOTE 2: Provisions for calculating rates for an employee aged under 21 years are at clause 16.4—Junior employees.

NOTE 3: Provisions for calculating rates for casual employees are at clause 11—Casual employees.

NOTE 4: See Schedule B – Summary of Hourly Rates of Pay for a summary of hourly rates of pay including casual, overtime, penalty and shiftwork rates.

16.2 In calculating years for the purposes of **Table 3—Minimum rates**, any service in the classification level, as described in 0Schedule A—Classification Structure and Definitions, including administrative and clerical experience with a previous employer, counts towards a year of service.

16.3 If required by their employer, an employee must provide reasonable evidence to verify their service as mentioned in clause 16.2.

16.4 Junior employees

An employer must pay an employee who is aged as specified in column 1 of **Table 4—Junior rates**, at least at the percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 3—Minimum rates**:

Table 4—Junior rates

Column 1 Age	Column 2 % of minimum rate
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

NOTE: See Schedule B – Summary of Hourly Rates for a summary of hourly rates of pay for junior employees including overtime and penalty rates.

16.5 Supported wage system

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

16.6 National training wage

[16.6(a) varied by PR720159 ppc 18Jun20]

(a) Schedule E to the Miscellaneous Award 2020 sets out minimum wage rates and conditions for employees undertaking traineeships.

[16.6(b) varied by PR720159, PR718819, PR729254 PR740674, PR762109 PR773886, PR786540 ppc 01Jul25*]*

(b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2025. For that purpose, any reference to "this award" in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to the *Clerks—Private Sector Award 2020* and not the *Miscellaneous Award 2020*

17. Payment of Wages

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

17.1 The employer must pay wages by cash or by cheque or by electronic funds transfer into an account nominated by the employee.

17.2 Pay period

(a) The employer may determine the pay period of employees as being either weekly or fortnightly.

(b) The employer and an individual employee, or the majority of employees, may agree to monthly pay periods.

(c) If an agreement is made under clause 17.2(b), payment must be made on the basis of 2 weeks in advance and 2 weeks in arrears.

17.3 Day off coinciding with payday

(a) Clause 17.3 applies to an employee if:

(i) the employee is paid wages by cash or cheque; and

(ii) due to the arrangement of their ordinary hours the employee has a day off on payday.

(b) The employer must pay the employee no later than the working day immediately after payday.

NOTE: The employer may pay the employee on the day before payday if suitable arrangements can be made.

17.4 Payment of wages under an averaging system

Employees who work ordinary weekly hours under an averaging system may be paid according to the average number of ordinary hours worked in order to avoid fluctuating wage payments.

17.5 Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the NES.

(b) The requirement to pay wages and other amounts under clause 17.5(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

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

NOTE 2: Clause 17.5(b) allows the Commission to make an order delaying the requirement to make a payment under clause 17. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

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

18. Annualised wage arrangements

[Varied by PR719747]

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

18.1 Annualised wage instead of award provisions

[18.1(a) varied by PR719747 ppc 29May20]

(a) An employer may pay a full-time employee an annualised wage in satisfaction, subject to clause 18.1(c), of any or all of the following provisions of the award:

(i) clause 13.8 (Make-up time); and

(ii) clause 16—Minimum rates; and

(iii) clause 19—Allowances; and

(iv) clause 21—Overtime (employees other than shiftworkers); and

(v) clause 22—Rest period after working overtime (employees other than shiftworkers); and

(vi) clause 23—Time off instead of payment for overtime (employees other than shiftworkers); and

(vii) clause 24—Penalty rates (employees other than shiftworkers); and

(viii) clause 26—Ordinary hours of work and rostering for shiftwork; and

(ix) clause 28—Overtime for shiftwork; and

(x) clause 29—Time off instead of payment for overtime for shiftwork; and

(xi) clause 30—Rest period after working overtime for shiftwork; and

(xii) clause 31—Penalty rates for shiftwork; and

(xiii) clause 32.3—Annual leave loading.

(b) Where an annualised wage is paid, the employer must advise the employee in writing, and keep a record of:

[18.1(b)(i) varied by PR743400 ppc 11Jul22]

(i) the annualised wage that is payable;

(ii) which of the provisions of this award will be satisfied by payment of the annualised wage;

(iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and

(iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 18.1(c).

(c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified pursuant to clause 18.1(b)(iv), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.

18.2 Annualised wage not to disadvantage employees

(a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or, if the employment ceases earlier, over such lesser period as has been worked).

(b) The employer must each 12 months from the commencement of the annualised wage arrangement or upon the termination of employment of the employee calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.

(c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement for the purpose of undertaking the comparison required by clause 18.2(b). This record

must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

18.3 Base rate of pay for employees on annualised wage arrangements

For the purposes of the NES, the base rate of pay of an employee receiving an annualised wage under clause 18 comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 16—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

19. Allowances

[Varied by PR718819, PR718975, PR729254, PR729442, PR740674, PR740848, PR762109, PR762268, PR773886, PR774054, PR786540, PR786705]

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

19.1 Clause 19 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C – Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment. contains a summary of monetary allowances and methods of adjustment.

19.2 First aid allowance

(a) Clause 19.2 applies to an employee who:

(i) has current first aid qualifications and training (such as a certificate from St John Ambulance Australia or a similar body) that the employer considers appropriate; and

(ii) is appointed by the employer to perform first aid duty.

[19.2(b) varied by PR718819 PR740674, PR762109, PR773886, PR786540 ppc 01Jul25]

(b) The employer must pay the employee an allowance of **$16.03** per week.

19.3 Higher duties allowance

The employer must pay an employee required to perform any of the duties of a higher classification for more than one day at least the minimum rate applicable to the higher level under this award.

NOTE: Classification levels are described in 0Schedule A—Classification Structure and Definitions.

19.4 Clothing and footwear allowance

(a) The employer must reimburse an employee who is required to work in conditions damaging to clothing for the cost of purchasing any uniforms and protective clothing not supplied or paid for by the employer.

(b) The employer must reimburse an employee who is constantly required to work in conditions that are wet and damaging to footwear for the cost of purchasing appropriate protective footwear not supplied or paid for by the employer.

(c) The employer must reimburse an employee who is required to wear a uniform for the cost of purchasing the uniform.

(d) If the employee is required to launder the uniform that they are required to wear, the employer must pay the employee an allowance of:

(i) **$3.55** each week for a full-time employee; or

(ii) **$0.71** each shift for a part-time or casual employee.

19.5 Meal allowance

(a) Clause 19.5 applies to an employee if:

(i) the employee is required to work overtime of more than 1.5 hours after the employee's ordinary time of ending work; and

(ii) the employee was not given at least 24 hours' notice of the requirement to work overtime.

(b) The employer must:

[19.5(b)(i) varied by PR718975 PR729442 PR740848, PR762268, PR774054, PR786705 pcc 01Jul25]

(i) pay the employee a meal allowance of **$19.93**; or

(ii) supply the employee with a meal.

[19.5(c) varied by PR718975 PR729442 PR740848, PR762268, PR774054, PR786705 pcc 01Jul25]

(c) If the number of hours worked under a requirement mentioned in clause 19.5(a) exceeds 4, the employer must pay a further meal allowance of **$15.96**.

19.6 Vehicle allowance

(a) An employer who requires an employee to use their own motor vehicle in performing their duties must pay the employee an allowance of:

[19.6(a)(i) varied by PR729442 PR740848, PR762268, PR774054 ppc 01Jul24*]*

(i) for a motor car, **$0.98** per kilometre; and

[19.6(a)(ii) varied by PR729442 PR740848, PR762268, PR774054 ppc 01Jul24*]*

(ii) for a motor cycle, **$0.33** per kilometre.

(b) The maximum allowance payable is for 400 kilometres per week.

(c) An employer who requires an employee to use a motor vehicle provided by the employer to perform their duties must pay all expenses for the motor vehicle including registration, running costs and maintenance.

19.7 Living away from home allowance

(a) Clause 19.7 applies to an employee to whom all of the following apply:

(i) the employee is required by the employer to temporarily work away from their usual place of employment; and

(ii) the location at which the employee is required to work makes it necessary for the employee to stay overnight away from their usual place of residence; and

(iii) the employee is not provided with fares, meals and accommodation by the employer.

(b) The employer must pay the employee the following:

(i) an allowance to cover all fares to and from the location at which the employer requires the employee to work; and

(ii) an allowance to cover all reasonable expenses incurred for meals and accommodation.

(c) The employer must pay an employee ordinary rates of pay for time spent travelling between the employee's usual place of employment and the temporary location, to a maximum of 8 hours in 24 hours.

19.8 Transport reimbursement for shiftwork

(a) Clause 19.8 applies to an employee working shiftwork to whom all of the following apply:

(i) the employee starts or finishes work at a time other than their normal time; and

(ii) reasonable means of transport are not available to the employee; and

(iii) the employer does not provide, or arrange for, a suitable means of transport to or from the employee's usual place of residence at no cost to the employee.

(b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle from the employee's usual place of residence to the place of employment or from the place of employment to the employee's usual place of residence, whichever is applicable.

20. Superannuation

20.1 Superannuation legislation

[20.1 substituted by PR771226 ppc 09Apr24]

(a) The NES and 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), deal with the superannuation rights and obligations of employers and employees.

(b) The rights and obligations in clause 20 supplement those in superannuation legislation and the NES.

NOTE: Under superannuation legislation:

(a) Individual employees generally have the opportunity to choose their own superannuation fund.

(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.

(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.

(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

20.2 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.

20.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.1(b).

(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 3 months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

20.4 Superannuation fund

[20.4 varied by PR771226 ppc 09Apr24]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.1(b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.1(b) and pay the amount authorised under clauses 20.3(a) or 20.3(b) to one of the following superannuation funds or its successor provided that, in respect of new employees, the fund is able to accept new beneficiaries:

(a) CareSuper;

(b) AustralianSuper;

(c) SunSuper;

(d) HESTA;

(e) Statewide Superannuation;

(f) Tasplan;

(g) REI Super;

(h) MTAA Superannuation Fund;

(i) Kinetic Superannuation;

(j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

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

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.1(b) and pay the amount authorised under clauses 20.3(a) or 20.3(b):

(a) Paid leave—while the employee is on any paid leave.

(b) Work-related injury or illness—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

(ii) the employee remains employed by the employer.

Part 5 - Overtime and Penalty Rates (employees other than shiftworkers)

NOTE: Part 5 does not apply to shiftworkers. See Part 6 – Shiftwork for overtime rates and penalty rates that apply to shiftworkers.

21. Overtime (employees other than shiftworkers)

21.1 An employer must pay an employee at the overtime rate for any hours worked at the direction of the employer:

(a) in excess of the ordinary weekly hours; or

(b) in excess of 10 ordinary hours on any one day, excluding unpaid meal breaks; or

(c) outside the spread of ordinary hours; or

(d) for overtime worked on a rostered day off that is not substituted or banked; or

(e) for part-time employees, in excess of the number of ordinary hours that the employee has agreed to work under clause 10.2 or as varied under clause 10.3 (Part-time employment).

21.2 For the purposes of clause 21, ordinary weekly hours means the hours of work fixed in a workplace in accordance with clause 13—Ordinary hours of work (employees other than shiftworkers) and clause 14—Rostering arrangements (employees other than shiftworkers) or as varied in accordance with the relevant clauses of this award.

21.3 An employee is entitled to be paid overtime when the total overtime an employee has worked in one week reaches a minimum of half an hour.

21.4 Payment for working overtime

[21.4(a) substituted by PR723882 ppc 20Nov20; corrected by PR724566 ppc 20Nov20]

(a) The overtime rate in clause 21.1 is the relevant percentage specified in column 2 for full-time and part-time employees and column 3 for casual employees of **Table 5—Overtime rates for employees other than shiftworkers** (depending on when the overtime was worked as specified in column 1), calculated daily.

Table 5—Overtime rates for employees other than shiftworkers

Column 1 Hours of overtime worked per day	Column 2 Overtime rate Full-time and part-time employees	Column 3 Overtime rate Casual employees

	% of minimum hourly rate	% of minimum hourly rate
Monday to Saturday—first 2 hours	150	175
Monday to Saturday—after 2 hours	200	225
Sunday—all day	200	225
Public holiday—all day	250	275

NOTE 1: Schedule B – Summary of Hourly Rates of Pay set out the hourly overtime rate for all employee classifications according to when overtime is worked.

NOTE 2: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.2 to the overtime rates for full-time and part-time employees prescribed by clause 21.4(a).

(b) An employer must pay an employee a minimum of 3 hours at overtime rates for work performed on a Saturday where an employee has worked 38 hours or more over Monday to Friday

(c) An employee required to work overtime hours on a Sunday is entitled to not less than 4 hours' pay (inclusive of ordinary hours worked).

21.5 Return to duty

(a) An employer must pay an employee at the overtime rate specified in clause 21.4 where an employee is required to return to duty after the usual finishing hour of work for that day.

(b) The employer must pay an employee a minimum payment of 3 hours under a requirement in clause 21.5(a).

(c) Clause 21.4 does not apply where the work is continuous (subject to a meal break of not more than one hour) with the start or finish of ordinary working time.

22. Rest period after working overtime (employees other than shiftworkers)

22.1 Clause 22 applies to full-time and part-time employees who are not working shifts.

22.2 When overtime is required to be worked, employees must, wherever reasonably practical, have at least 10 consecutive hours off duty between hours worked on successive days.

22.3 Despite clause 22.2 but subject to clause 22.4, where an employee, due to overtime worked, would be required to start working their ordinary hours without having had 10 consecutive hours off duty:

(a) the employer must release the employee from duty after finishing the overtime until the employee has had 10 consecutive hours off duty; and

(b) the employee must not suffer any loss of pay for any ordinary hours that the employee did not work as a result of being released from duty in accordance with clause 22.3(a).

22.4 If, at the direction of the employer, an employee continues work or resumes working ordinary hours without having at least 10 consecutive hours off duty in accordance with clause 22.3, then all of the following apply:

(a) the employer must pay the employee at 200% of the employee's minimum hourly rate until such time as the employee is released from duty; and

(b) the employer must release the employee from duty until the employee has had 10 consecutive hours off duty; and

(c) the employee must not suffer any loss of pay for any ordinary hours that the employee did not work as a result of being released from duty in accordance with clause 22.4(b).

22.5 Overtime worked in the circumstances specified in clause 21.5 – Return to duty must not be regarded as overtime for the purposes of Clause 22 – Rest period after working overtime (employees other than shiftworkers).

23. Time off instead of payment for overtime (employees other than shiftworkers)

23.1 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.

23.2 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 23.

23.3 An agreement must state all of the following:

(a) the number of overtime hours to which it applies and when those hours were worked; and

(b) that the employer and employee agree that the employee may take time off instead of being paid for the overtime; and

(c) 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; and

(d) that any payment mentioned in clause 23.3(c) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 23 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 23 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

23.4 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 23 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

23.5 Time off must be taken:

(a) within the period of 6 months after the overtime is worked; and

(b) at a time or times within that period of 6 months agreed by the employee and employer.

23.6 If the employee requests at any time to be paid for overtime covered by an agreement under clause 23 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.

23.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 23.5, 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.

23.8 The employer must keep a copy of any agreement under clause 23 as an employee record.

23.9 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.

23.10 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 23 will apply, including the requirement for separate written agreements under clause 23.2 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).

23.11 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23 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 23.

24. Penalty rates (employees other than shiftworkers)

[Varied by PR747556]

24.1 Clause 24sets out higher rates of pay (penalty rates) for ordinary hours worked at specified times and on specified days.

NOTE: Clause 21—Overtime (employees other than shiftworkers) prescribes overtime rates for hours worked in excess of, or outside, ordinary hours.

24.2 Saturday

An employer must pay an employee at the rate of **125%** of the minimum hourly rate for ordinary hours worked on a Saturday.

24.3 Sunday

(a) Clause 23.4 applies if under clause 13.5(b) an employee is directed to work ordinary hours on a Sunday.

(b) The employer must pay the employee at the rate of **200%** of the minimum hourly rate for ordinary hours worked on a Sunday.

(c) An employee required to work ordinary hours on a Sunday is entitled to not less than 4 hours' pay.

24.4 Public holidays

[24.4(a) varied by PR747556 ppc 14Nov22]

(a) An employer must pay an employee at the rate of **250%** of the minimum hourly rate for hours worked on a public holiday or a substituted day or part-day.

[24.4(b) substituted by PR747556 ppc 14Nov22]

(b) Despite clause 24.4(a), if an employee works on both a public holiday and the substituted day or part-day, the employee is entitled to be paid for one of the days or part-days at the penalty rate specified in clause 24.4(a).

(c) The employee may choose which day the penalty rate is applied to.

(d) An employee required to work on a public holiday is entitled to not less than 4 hours' pay.

[24.4(e) inserted by PR747556 ppc 14Nov22]

(e) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 24.4(d).

Part 6—Shiftwork

25. Application of Part

[Varied by PR730915]

25.1 Part 6 applies to employees who are required to work their ordinary hours on any of the following shifts:

(a) a shift finishing after 7.00 pm and at or before midnight **(afternoon shift)**;

(b) a shift finishing after midnight, and at or before 7.00 am **(night shift)**;

(c) a night shift which does not rotate with another shift or shifts or day work and which continues for a period of 4 consecutive weeks or longer **(permanent night shift)**.

[25.2 substituted by PR730915 ppc 01Jul21]

25.2 The spread of ordinary hours on shifts referred to in clause 25.1 may be moved up to one hour forward or one hour back by agreement between an employer and:

(a) the majority of employees at the workplace;

(b) the majority of employees in a discrete section of the workplace; or

(c) an individual employee.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees.

26. Ordinary hours of work and rostering for shiftwork

26.1 The maximum number of ordinary hours that can be worked in a week is:

(a) an average of 38 hours over a 4 week period; or

(b) an average of 38 hours over a roster period, not exceeding 12 months, as agreed between an employer and the majority of employees concerned.

26.2 The maximum number of ordinary hours that can be worked in any day is 10, including paid breaks.

26.3 The following rostering arrangements apply to an employee who works ordinary hours on shiftwork:

(a) a maximum of 6 shifts can be worked over the period of a week; and

(b) a Sunday may be included.

26.4 Changes to the times at which the employee will start and finish a shift may be made:

(a) by the employer giving the employee at least 7 days' notice of the change; or

(b) at any time by the employer and employee by mutual agreement.

26.5 The employer and an employee may agree that the employee may take a period of ordinary hours as time off and make up that time off by working at another time during which the employee may work ordinary hours.

27. Breaks for shiftwork

27.1 Clause 27 gives employees working shifts an entitlement to meal breaks and rest breaks.

27.2 An employee working a shift defined in clause 25.1 is entitled to one 20 minute paid meal break per shift which is to be:

(a) taken within 5 hours of starting the shift; and

(b) counted as time worked.

27.3 Paid rest break

(a) An employee required to work more than 3 ordinary hours and fewer than 8 ordinary hours is entitled to one paid 10 minute rest break.

(b) An employee required to work 8 ordinary hours or more is entitled to 2 paid 10 minute rest breaks.

(c) An employee working more than 4 hours overtime on Saturday morning must be allowed a paid 10 minute rest break.

(d) The employer is responsible for determining the suitable time for taking a rest break in accordance with clauses 27.3(a) and 27.3(b).

NOTE: Where suitable to business requirements, the employer will arrange for an employee who is entitled to 2 paid rest breaks to take one rest break before and one rest break after their paid meal break.

28. Overtime for shiftwork

28.1 An employer must pay an employee on shiftwork overtime rates at the relevant percentage specified in column 2 of **Table 6—Overtime rates for shiftwork** (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee, under clause 16—Minimum rates as follows:

Table 6—Overtime rates for shiftwork

Column 1 For all time worked:	Column 2 Overtime rate Full-time and part-time employees	Column 3 Overtime rate Casual employees
	(% of minimum hourly rate)	% of minimum hourly rate
In excess of the ordinary weekly hours fixed in clause 26.1		
first 3 hours	150	175
after 3 hours	200	225
In excess of ordinary daily hours on an ordinary shift		
first 2 hours	150	175
after 2 hours	200	225
Saturday, Sunday or public holiday that is not an ordinary working day	200	225

NOTE 1: Schedule B – Summary of Hourly Rats of Pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

NOTE 2: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.1 to the overtime rates for full-time and part-time employees prescribed by clause 28.1.

28.2 Penalty rates for shiftwork are not cumulative on overtime rates.

28.3 An employer must pay an employee for a minimum of 4 hours at the overtime rate specified in clause 28.1 if:

(a) the employee is required to work overtime on a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of Part 2.2 of the Act); and

(b) the employee would not have been ordinarily rostered to work that day; and

(c) the work is not continuous with the start or finish of the employee's ordinary shift.

29. Time off instead of payment for overtime for shiftwork

29.1 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.

29.2 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 29.

29.3 An agreement must state all of the following:

(a) the number of overtime hours to which it applies and when those hours were worked; and

(b) that the employer and employee agree that the employee may take time off instead of being paid for the overtime; and

(c) 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; and

(d) that any payment mentioned in clause 29.3(c) must be made in the next pay period following the request; and

NOTE: An example of the type of agreement required by clause 29 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 29 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

29.4 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 29 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

29.5 Time off must be taken:

(a) within the period of 6 months after the overtime is worked; and

(b) at a time or times within that period of 6 months agreed by the employee and employer.

29.6 If the employee requests at any time to be paid for overtime covered by an agreement under clause 29 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.

29.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 29.5, 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.

29.8 The employer must keep a copy of any agreement under clause 29 as an employee record.

29.9 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.

29.10 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 29 will apply, including the requirement for separate written agreements under 29.2 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).

29.11 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 29 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 29.

30. Rest period after working overtime for shiftwork

30.1 Clause 30 applies to full-time and part-time employees working shifts.

30.2 The provisions of clause 30 apply when overtime is worked in any of the following circumstances:

(a) for the purposes of changing shift rosters; or

(b) where an employee working a shift does not report for duty and another employee is required to work their shift; or

(c) where a shift is worked by arrangement between the employees themselves.

30.3 When overtime is necessary employees must, wherever reasonably practical, have at least 8 consecutive hours off duty between hours worked on successive days.

30.4 Despite clause 30.3, where an employee, due to overtime worked, would be required to start work without having had 8 consecutive hours off duty between finishing one shift of ordinary hours and beginning the next shift of ordinary hours:

(a) the employer must release the employee from duty after finishing the overtime until the employee has had 8 consecutive hours off duty; and

(b) the employee must not suffer any loss of pay for any ordinary hours not worked as a result of being released from duty.

30.5 If, at the direction of the employer, an employee resumes or continues work without having at least 8 consecutive hours off duty in accordance with clause 30.4 all of the following apply:

(a) the employer must pay the employee at 200% of the minimum hourly rate until such time as the employee is released from duty; and

(b) the employer must release the employee from duty until the employee has had 8 consecutive hours off duty; and

(c) the employee must not suffer any loss of pay for any ordinary hours not worked as a result of being released from duty in accordance with clause 30.5(b).

(d) Penalty rates for shiftwork

31. Penalty rates for shiftwork

31.1 An employer must pay an employee working ordinary hours on shifts in accordance with clause 0—Part 6 - the relevant percentage specified in column 2 of **Table 7—Penalty rates for shiftwork** (depending on when the shift was worked as specified in column 1) of the minimum hourly rate of the employee, under clause 16—Minimum rates.

Table 7—Penalty rates for shiftwork

Column 1 **Shift**	**Column 2** **Penalty rate** **(% of minimum hourly rate)**
Afternoon or night	115
Permanent night	130
Saturday, Sunday or public holiday	150

NOTE: Schedule B – Summary of Hourly Rates of Pay sets out the hourly penalty rate for all employee classifications.

31.2 Despite clause 31.1:

(a) an employee who starts an ordinary shift between 11.00 pm and midnight on a Sunday or public holiday that extends into the next day that is not a public holiday is not entitled to the Sunday or public holiday penalty rate for the time worked on that Sunday or public holiday; but

(b) an employee who starts an ordinary shift between 11.00 pm and midnight on the day before a Sunday or public holiday that extends into that Sunday or public holiday is entitled to the Sunday or public holiday penalty rate for the time worked on that day.

Part 7 - Leave and Public Holidays

32. Annual leave

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

32.1 Annual leave is provided for in the NES.

32.2 Additional paid annual leave for certain shiftworkers

(a) Clause 32.2 applies to an employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

(b) The employee is a shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).

32.3 Annual leave loading

(a) During a period of paid annual leave an employer must pay an employee an additional payment in accordance with clause 16—Minimum rates for the employee's ordinary hours of work in the period.

(b) The additional payment is payable on leave accrued.

(c) For an employee who would have worked on day work only had they not been on leave, the additional payment is the greater of:

(i) **17.5%** of the minimum hourly rate for the employee's ordinary hours of work in the period; or

(ii) The minimum hourly rate for the employee's ordinary hours of work in the period inclusive of weekend penalty rates as specified in clause 24 – Penalty rates (employees other than shiftworkers).

(d) For an employee who would have worked on shiftwork had they not been on leave, the additional payment is the greater of:

(i) **17.5%** of the minimum hourly rate for the employee's ordinary hours of work in the period; or

(ii) The minimum hourly rate for the employee's ordinary hours of work in the period inclusive of shift and weekend penalty rates for shiftwork as specified in clause 30.5(d)—Penalty rates for shiftwork.

32.4 Annual leave in advance

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

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 32.4 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 32.4 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 32.4, 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.

32.5 Direction to take annual leave during shutdown

[32.5 renamed and substituted by PR751030 ppc 01May23]

(a) Clause 32.5 applies if an employer:

(i) intends to shut down all or part of its operation for a particular period (temporary shutdown period); and

(ii) wishes to require affected employees to take paid annual leave during that period.

(b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.

(c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 32.5(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.

(d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

(e) A direction by the employer under clause 32.5(d):

(i) must be in writing; and

(ii) must be reasonable.

(f) The employee must take paid annual leave in accordance with a direction under clause 32.5(d).

(g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 32.5(d), an employer and employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown.

(h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 32.4.

(i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 32.4, to which an entitlement has not been accrued, is to be taken into account.

(j) Clauses 32.6 to 32.8 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 32.5

32.6 Excessive leave accruals: general provision

NOTE: Clauses 32.6 to 32.8 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 32.2).

(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 32.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 32.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

32.7 Excessive leave accruals: direction by employer that leave be taken

(a) If an employer has genuinely tried to reach agreement with an employee under clause 32.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 32.7(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under clause 32.7(a) that is in effect.

(d) An employee to whom a direction has been given under clause 32.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 32.7(d) may result in the direction ceasing to have effect. See clause 32.7(b)(i).

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

32.8 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 32.6(b) but agreement is not reached (including because the employer refuses

to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 32.8(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 32.7(a) that, when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 32.8(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 32.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 32.5) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause32.8(a).

32.9 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.09.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause3 2.9.

(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 32.9 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 32.9 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 32.9 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 32.9.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.9.

NOTE 3: An example of the type of agreement required by clause 32.9 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

33. Personal/carer's leave and compassionate leave

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

33.2 Subject to clause 33.3, casual employees are entitled to be absent from work (whether by making themselves unavailable for work or by leaving work) to care for a person who requires care or support because of:

(a) illness or an injury; or

(b) an emergency.

33.3 A casual employee may only be absent from work under clause 33.2 for a period of up to 48 hours.

33.4 With the agreement of the employer, a casual employee may be absent from work for a purpose mentioned in clause 33.2 for longer than 48 hours.

33.5 A casual employee is not entitled to be paid for time away from work for a purpose mentioned in clause 33.2.

34. Parental leave and related entitlements

[34 varied by PR763195 ppc 01Aug23]

Parental leave and related entitlements are provided for in the NES.

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 40—Dispute resolution and/or under section 76B of the Act.

35. Community service leave

Community service leave is provided for in the NES.

36. Family and domestic violence leave

[36—Unpaid family and domestic violence leave renamed and substituted by PR750446 ppc 15Mar23].

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under

section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations.

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

37. Public holidays

[Varied by PR747556]

37.1 Public holidays entitlements are provided for in the NES.

37.2 Where an employee works on a public holiday they will be paid in accordance with clause 24.4(a) (Penalty rates—employees other than shiftworkers)), clause 28.1 (Overtime for shiftwork) or clause 31.1 (Penalty rates for shiftwork).

37.3 Substitution of public holidays by agreement

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

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

[37.4 deleted by PR747556 ppc 14Nov22]

Part 8 - Consultation and Dispute Resolution

[Part 8—Consultation and Dispute Resolution renamed by PR774702 from 01Jul24]

37A. Workplace delegates' rights

[37A inserted by PR774702 from 01Jul24]

37A.1 Clause 37A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 37A.

37A.2 In clause 37A:

(a) employer means the employer of the workplace delegate;

(b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

37A.3 Before exercising entitlements under clause 37A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

37A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

37A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

37A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 37A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

37A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 37A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

37A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

37A.9 Exercise of entitlements under clause 37A

(a) A workplace delegate's entitlements under clause 37A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 37A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 37A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 37A.

38. Consultation about major workplace change

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

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

38.2 For the purposes of the discussion under clause 38.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

38.3 Clause 38.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

38.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 38.1(b).

38.5 In clause 38 **significant effects**, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

38.6 Where this award makes provision for alteration of any of the matters defined at clause 38.5, such alteration is taken not to have significant effect.

39. Consultation about changes to rosters or hours of work

39.1 Clause 39 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

39.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

39.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 39.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

39.4 The employer must consider any views given under clause 39.3(b).

39.5 Clause 39 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

40. Dispute resolution

40.1 Clause 40 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

40.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

40.3 If the dispute is not resolved through discussion as mentioned in clause 40.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

40.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 40.2 and 40.3, a party to the dispute may refer it to the Fair Work Commission.

40.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

40.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

40.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 40.

40.8 While procedures are being followed under clause 40 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

40.9 Clause 40.8 is subject to any applicable work health and safety legislation.

Part 9 - Termination of Employment and Redundancy

41. Termination of employment

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

41.1 Notice of termination by an employee

(a) Clause 41 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with Table 8—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 8—Period of notice

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

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

(c) In clause 41.1(b) continuous service has the same meaning as in section 117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under clause 41.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

(e) If the employer has agreed to a shorter period of notice than that required under clause 41.1(b), then no deduction can be made under clause 41.1(d).

(f) Any deduction made under clause 41.1(d) must not be unreasonable in the circumstances.

41.2 Job search entitlement

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

(b) The time off under clause 41.2 is to be taken at times that are convenient to the employee after consultation with the employer.

42. Redundancy

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

42.1 Transfer to lower paid duties on redundancy

(a) Clause 42.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:

(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 42.1(c).

(c) If the employer acts as mentioned in clause 42.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

42.2 Employee leaving during redundancy notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 42 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

42.3 Job search entitlement

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

(b) If an employee is allowed time off without loss of pay of more than one day under clause 42.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 42.3(b).

(d) An employee who fails to produce proof when required under clause 42.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 41.2.

Schedule A—Classification Structure and Definitions

A.1 Classifying employees

A.1.1 The classification criteria in this Schedule provide guidelines to determine the appropriate classification level of employees covered by this award. In determining that level, consideration must be given to both the characteristics and typical duties and skills of the level.

A.1.2 However, the characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

A.1.3 The typical duties and skills are non-exhaustive lists of those that may be required within the particular level. They are an indicative guide only and, at any particular level, employees may be expected to undertake duties of a lower classification level. Depending on the particular task, employees at a given level may perform or exercise one or more duty or skill listed.

A.1.4 The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform as such.

NOTE 1: Some duties and skills appear in more than one level, however assigning a classification needs to be done by reference to the specific characteristics of the level. For example, an employee must be classified at Level 2 when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duties and skills of a Level 2. Therefore, an employee who operates a word processor or typewriter is not automatically to be classified at Level 2 despite word processing and copy typing being first specifically mentioned at Level 2.

NOTE 2: Level 1 is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

A.2 Level 1

A.2.1 Characteristics

(a) Employees at this level include initial recruits who have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

(b) Employees at this level perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

(c) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employees' work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

A.2.2 Typical duties and skills

Indicative typical duties and skills at this level may include:

(a) reception or switchboard duties including:

(i) directing telephone callers to appropriate staff;

(ii) issuing and receiving standard forms;

(iii) relaying internal information;

(iv) greeting visitors;

(b) maintaining basic records;

(c) filing, collating and copying documents;

(d) handling or distributing mail including messenger service;

(e) dealing with accounts, invoices, orders and store requisitions through recording, matching, checking and batching;

(f) operating a keyboard and related business equipment in order to achieve the competency in Level 2.

A.2.3 Typical duties and skills—Call centre customer contact trainee

A call centre customer contact trainee is employed to perform customer contact functions with direct supervision.

A.3 Level 2

A.3.1 Characteristics

(a) This level caters for employees who have had sufficient experience or training to enable them to carry out their assigned duties under general direction.

(b) Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

(c) The work of employees at this level may be subject to final checking and, as required, progress checking.

(d) Employees at this level may be required to check the work or provide guidance to other emplyees at a lower level or provide assistance to less experienced employees at the same level or any combination of one or more of these requirements.

A.3.2 Typical duties and skills

Indicative typical duties and skills at this level may include:

(a) reception or switchboard duties set out in Level 1 and, in addition,.responding to enquiries, as appropriate, consistent with their knowledge of the organisation's operations and services or where presentation, or the use of interpersonal skills, is a key aspect of the position;

(b) operation of business equipment including computerised radio or telephone equipment, computers, printing devices, dictaphone equipment and typewriters;

(c) word processing, ssuch as the use of a word processing software package to create, format, edit, correct, print and save text documents such as standard correspondence and business documents;

(d) stenographer or person employed to take shorthand and to transcribe by means of appropriate keyboard equipment;

(e) copy typing and audio typing;

(f) maintenance of records or journals (or both) including initial processing and recording relating to the following:

(i) reconciliation of accounts to balance; and

(ii) incoming or outgoing cheques; and

(iii) invoices; and

(iv) debit or credit items; and

(v) payroll data; and

(vi) petty cash imprest system; and

(vii) letters;

(g) computer applications, including using a software package which may include one or more of the following functions:

(i) create new files and records;

(ii) spreadsheet or worksheet;

(iii) graphics;

(iv) accounting or payroll file;

(v) following standard procedures and using existing models or fields of information;

(h) arrange routine travel bookings and itineraries or make appointments;

(i) provide general advice and information on the organisation's products and services such as at the front counter or by telephone.

A.3.3 Typical duties and skills—Call centre customer contact officer grade 1

(a) A call centre customer contact officer grade 1 is employed to:

(i) use known routines and procedures;

(ii) have some accountability for quality of outcomes;

(iii) receive calls;

(iv) use common call centre technology;

(v) enter and retrieve data;

(vi) work in a team;

(vii) manage their own work under guidance;

(viii) provide at least one specialised service such as sales and advice for products and services, complaints or fault enquiries and data collection surveys.

(b) A call centre customer contact officer must be classified at this level if they hold a Certificate II in Telecommunications (Customer Contact) or equivalent and are employed to perform the duties and skills listed under clause A.3.3(a).

A.4 Level 3

A.4.1 Characteristics

(a) Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

(b) Employees at this level require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

(c) Employees at this level may be required to give assistance or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and should be able to train such employees by means of personal instruction and demonstration.

A.4.2 Typical duties and skills

Indicative typical duties and skills at this level may include:

(a) preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; and posting journals to ledger;

(b) providing specialised advice and information on the organisation's products and services;

(c) responding to clients, the public or suppliers' problems within own functional area utilising a high degree of interpersonal skills;

(d) *applying computer software in order to:

(i) create new files and records;

(ii) maintain computer based records management systems;

(iii) identify and extract information from internal and external sources; or

(iv) use advanced word processing or keyboard functions;

(e) arranging travel bookings and itineraries, making appointments, screening telephone calls, responding to invitations, organising internal meetings, establishing and maintaining reference lists or personal contact systems;

(f) applying specialist terminology and processes in professional offices.

A.4.3 Typical duties and skills—Call centre customer contact officer grade 2

(a) A call centre customer contact officer grade 2 is employed to:

(i) perform a broader range of skilled operations than grade 1;

(ii) exercise some discretion and judgment in the selection of equioment, services or contingency measures;

(iii) work within known time constraints;

(iv) provide multiple specialised services to customers (including complex sales, service advice for a range of products or services, and difficult complaint and fault inquiries);

(v) deploy service staff using multiple technologies;

(vi) exercise a limited amount of leadership over less experienced employees.

(b) An employee must be classified at this level if they hold a Certificate III (Customer Contact) or equivalent and are employed to perform the duties and skills listed under clause A.4.3(a).

* NOTE: These typical duties and skills may be either at Level 3 or Level 4 depending on the characteristics of that particular level.

A.5 Call centre principal customer contact specialist

Employees at this level are employed to:

(a) perform a broad range of skilled applications; and

(b) provide leadership as a coach, mentor or senior staff member, and provide guidance in the application and planning of skills;and

(c) work with a high degree of autonomy with the authority to make decisions in relation to specific customer contact matters; and

(d) take responsibility for the outcomes of customer contact and resolve complex situations.

A.6 Level 4

A.6.1 Characteristics

(a) Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice or information to the organisation and clients in relation to specific areas of their responsibility.

(b) Employees at this level require only limited guidance or direction and would normally report to more senior staff as required.

(c) A principal feature, but not a requirement, of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordination of work flow, checking of progress, quality of work and resolving problems.

(d) Employees at this level exercise initiative, discretion and judgment at times in performing their duties.

(e) Employees at this level are able to train employees in Levels 1-3 by personal instruction and demonstration.

A.6.2 Typical duties and skills

Indicative typical duties and skills at this level may include:

(a) secretarial and executive support services including:

(i) maintaining executive diary; and

(ii) attending executive and organisational meetings and taking minutes; and

(iii) establishing and maintaining current working and personal filing systems for executive; and

(iv) answering executive correspondence from oral or handwritten instructions;

(b) ability to prepare financial or tax schedules, calculate costings, wage or salary requirements; complete personnel or payroll data for authorisation; reconcile accounts to balance;

(c) advising or providing information on one or more of the following:

(i) employment conditions;

(ii) workers compensation procedures and regulations;

(iii) superannuation entitlements, procedures and regulations;

(d) *applying one or more computer software packages to:

(i) create new files and records; or

(ii) maintain computer based management systems; or

(iii) identify and extract information from internal and external sources; or

(iv) use advanced word processing/keyboard functions.

A.6.3 Typical duties and skills—Call centre customer contact team leader

(a) A call centre customer contact team leader is employed to:

(i) perform a broad range of skilled applications;

(ii) evaluate and analyse current practices;

(iii) develop new criteria and procedures for performing current practices;

(iv) provide leadership in team leader role and provide guidance to others in the application and planning of skills;

(v) work with a high degree of autonomy and exercise authority to take decisions in relation to specific customer contact matters.

(b) An employee must be classified at this level if they hold a Certificate IV (Customer Contact) or equivalent and are employed to perform the duties and skills under clause A.6.3(a).

* NOTE: These typical duties and skills may be either at Level 3 or Level 4 depending on the characteristics of that particular level.

A.7 Level 5

A.7.1 Characteristics

(a) Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

(b) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, with the relevant field or fields of their expertise.

(c) Employees at this level are responsible for their own work and may have delegated responsibility for the work under their control or supervision including scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters:

(d) Employees at this level would also be able to:

(i) train and supervise employees in lower levels by means of personal instruction and demonstration; and

(ii) assist in the delivery of training courses.

(e) Employees at this level would often exercise initiative, discretion and judgment in the performance of their duties.

(f) Employees at this level may possess relevant post-secondary qualifications. However, this is not essential.

A.7.2 Typical duties and skills required

Indicative typical duties and skills at this level may include:

(a) Application of knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;

(b) application of computer software packages including the integration of complex word processing and desktop publishing, text and data documents;

(c) providing reports for management in any or all of the following areas:

(i) accounts and finances; and

(ii) staffing; and

(iii) legislative requirements; and

(iv) other company activities;

(d) administering individual executive salary packages, travel expenses, allowances and company transport; administering salary and payroll requirements of the organisation.

A.7.3 Typical duties and skills—Call centre principal customer contact leader

A call centre principal customer contact leader is employed to:

(a) apply a significant range of fundamental principles and complex techniques across a wide and unpredictable variety of contexts in either varied or highly specialised functions;

(b) coordinate the work of a number of teams within a call centre environment;

(c) have a number of specialists or supervisors reporting to them.

A.7.4 An employee must be classified at this level if they hold a Diploma—Front Line Management or equivalent and is employed to perform the duties and skills under clause A.7.2.

A.8 Call centre technical associate

A.8.1 A call centre technical associate is employed to:

(a) apply a significant range of fundamental principles and complex techniques across a wide and unpredictable variety of contexts in relation to either varied or highly specialised functions; and

(b) contribute to the development of a broad plan, budget or strategy; and

(c) work with a high degree of autonomy and be accountable and responsible for themselves and others in achieving outcomes (some supervision may be required); and

(d) be involved in the design, installation and management of telecommunications computer equipment and system development; and

(e) assess installation requirements; and

(f) design systems; and

(g) plan and perform installations; and

(h) install and manage data communications equipment and find faults.

Schedule B - Summary of Hourly Rates of Pay

[Varied by PR718819, PR729254, PR740674, PR762109, PR773886, PR786540]

See also Part 4—Wages and Allowances and 0Part 5 - Overtime and Penalty Rates (employees other than shiftworkers).

B.1 Full-time and part-time adult employees other than shiftworkers

B.1.1 Full-time and part-time adult employees other than shiftworkers—ordinary and penalty rates

[B.1.1 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc01Jul25]

	Monday to Friday	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	100%	125%	200%	250%
	$	$	$	$
Level 1—Year 1	25.74	32.18	51.48	64.35
Level 1—Year 2	26.96	33.70	53.92	67.40
Level 1—Year 3	27.79	34.74	55.58	69.48
Level 2—Year 1	28.12	35.15	56.24	70.30
Level 2—Year 2	28.64	35.80	57.28	71.60
Level 3	29.70	37.13	59.40	74.25
Call centre principal customer contact specialist	29.91	37.39	59.82	74.78
Level 4	31.19	38.99	62.38	77.98
Level 5	32.45	40.56	64.90	81.13
Call centre technical associate	35.55	44.44	71.10	88.88

B.1.2 Full-time and part-time adult employees other than shiftworkers—overtime rates

[B.1.2 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Level 1—Year 1	38.61	51.48	51.48	64.35
Level 1—Year 2	40.44	53.92	53.92	67.40
Level 1—Year 3	41.69	55.58	55.58	69.48
Level 2—Year 1	42.18	56.24	56.24	70.30
Level 2—Year 2	42.96	57.28	57.28	71.60
Level 3	44.55	59.40	59.40	74.25

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Call centre principal customer contact specialist	44.87	59.82	59.82	74.78
Level 4	46.79	62.38	62.38	77.98
Level 5	48.68	64.90	64.90	81.13
Call centre technical associate	53.33	71.10	71.10	88.88

B.2 Full-time and part-time adult employees—shiftworkers

B.2.1 Full-time and part-time adult shiftworkers—ordinary and penalty rates

[B.2.1 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Afternoon and night	Permanent night[1]	Saturday, Sunday or public holiday
	% of minimum hourly rate		
	115%	130%	150%
	$	$	$
Level 1—Year 1	29.60	33.46	38.61
Level 1—Year 2	31.00	35.05	40.44
Level 1—Year 3	31.96	36.13	41.69
Level 2—Year 1	32.34	36.56	42.18
Level 2—Year 2	32.94	37.23	42.96
Level 3	34.16	38.61	44.55
Call centre principal customer contact specialist	34.40	38.88	44.87
Level 4	35.87	40.55	46.79
Level 5	37.32	42.19	48.68
Call centre technical associate	40.88	46.22	53.33

[1] **Permanent night shift** is defined in clause 25.1(c) (Shiftwork definitions).

B.2.2 Full-time and part-time adult shiftworkers—overtime rates

[B.2.2 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Monday to Friday				Saturday, Sunday or Public holiday
	in excess of ordinary daily hours		in excess of ordinary weekly hours		
	first 2 hours	after 2 hours	first 3 hours	after 3 hours	
	% of minimum hourly rate				
	150%	200%	150%	200%	200%
	$	$	$	$	$
Level 1—Year 1	38.61	51.48	38.61	51.48	51.48
Level 1—Year 2	40.44	53.92	40.44	53.92	53.92
Level 1—Year 3	41.69	55.58	41.69	55.58	55.58
Level 2—Year 1	42.18	56.24	42.18	56.24	56.24
Level 2—Year 2	42.96	57.28	42.96	57.28	57.28
Level 3	44.55	59.40	44.55	59.40	59.40
Call centre principal customer contact specialist	44.87	59.82	44.87	59.82	59.82
Level 4	46.79	62.38	46.79	62.38	62.38
Level 5	48.68	64.90	48.68	64.90	64.90
Call centre technical associate	53.33	71.10	53.33	71.10	71.10

B.3 Casual adult employees

B.3.1 Casual adult employees other than shiftworkers—ordinary and penalty rates

[B.3.1 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR789540 ppc 01Jul25]

	Monday to Friday	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	125%	150%	225%	275%
	$	$	$	$
Level 1—Year 1	32.18	38.61	57.92	70.79
Level 1—Year 2	33.70	40.44	60.66	74.14
Level 1—Year 3	34.74	41.69	62.53	76.42
Level 2—Year 1	35.15	42.18	63.27	77.33
Level 2—Year 2	35.80	42.96	64.44	78.76
Level 3	37.13	44.55	66.83	81.68
Call centre principal customer contact specialist	37.39	44.87	67.30	82.25
Level 4	38.99	46.79	70.18	85.77
Level 5	40.56	48.68	73.01	89.24

	Monday to Friday	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	125%	150%	225%	275%
	$	$	$	$
Call centre technical associate	44.44	53.33	79.99	97.76

B.3.2 Casual adult shiftworkers—ordinary and penalty rates

[B.3.2 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Afternoon and night	Permanent night[1]	Saturday, Sunday or public holiday
	% of minimum hourly rate		
	140%	155%	175%
	$	$	$
Level 1—Year 1	36.04	39.90	45.05
Level 1—Year 2	37.74	41.79	47.18
Level 1—Year 3	38.91	43.07	48.63
Level 2—Year 1	39.37	43.59	49.21
Level 2—Year 2	40.10	44.39	50.12
Level 3	41.58	46.04	51.98
Call centre principal customer contact specialist	41.87	46.36	52.34
Level 4	43.67	48.34	54.58
Level 5	45.43	50.30	56.79
Call centre technical associate	49.77	55.10	62.21

[1] **Permanent night shift** is defined in clause 25.1(c) (Shiftwork definitions).

B.4 Junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 16.4—Junior employees. Adult rates apply from 21 years of age in accordance with clause 16.4—Junior employees.

B.4.1 Full-time and part-time junior employees other than shiftworkers—ordinary and penalty rates

[B.4.1 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
	$	$	$	$
Level 1—Year 1				
Under 16 years	11.58	14.48	23.16	28.95

	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
	$	$	$	$
16 years	12.87	16.09	25.74	32.18
17 years	15.45	19.31	30.90	38.63
18 years	18.02	22.53	36.04	45.05
19 years	20.59	25.74	41.18	51.48
20 years	23.17	28.96	46.34	57.93
Level 1—Year 2				
Under 16 years	12.13	15.16	24.26	30.33
16 years	13.48	16.85	26.96	33.70
17 years	16.17	20.21	32.34	40.43
18 years	18.87	23.59	37.74	47.18
19 years	21.57	26.96	43.14	53.93
20 years	24.26	30.33	48.52	60.65
Level 1—Year 3				
Under 16 years	12.51	15.64	25.02	31.28
16 years	13.89	17.36	27.78	34.73
17 years	16.67	20.84	33.34	41.68
18 years	19.45	24.31	38.90	48.63
19 years	22.23	27.79	44.46	55.58
20 years	25.01	31.26	50.02	62.53
Level 2—Year 1				
Under 16 years	12.65	15.81	25.30	31.63
16 years	14.06	17.58	28.12	35.15
17 years	16.87	21.09	33.74	42.18
18 years	19.68	24.60	39.36	49.20
19 years	22.49	28.11	44.98	56.23
20 years	25.30	31.63	50.60	63.25
Level 2—Year 2				
Under 16 years	12.89	16.11	25.78	32.23
16 years	14.32	17.90	28.64	35.80
17 years	17.18	21.48	34.36	42.95
18 years	20.05	25.06	40.10	50.13
19 years	22.91	28.64	45.82	57.28
20 years	25.77	32.21	51.54	64.43
Level 3				

	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
	$	$	$	$
Under 16 years	13.36	16.70	26.72	33.40
16 years	14.85	18.56	29.70	37.13
17 years	17.82	22.28	35.64	44.55
18 years	20.79	25.99	41.58	51.98
19 years	23.76	29.70	47.52	59.40
20 years	26.73	33.41	53.46	66.83
Call centre principal customer contact specialist				
Under 16 years	13.46	16.83	26.92	33.65
16 years	14.95	18.69	29.90	37.38
17 years	17.94	22.43	35.88	44.85
18 years	20.93	26.16	41.86	52.33
19 years	23.92	29.90	47.84	59.80
20 years	26.91	33.64	53.82	67.28
Level 4				
Under 16 years	14.03	17.54	28.06	35.08
16 years	15.59	19.49	31.18	38.98
17 years	18.71	23.39	37.42	46.78
18 years	21.83	27.29	43.66	54.58
19 years	24.95	31.19	49.90	62.38
20 years	28.07	35.09	56.14	70.18
Level 5				
Under 16 years	14.60	18.25	29.20	36.50
16 years	16.23	20.29	32.46	40.58
17 years	19.47	24.34	38.94	48.68
18 years	22.72	28.40	45.44	56.80
19 years	25.96	32.45	51.92	64.90
20 years	29.21	36.51	58.42	73.03
Call centre technical associate				
Under 16 years	16.00	20.00	32.00	40.00
16 years	17.78	22.23	35.56	44.45
17 years	21.33	26.66	42.66	53.33
18 years	24.89	31.11	49.78	62.23

	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	125%	200%	250%
	$	$	$	$
19 years	28.44	35.55	56.88	71.10
20 years	32.00	40.00	64.00	80.00

B.4.2 Full-time and part-time junior employees other than shiftworkers—overtime rates

[B.4.2 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of junior hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Level 1—Year 1				
Under 16 years	17.37	23.16	23.16	28.95
16 years	19.31	25.74	25.74	32.18
17 years	23.18	30.90	30.90	38.63
18 years	27.03	36.04	36.04	45.05
19 years	30.89	41.18	41.18	51.48
20 years	34.76	46.34	46.34	57.93
Level 1—Year 2				
Under 16 years	18.20	24.26	24.26	30.33
16 years	20.22	26.96	26.96	33.70
17 years	24.26	32.34	32.34	40.43
18 years	28.31	37.74	37.74	47.18
19 years	32.36	43.14	43.14	53.93
20 years	36.39	48.52	48.52	60.65
Level 1—Year 3				
Under 16 years	18.77	25.02	25.02	31.28
16 years	20.84	27.78	27.78	34.73
17 years	25.01	33.34	33.34	41.68
18 years	29.18	38.90	38.90	48.63
19 years	33.35	44.46	44.46	55.58
20 years	37.52	50.02	50.02	62.53
Level 2—Year 1				
Under 16 years	18.98	25.30	25.30	31.63
16 years	21.09	28.12	28.12	35.15
17 years	25.31	33.74	33.74	42.18

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of junior hourly rate			
	150%	200%	200%	250%
	$	$	$	$
18 years	29.52	39.36	39.36	49.20
19 years	33.74	44.98	44.98	56.23
20 years	37.95	50.60	50.60	63.25
Level 2—Year 2				
Under 16 years	19.34	25.78	25.78	32.23
16 years	21.48	28.64	28.64	35.80
17 years	25.77	34.36	34.36	42.95
18 years	30.08	40.10	40.10	50.13
19 years	34.37	45.82	45.82	57.28
20 years	38.66	51.54	51.54	64.43
Level 3				
Under 16 years	20.04	26.72	26.72	33.40
16 years	22.28	29.70	29.70	37.13
17 years	26.73	35.64	35.64	44.55
18 years	31.19	41.58	41.58	51.98
19 years	35.64	47.52	47.52	59.40
20 years	40.10	53.46	53.46	66.83
Call centre principal customer contact specialist				
Under 16 years	20.19	26.92	26.92	33.65
16 years	22.43	29.90	29.90	37.38
17 years	26.91	35.88	35.88	44.85
18 years	31.40	41.86	41.86	52.33
19 years	35.88	47.84	47.84	59.80
20 years	40.37	53.82	53.82	67.28
Level 4				
Under 16 years	21.05	28.06	28.06	35.08
16 years	23.39	31.18	31.18	38.98
17 years	28.07	37.42	37.42	46.78
18 years	32.75	43.66	43.66	54.58
19 years	37.43	49.90	49.90	62.38
20 years	42.11	56.14	56.14	70.18
Level 5				

	Monday to Saturday		Sunday – all day	Public holiday
	first 2 hours	after 2 hours		
	% of junior hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Under 16 years	21.90	29.20	29.20	36.50
16 years	24.35	32.46	32.46	40.58
17 years	29.21	38.94	38.94	48.68
18 years	34.08	45.44	45.44	56.80
19 years	38.94	51.92	51.92	64.90
20 years	43.82	58.42	58.42	73.03
Call centre technical associate				
Under 16 years	24.00	32.00	32.00	40.00
16 years	26.67	35.56	35.56	44.45
17 years	32.00	42.66	42.66	53.33
18 years	37.34	49.78	49.78	62.23
19 years	42.66	56.88	56.88	71.10
20 years	48.00	64.00	64.00	80.00

B.4.3 Full-time and part-time junior employees—shiftworkers—ordinary and penalty rates

[B.4.3 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Afternoon and Night	Permanent night[1]	Saturday, Sunday or Public holiday
	% of junior hourly rate		
	115%	130%	150%
	$	$	$
Level 1—Year 1			
Under 16 years	13.32	15.05	17.37
16 years	14.80	16.73	19.31
17 years	17.77	20.09	23.18
18 years	20.72	23.43	27.03
19 years	23.68	26.77	30.89
20 years	26.65	30.12	34.76
Level 1—Year 2			
Under 16 years	13.95	15.77	18.20
16 years	15.50	17.52	20.22
17 years	18.60	21.02	24.26
18 years	21.70	24.53	28.31
19 years	24.81	28.04	32.36
20 years	27.90	31.54	36.39

	Afternoon and Night	Permanent night[1]	Saturday, Sunday or Public holiday
	% of junior hourly rate		
	115%	130%	150%
	$	$	$
Level 1—Year 3			
Under 16 years	14.39	16.26	18.77
16 years	15.97	18.06	20.84
17 years	19.17	21.67	25.01
18 years	22.37	25.29	29.18
19 years	25.56	28.90	33.35
20 years	28.76	32.51	37.52
Level 2—Year 1			
Under 16 years	14.55	16.45	18.98
16 years	16.17	18.28	21.09
17 years	19.40	21.93	25.31
18 years	22.63	25.58	29.52
19 years	25.86	29.24	33.74
20 years	29.10	32.89	37.95
Level 2—Year 2			
Under 16 years	14.82	16.76	19.34
16 years	16.47	18.62	21.48
17 years	19.76	22.33	25.77
18 years	23.06	26.07	30.08
19 years	26.35	29.78	34.37
20 years	29.64	33.50	38.66
Level 3			
Under 16 years	15.36	17.37	20.04
16 years	17.08	19.31	22.28
17 years	20.49	23.17	26.73
18 years	23.91	27.03	31.19
19 years	27.32	30.89	35.64
20 years	30.74	34.75	40.10
Call centre principal customer contact specialist			
Under 16 years	15.48	17.50	20.19
16 years	17.19	19.44	22.43
17 years	20.63	23.32	26.91
18 years	24.07	27.21	31.40

	Afternoon and Night	Permanent night[1]	Saturday, Sunday or Public holiday
	% of junior hourly rate		
	115%	130%	150%
	$	$	$
19 years	27.51	31.10	35.88
20 years	30.95	34.98	40.37
Level 4			
Under 16 years	16.13	18.24	21.05
16 years	17.93	20.27	23.39
17 years	21.52	24.32	28.07
18 years	25.10	28.38	32.75
19 years	28.69	32.44	37.43
20 years	32.28	36.49	42.11
Level 5			
Under 16 years	16.79	18.98	21.90
16 years	18.66	21.10	24.35
17 years	22.39	25.31	29.21
18 years	26.13	29.54	34.08
19 years	29.85	33.75	38.94
20 years	33.59	37.97	43.82
Call centre technical associate			
Under 16 years	18.40	20.80	24.00
16 years	20.45	23.11	26.67
17 years	24.53	27.73	32.00
18 years	28.62	32.36	37.34
19 years	32.71	36.97	42.66
20 years	36.80	41.60	48.00

[1] **Permanent night shift** is defined in clause 25.1(c) (Shiftwork definitions).

B.4.4 Full-time and part-time junior employees—shiftworkers—overtime rates

[B.4.4 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Monday to Friday				Saturday, Sunday or Public holiday
	in excess of ordinary daily hours		in excess of ordinary weekly hours		
	first 2 hours	after 2 hours	first 3 hours	after 3 hours	
	% of junior hourly rate				
	150%	200%	150%	200%	200%
	$	$	$	$	$
Level 1—Year 1					

	Monday to Friday				Saturday, Sunday or Public holiday
	in excess of ordinary daily hours		in excess of ordinary weekly hours		
	first 2 hours	after 2 hours	first 3 hours	after 3 hours	
	% of junior hourly rate				
	150%	200%	150%	200%	200%
	$	$	$	$	$
Under 16 years	17.37	23.16	17.37	23.16	23.16
16 years	19.31	25.74	19.31	25.74	25.74
17 years	23.18	30.90	23.18	30.90	30.90
18 years	27.03	36.04	27.03	36.04	36.04
19 years	30.89	41.18	30.89	41.18	41.18
20 years	34.76	46.34	34.76	46.34	46.34
Level 1—Year 2					
Under 16 years	18.20	24.26	18.20	24.26	24.26
16 years	20.22	26.96	20.22	26.96	26.96
17 years	24.26	32.34	24.26	32.34	32.34
18 years	28.31	37.74	28.31	37.74	37.74
19 years	32.36	43.14	32.36	43.14	43.14
20 years	36.39	48.52	36.39	48.52	48.52
Level 1—Year 3					
Under 16 years	18.77	25.02	18.77	25.02	25.02
16 years	20.84	27.78	20.84	27.78	27.78
17 years	25.01	33.34	25.01	33.34	33.34
18 years	29.18	38.90	29.18	38.90	38.90
19 years	33.35	44.46	33.35	44.46	44.46
20 years	37.52	50.02	37.52	50.02	50.02
Level 2—Year 1					
Under 16 years	18.98	25.30	18.98	25.30	25.30
16 years	21.09	28.12	21.09	28.12	28.12
17 years	25.31	33.74	25.31	33.74	33.74
18 years	29.52	39.36	29.52	39.36	39.36
19 years	33.74	44.98	33.74	44.98	44.98
20 years	37.95	50.60	37.95	50.60	50.60
Level 2—Year 2					
Under 16 years	19.34	25.78	19.34	25.78	25.78
16 years	21.48	28.64	21.48	28.64	28.64
17 years	25.77	34.36	25.77	34.36	34.36
18 years	30.08	40.10	30.08	40.10	40.10

	Monday to Friday				Saturday, Sunday or Public holiday
	in excess of ordinary daily hours		in excess of ordinary weekly hours		
	first 2 hours	after 2 hours	first 3 hours	after 3 hours	
	% of junior hourly rate				
	150%	200%	150%	200%	200%
	$	$	$	$	$
19 years	34.37	45.82	34.37	45.82	45.82
20 years	38.66	51.54	38.66	51.54	51.54
Level 3					
Under 16 years	20.04	26.72	20.04	26.72	26.72
16 years	22.28	29.70	22.28	29.70	29.70
17 years	26.73	35.64	26.73	35.64	35.64
18 years	31.19	41.58	31.19	41.58	41.58
19 years	35.64	47.52	35.64	47.52	47.52
20 years	40.10	53.46	40.10	53.46	53.46
Call centre principal customer contact specialist					
Under 16 years	20.19	26.92	20.19	26.92	26.92
16 years	22.43	29.90	22.43	29.90	29.90
17 years	26.91	35.88	26.91	35.88	35.88
18 years	31.40	41.86	31.40	41.86	41.86
19 years	35.88	47.84	35.88	47.84	47.84
20 years	40.37	53.82	40.37	53.82	53.82
Level 4					
Under 16 years	21.05	28.06	21.05	28.06	28.06
16 years	23.39	31.18	23.39	31.18	31.18
17 years	28.07	37.42	28.07	37.42	37.42
18 years	32.75	43.66	32.75	43.66	43.66
19 years	37.43	49.90	37.43	49.90	49.90
20 years	42.11	56.14	42.11	56.14	56.14
Level 5					
Under 16 years	21.90	29.20	21.90	29.20	29.20
16 years	24.35	32.46	24.35	32.46	32.46
17 years	29.21	38.94	29.21	38.94	38.94
18 years	34.08	45.44	34.08	45.44	45.44
19 years	38.94	51.92	38.94	51.92	51.92
20 years	43.82	58.42	43.82	58.42	58.42

	Monday to Friday				Saturday, Sunday or Public holiday
	in excess of ordinary daily hours		in excess of ordinary weekly hours		
	first 2 hours	after 2 hours	first 3 hours	after 3 hours	
	% of junior hourly rate				
	150%	200%	150%	200%	200%
	$	$	$	$	$
Call centre technical associate					
Under 16 years	24.00	32.00	24.00	32.00	32.00
16 years	26.67	35.56	26.67	35.56	35.56
17 years	32.00	42.66	32.00	42.66	42.66
18 years	37.34	49.78	37.34	49.78	49.78
19 years	42.66	56.88	42.66	56.88	56.88
20 years	48.00	64.00	48.00	64.00	64.00

B.4.5 Casual junior employees other than shiftworkers—ordinary and penalty rates

[B.4.5 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
	$	$	$	$
Level 1—Year 1				
Under 16 years	14.48	17.37	26.06	31.85
16 years	16.09	19.31	28.96	35.39
17 years	19.31	23.18	34.76	42.49
18 years	22.53	27.03	40.55	49.56
19 years	25.74	30.89	46.33	56.62
20 years	28.96	34.76	52.13	63.72
Level 1—Year 2				
Under 16 years	15.16	18.20	27.29	33.36
16 years	16.85	20.22	30.33	37.07
17 years	20.21	24.26	36.38	44.47
18 years	23.59	28.31	42.46	51.89
19 years	26.96	32.36	48.53	59.32
20 years	30.33	36.39	54.59	66.72
Level 1—Year 3				
Under 16 years	15.64	18.77	28.15	34.40
16 years	17.36	20.84	31.25	38.20
17 years	20.84	25.01	37.51	45.84

	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
	$	$	$	$
18 years	24.31	29.18	43.76	53.49
19 years	27.79	33.35	50.02	61.13
20 years	31.26	37.52	56.27	68.78
Level 2—Year 1				
Under 16 years	15.81	18.98	28.46	34.79
16 years	17.58	21.09	31.64	38.67
17 years	21.09	25.31	37.96	46.39
18 years	24.60	29.52	44.28	54.12
19 years	28.11	33.74	50.60	61.85
20 years	31.63	37.95	56.93	69.58
Level 2—Year 2				
Under 16 years	16.11	19.34	29.00	35.45
16 years	17.90	21.48	32.22	39.38
17 years	21.48	25.77	38.66	47.25
18 years	25.06	30.08	45.11	55.14
19 years	28.64	34.37	51.55	63.00
20 years	32.21	38.66	57.98	70.87
Level 3				
Under 16 years	16.70	20.04	30.06	36.74
16 years	18.56	22.28	33.41	40.84
17 years	22.28	26.73	40.10	49.01
18 years	25.99	31.19	46.78	57.17
19 years	29.70	35.64	53.46	65.34
20 years	33.41	40.10	60.14	73.51
Call centre principal customer contact specialist				
Under 16 years	16.83	20.19	30.29	37.02
16 years	18.69	22.43	33.64	41.11
17 years	22.43	26.91	40.37	49.34
18 years	26.16	31.40	47.09	57.56
19 years	29.90	35.88	53.82	65.78
20 years	33.64	40.37	60.55	74.00
Level 4				

	Monday to Friday	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	125%	150%	225%	275%
	$	$	$	$
Under 16 years	17.54	21.05	31.57	38.58
16 years	19.49	23.39	35.08	42.87
17 years	23.39	28.07	42.10	51.45
18 years	27.29	32.75	49.12	60.03
19 years	31.19	37.43	56.14	68.61
20 years	35.09	42.11	63.16	77.19
Level 5				
Under 16 years	18.25	21.90	32.85	40.15
16 years	20.29	24.35	36.52	44.63
17 years	24.34	29.21	43.81	53.54
18 years	28.40	34.08	51.12	62.48
19 years	32.45	38.94	58.41	71.39
20 years	36.51	43.82	65.72	80.33
Call centre technical associate				
Under 16 years	20.00	24.00	36.00	44.00
16 years	22.23	26.67	40.01	48.90
17 years	26.66	32.00	47.99	58.66
18 years	31.11	37.34	56.00	68.45
19 years	35.55	42.66	63.99	78.21
20 years	40.00	48.00	72.00	88.00

B.4.6 Casual junior employees—shiftworkers—ordinary and penalty rates

[B.4.6 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

	Afternoon and Night	Permanent night[1]	Saturday Sunday or Public holiday
	% of junior hourly rate		
	140%	155%	175%
	$	$	$
Level 1—Year 1			
Under 16 years	16.21	17.95	20.27
16 years	18.02	19.95	22.52
17 years	21.63	23.95	27.04
18 years	25.23	27.93	31.54
19 years	28.83	31.91	36.03

	Afternoon and Night	Permanent night[1]	Saturday Sunday or Public holiday
	% of junior hourly rate		
	140%	155%	175%
	$	$	$
20 years	32.44	35.91	40.55
Level 1—Year 2			
Under 16 years	16.98	18.80	21.23
16 years	18.87	20.89	23.59
17 years	22.64	25.06	28.30
18 years	26.42	29.25	33.02
19 years	30.20	33.43	37.75
20 years	33.96	37.60	42.46
Level 1—Year 3			
Under 16 years	17.51	19.39	21.89
16 years	19.45	21.53	24.31
17 years	23.34	25.84	29.17
18 years	27.23	30.15	34.04
19 years	31.12	34.46	38.90
20 years	35.01	38.77	43.77
Level 2—Year 1			
Under 16 years	17.71	19.61	22.14
16 years	19.68	21.79	24.61
17 years	23.62	26.15	29.52
18 years	27.55	30.50	34.44
19 years	31.49	34.86	39.36
20 years	35.42	39.22	44.28
Level 2—Year 2			
Under 16 years	18.05	19.98	22.56
16 years	20.05	22.20	25.06
17 years	24.05	26.63	30.07
18 years	28.07	31.08	35.09
19 years	32.07	35.51	40.09
20 years	36.08	39.94	45.10
Level 3			
Under 16 years	18.70	20.71	23.38
16 years	20.79	23.02	25.99
17 years	24.95	27.62	31.19

	Afternoon and Night	Permanent night[1]	Saturday Sunday or Public holiday
	% of junior hourly rate		
	140%	155%	175%
	$	$	$
18 years	29.11	32.22	36.38
19 years	33.26	36.83	41.58
20 years	37.42	41.43	46.78
Call centre principal customer contact specialist			
Under 16 years	18.84	20.86	23.56
16 years	20.93	23.17	26.16
17 years	25.12	27.81	31.40
18 years	29.30	32.44	36.63
19 years	33.49	37.08	41.86
20 years	37.67	41.71	47.09
Level 4			
Under 16 years	19.64	21.75	24.55
16 years	21.83	24.16	27.28
17 years	26.19	29.00	32.74
18 years	30.56	33.84	38.20
19 years	34.93	38.67	43.66
20 years	39.30	43.51	49.12
Level 5			
Under 16 years	20.44	22.63	25.55
16 years	22.72	25.16	28.40
17 years	27.26	30.18	34.07
18 years	31.81	35.22	39.76
19 years	36.34	40.24	45.43
20 years	40.89	45.28	51.12
Call centre technical associate			
Under 16 years	22.40	24.80	28.00
16 years	24.89	27.56	31.12
17 years	29.86	33.06	37.33
18 years	34.85	38.58	43.56
19 years	39.82	44.08	49.77
20 years	44.80	49.60	56.00

[1] **Permanent night shift** is defined in clause 25.1(c) (Shiftwork definitions).

Schedule C—Summary of Monetary Allowances

[Varied by PR718819, PR718975, PR729254, PR729442, PR740674, PR740848 PR750750, PR762109, PR762268, PR773886, PR774054, PR786540, PR786705]

See clause 19—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

[C.1.1 varied by PR718819, PR729254, PR740674 PR762109 PR773886, PR786540 ppc 01Jul25]

C.1.1 The following wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly rate for the Level 2, Year 1 classification in clause 16.1 (Minimum rates) = **$1068.40**.

Allowance	Clause	% of standard rate	$	Payable
First aid allowance	19.2(b)	1.5%	16.03	per week

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

[C.2.1 varied by PR718975, PR729254, PR740848 PR762268 PR774054, PR786540 ppc 01Jul25]

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 19—Allowances:

Allowance	Clause	$	Payable
Laundry allowance—Full-time employee	19.4(d)(i)	3.55	per week
Laundry allowance—Part-time or casual employee	19.4(d)(ii)	0.71	per shift
Meal allowance—more than one and a half hours of overtime without 24 hours' notice—First meal	19.5(b)(i)	19.93	per occasion
Meal allowance—more than one and a half hours of overtime without 24 hours' notice—Further 4 hours' overtime	19.5(c)	15.96	per occasion
Vehicle allowance—Motor car	19.6(a)(i)	0.98	per km
Vehicle allowance—Motorcycle	19.6(a)(ii)	0.33	per km

C.2.2 Adjustment of expense-related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Laundry allowance	Clothing and footwear group
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

Schedule D—Supported Wage System

[Varied by PR719661, PR729672 PR742256, PR762969, PR774051, PR786538]

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

D.2 In this schedule:

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

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

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

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

supported wage system (SWS) 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.

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

Assessed capacity (clause D.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60

Assessed capacity (clause D.5) %	Relevant minimum wage %
70	70
80	80
90	90

[D.4.2 varied by PR719661*,* PR729672 PR742256, PR762969 PR774051, PR786538 ppc 01Jul25]

D.4.2 Provided that the minimum amount payable must be not less than **$109** per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

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

[D.10.3 varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538 ppc 01Jul25]

D.10.3 The minimum amount payable to the employee during the trial period must be no less than **$109** per week.

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

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

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

Link to PDF copy of Agreement for Time Off Instead of Payment for Overtime.

Name of employee: _____

Name of employer: _____

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

Date and time overtime started: ___/___/20___ ____ am/pm

Date and time overtime ended: ___/___/20___ ____ am/pm

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

[Schedule H—Part-day Public Holidays deleted by PR747556 ppc 14Nov22]

[Schedule I—Award flexibility during the COVID-19 Pandemic deleted by PR731091 ppc 01Jul21]

[Schedule X—Additional Measures During the COVID-19 Pandemic deleted by PR742720 ppc 17Jun22]