

Contract Call Centres Award 2010

The above award was first made on 3 April 2009 [[PR986364](#)]

This consolidated version of the award includes variations made on 11 September 2009 [[PR988402](#)]

NOTE: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

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[Varied by [PR988402](#)]

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Part 1—Application and Operation

1. Title

This award is the *Contract Call Centres Award 2010*.

2. Commencement and transitional

[Varied by [PR988402](#)]

2.1 This award commences on 1 January 2010.

[2.2–2.6 inserted by [PR988402](#)]

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

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

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

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

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

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

Commission means the Australian Industrial Relations Commission or its successor

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

standard rate means the minimum hourly wage prescribed for the Clerical and Administration Officer Level 3/Customer Contact Officer Level 2

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

4. Coverage

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

4.2 **Contract call centre industry** means:

- (a) any business whose principal function is supplying inbound or outbound customer contact services to a number of clients, on a contract basis, and whose business is independent of the client; and

- (b) any business which supplies labour to a business in the contract call centre industry on a labour hire basis in respect of any such labour hire employees while engaged in the performance of work for a business in the contract call centre industry.

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

- 4.4** The award does not apply to:
- (a) any business or part of a business which is not a business in the contract call centre industry (as defined); or
 - (b) any business or part of a business in which the customer contact services are carried out within that business and for that business, except in the case of a business in the contract call centre industry; or
 - (c) any person who is a director or manager of an employer or a person to whom such person has delegated the right to engage and terminate the employment of employees;
 - (d) an employee excluded from award coverage by the Act.
- 4.5** The award does not cover an employer bound by an enterprise award or an enterprise NAPSA with respect to any employee who is covered by the enterprise award or NAPSA.
- 4.6** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;

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- (d) allowances; and
- (e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

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

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

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

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

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

7.8 The agreement may be terminated:

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

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

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

8.2 Employer to discuss change

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

9. Dispute resolution

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

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

10. Dispute resolution procedure training leave

- 10.1** Subject to clause 10.7, an eligible employee representative will be entitled to, and the employer will grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the *Workplace Relations Act 1996* (Cth), or with any relevant agreement which provides it is to be read in conjunction with this award.
- 10.2** An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 10.3** The notice to the employer must include details of the type, content and duration of the course to be attended
- 10.4** The taking of such leave will be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 10.5** An eligible employee representative taking such leave will be paid all ordinary time earnings which normally become due and payable during the period of leave.
- 10.6** Leave of absence granted pursuant to this clause will count as service for all purposes of this award.
- 10.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is a:
- (a) shop steward, a delegate or an employee representative duly elected or appointed by the employees in a workplace generally or collectively for all or part of a workplace for the purpose of representing those employees in the dispute resolution procedure; and

- (b) who is within the class and number of representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

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

- 10.8** Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year will be resolved by agreement between those entitled, or if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 10.9** For purposes of applying the quota table employees employed by the employer in the enterprise or workplace are full-time, part-time and casual employees with six months or more service who are covered by this award and who are engaged in the enterprise or workplace to which the procedure established under clause 9—Dispute resolution applies.

Part 3—Types of Employment and Termination of Employment

11. Full-time employment

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

12. Part-time employment

- 12.1** An employee may be engaged to work on a part-time basis. A part-time employee is an employee (other than a casual) who has reasonably predictable hours of work and who is engaged to work a lesser number of ordinary hours per week than a full-time employee performing work of the same kind or a similar nature.
- 12.2** A part-time employee must be paid for ordinary hours worked at the rate per hour of 1/38th of the weekly rate prescribed by clause 18—Classifications and minimum wage rates for the work performed.
- 12.3** The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38 hours.
- 12.4** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

12.5 Overtime will be payable to part-time employees for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the employee. Provided that a part-time employee is not entitled to be paid overtime penalties on a day until they have worked at least an equivalent number of hours that day to an equivalent full-time employee in the relevant section of the enterprise. Provided further that a part-time employee must not work more than 38 hours in any week at ordinary rates.

12.6 Public holidays

Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee will not lose pay for the day. Where the employee works on the holiday, such employee must be paid in accordance with clause 30.4.

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

13. Casual employment

13.1 A casual employee is an employee who is engaged on a casual basis. A casual employee for working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by clause 18—Classifications and minimum wage rates for the work performed, plus 25%.

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

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

13.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements under Subdivision B and C of Division 6 of the NES concerning carer's leave and compassionate leave for a casual employee. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

14. Termination of employment

14.1 Notice of termination is provided for in the NES.

14.2 Notice of termination by an employee

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

14.3 Job search entitlement

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

15. Absence from duty

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

16. Abandonment of employment

16.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer will be prima facie evidence that the employee has abandoned the employment.

16.2 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given, or consent has been granted, an employee has not established to the satisfaction of the employer that the employee is absent for reasonable cause, the employee will be deemed to have abandoned the employment.

16.3 Termination of employment by abandonment in accordance with this clause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

17. Redundancy

17.1 Redundancy pay is provided for in the NES.

17.2 Transfer to lower paid duties

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

17.3 Employee leaving during notice period

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

17.4 Job search entitlement

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

17.5 Transitional provisions

- (a) Subject to clause 17.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) This clause ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

18. Classifications and minimum wage rates

[Sched A renumbered as Sched B by [PR988402](#)]

The definitions for the classifications below are contained in Schedule B of this award.

All employees covered by this award must be classified according to the structure set out in Schedule B and paid the minimum wage in clause 18.1. Employers must advise their employees in writing of their classification and of any changes to their classification.

18.1 Adult employees

The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

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

Classification	Rate per week
	\$
Customer Contact Trainee	583.00
Clerical and Administration Officer Level 1	583.00
Customer Contact Officer 1	603.90
Clerical and Administration Officer Level 2	603.90
Customer Contact Officer 2	637.60
Clerical and Administration Officer Level 3	637.60
Principal Customer Contact Specialist	680.00
Customer Contact Team Leader	698.20
Clerical and Administration Officer Level 4	698.20
Principal Customer Contact Leader	750.40
Clerical and Administration Officer Level 5	750.40
Contract Call Centre Industry Technical Associate	813.00

18.2 Junior rates

The minimum wage rates for junior employees must be the undermentioned percentages of the appropriate adult wage rates prescribed in clause 18.1:

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

18.3 National training wage

[Sched B renumbered as Sched C by [PR988402](#)]

See Schedule C

18.4 Higher duties

Where an employee is required to perform the work at a classification higher than their appointed role for a continuous period of one ordinary rostered day or shift or more, that employee will be paid the appropriate rate in the higher classification range for the period worked.

18.5 Annual salary arrangements for higher classifications

- (a) The provisions of clause 18.5(b) will apply to the following classifications:
- Customer contact stream—Principal Customer Contact Leader;
 - Clerical and administration stream—Clerical and Administration Employee-Level 5: and
 - Contract Call Centre Industry Technical Associate
- (b) Employees on annual salary arrangements will be compensated for any payments arising from the following award provisions in accordance with the provisions of clause 18.5(c):
- Clause 18.4—Higher duties;
 - Clause 20—Allowances;
 - Clause 22—Payment of wages;
 - Clause 24—Hours of work, rostering and penalty rates;
 - Clause 25—Breaks;
 - Clause 26—Overtime;
 - Clause 27.4—Annual leave loading;
 - Clause 30.4—Payment for time worked on a public holiday.
- (c) The following obligations apply to employers in relation to the higher classifications set out in clause 18.5(a):
- (i) The ordinary hours of work of employees in those classifications set out in clause 18.5(a) should not exceed the ordinary hours of duty in the particular industry or sector of industry in which the employee is employed. Employers will compensate for:
- time worked regularly in excess of ordinary hours of duty;
 - time worked on public holidays;
 - time spent standing by in readiness for a call back;
 - time spent carrying out duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or
 - time worked on afternoon, night or weekend shifts;
- (ii) either by:
- taking this factor into account in the fixation of annual remuneration;
 - granting special additional remuneration;
 - granting a special allowance or loading; or
 - granting other compensation such as special additional leave.

(d) An employee must be advised in writing upon engagement, or in any other case upon a request being made in writing to the employer, of the method of compensation being used and the normal starting and finishing times in the relevant establishment. The methods of compensation are set out in clause 18.5(c)(ii). The provisions of clauses 18.5(c)(i) and (ii) are to be used as the basis for the calculation of the annual salary. If the employer is compensating the employee by a method identified in clause 18.5(c)(ii), the employer must identify the special additional remuneration, allowance or loading which is being paid.

(e) **Salary review**

An employee's salary will be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the factors in clause 18.5(c)(i).

(f) **Transfers**

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

(g) **Reasonable time in excess of ordinary hours**

(i) Subject to clause 18.5(g)(ii) an employer may require an employee to work a reasonable amount of time in excess of ordinary hours of duty. The method of compensation must be in accordance with clause 18.5(c)(ii).

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

- any risk to the employee's health and safety;
- the employee's personal circumstances including family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the employer of the additional time which is required to be worked and by the employee of their intention to refuse it;
- the employee's compensation; and
- any other relevant matter.

(h) **Payment of wages**

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

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

(i) **Annual leave loading**

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

19. Supported wage system

[Sched C renumbered as Sched D by [PR988402](#)]

See Schedule D

20. Allowances

The allowances in this clause do not apply for all purposes of the award unless specifically stated.

20.1 Motor vehicle allowance

An employee who is required on a casual basis to use their own motor vehicle to carry out the employer's business must be paid a motor vehicle allowance of \$0.74 per kilometre.

20.2 First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body must be paid a weekly allowance of 1.94% of the standard rate if appointed by their employer to perform first aid duties.

20.3 Telephone allowance

- (a) Where an employee does not have a telephone, modem or broadband connection and, at the written request of the employer, the employee is required to have such equipment, the employer must reimburse the cost of purchase, installation and rental.
- (b) Where an employee makes telephone calls in connection with the business on their private telephone at the direction of the employer, the employer must reimburse the cost of such calls. Provided that the employer may request details of all such calls claimed by the employee.

20.4 Meal allowance

- (a) An employee is entitled to a meal allowance of \$10.80 on each occasion that the employee is entitled to a rest break in accordance with this award except in the following circumstances:
 - (i) if the employee was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
 - (ii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals.
- (b) If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to do less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

20.5 Transfers, travelling and working away from usual place of work

(a) Distant work/travelling time payment

- (i) All reasonable out of pocket expenses incurred in connection with the employer's business authorised by the employer and properly paid by the employee must be reimbursed by the employer.
- (ii) Except as elsewhere provided in this award, an employee directed by the employer to travel in the employee's own time to transact company business must be paid travelling time and all expenses incurred while so travelling in accordance with clause 20.5(b). Further, an employee sent by their employer from their usual locality to another and required to remain away from their usual residence will be paid expenses while so absent from their usual locality.
- (iii) An employee is not entitled to be paid for travelling in the employee's accustomed workplace or territory. In circumstances where an employee is required to work away from the accustomed workplace or territory and travels in the employee's own time to reach such place, the employee will be entitled to be paid for the time reasonably spent in travelling to such place in excess of that which would be spent travelling from home to the accustomed workplace or boundary of the accustomed territory.

(b) Payment for travelling

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

(c) Expenses

Expenses for the purposes of clause 20.5(a)(ii) means:

- (i)** all fares reasonably incurred at the following standard;
 - rail:** first class (including the provision of a sleeping berth where available for all night travel);
 - air:** economy class for all journeys.
- (ii)** reasonable expenses incurred while travelling including \$10.80 for each meal taken (except where the cost of the meal is included in the fare); and
- (iii)** reimbursement of the cost incurred for lodging of at least reasonable hotel/motel standard.

(d) Relocation expenses

- (i)** Where an employee is transferred to another location or another State, the cost of removal expenses reasonably incurred will be borne and paid for by the employer, provided that an employee who is transferred at the employee's own request may be required to pay their own expenses.
- (ii)** Where such employee is directed by the employer to another locality for employment which can be reasonably regarded as permanent and involving a change in residence and where the employee is in the process of buying a place of residence in that new location the employee must be provided with suitable accommodation for a period not exceeding six weeks. Provided that in cases where such employees can show to the satisfaction of the employer that the employee has taken all reasonable steps to obtain a place of residence of a similar nature and standard to that which the employee previously enjoyed and without success, then the abovementioned period may be extended to a period not exceeding three months.
- (iii)** Where an employee is not in the process of buying a place of residence, the employer must provide suitable accommodation for a period not exceeding four weeks.
- (iv)** The provisions of clauses 20.5(d)(i) and (ii) will cease to apply immediately the employee assumes a new place of residence or when the purchase has been completed, whichever is sooner.
- (v)** For the purposes of this clause, accommodation will be limited to the provision of suitable housing.

(e) Safe travel allowance

- (i)** When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with transport home, or pay them their current wage for the time reasonably spent in reaching home.

- (ii) The provisions of clause 20.5(e)(i) do not apply if:
- reasonable means of transport are available to the employee; or
 - where the employee was notified no later than the previous day or previous rostered shift that they would be required to work overtime or a shift for which he or she has not been regularly rostered and the employee has made or could have made reasonable transport arrangements.

20.6 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

20.7 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

- (c) This clause ceases to operate on 31 December 2014.

21. Accident pay

21.1 Subject to clause 21.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

21.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

21.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

21.4 This clause ceases to operate on 31 December 2014.

22. Payment of wages

22.1 Period and method of payment

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

22.2 Flexibility in relation to pay periods

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

23. Superannuation

23.1 Superannuation legislation

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

23.2 Employer contributions

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

23.3 Voluntary employee contributions

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

23.4 Superannuation fund

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

- (a) AustralianSuper;
- (b) LUCRF;
- (c) CareSuper;

- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund;
- (e) any superannuation fund which was specified in an award or Notional Agreement Preserving State Awards (NAPSA) that applied to the employee as at 31 December 2009; or
- (f) any complying fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), which the employer was using as a default fund as at 31 December 2009.

23.5 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 23.2 and pay the amount authorised under clauses 23.3(a) or (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—Hours of Work and Related Matters

24. Ordinary hours of work, rostering and penalty rates

24.1 The ordinary hours of work are to be an average of 38 per week.

24.2 Except as provided for in clause 24.8(a)(ii), an employee must not be required to work more than 10 ordinary hours per day.

24.3 Except as provided for in clause 24.8(a)(iii) the ordinary hours of an employee must not exceed 152 hours in 28 consecutive days.

24.4 Method of arranging ordinary hours

The method of arranging ordinary hours may be:

- (a) by employees working a constant number of ordinary hours each day; or
- (b) by fixing one day a week on which employees work a lesser number of hours; or
- (c) by fixing one or more days on which all employees will be off during a particular work cycle; or

- (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one or more days off during that cycle.

24.5 Alteration to hours of work

- (a) Subject to the employer's right to fix the daily hours for day work within the spread of hours referred to in clause 24.6 and the right to require employees to work shifts on existing rosters, ordinary hours once determined may be altered:
 - (i) by the employer giving one week's notice of the requirement to change the arrangement of hours or the shift roster;
 - (ii) by the employer giving 48 hours' notice to the employee in the case of an emergency;
 - (iii) by mutual agreement between the employees concerned and their employer; or
 - (iv) at the discretion of the employer, employees may be permitted to exchange shifts or days off to perform duty for another employee. In such circumstances the employer is not required to make any additional payment.
- (b) Provided where an employee receives notice under clause 24.5(a)(i) or (ii) and significant concerns are raised about the alteration of their hours of work due to their personal or family circumstances, the employer will consult with the employee about such concerns.

24.6 Spread of ordinary hours of work

- (a) Subject to clause 24.6(b), except as provided for in clause 24.8(a)(i), the ordinary hours of work for day work must be worked between the following spread of hours:
 - (i) Monday to Friday—7.00 am to 7.00 pm;
 - (ii) Saturday—midnight on Friday and midnight on Saturday.
- (b) Employees may be required to work ordinary hours outside the spread of hours in clause 24.6(a)(i) or (ii) subject to payment of the penalty rates in clause 24.7(a).
- (c) Any work performed by an employee prior to the spread of hours which is continuous with ordinary hours is to be regarded as part of the 38 ordinary hours of work.

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

- (a) Except as provided for in clauses 24.8(a)(i) and 24.10(a) employees are entitled to the following penalty rates for ordinary time worked:
 - (i) **Monday to Friday outside the spread of ordinary hours**
time and one quarter for each ordinary hour worked outside of the spread of hours in clause 24.6(a)(i);

(ii) Saturday

time and one quarter for each ordinary hour worked between midnight Friday and midnight on Saturday;

(iii) Sunday outside the spread of ordinary hours

time and three quarters for each ordinary hour worked between midnight on Saturday and 7.00 am on Sunday and between 7.00 pm on Sunday and midnight on Sunday;

(iv) Sunday between the spread of ordinary hours

time and one half for each ordinary hour worked between 7.00 am and 7.00 pm on Sunday.

- (b)** The penalty rates in clause 24.7(a) are not payable for periods of overtime or for time worked on public holidays.
- (c)** The penalty rates in clause 24.7(a) do not apply when the shift penalties apply in accordance with clause 24.10(a). The penalty rates in clause 24.7(a)(ii), (iii) and (iv) apply in substitution for and are not cumulative upon the afternoon and night shift loadings prescribed in clause 24.10.

24.8 Flexibility in relation to working hours

- (a)** The following forms of flexibility may be implemented in respect of all employees in a workplace or section(s) thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between the employer and an individual employee:
 - (i)** the spread of hours in clauses 24.6(a)(i) and (ii) may be altered by up to one hour at one or both ends of the daily spread;
 - (ii)** in excess of 10 hours and up to 12 hours of ordinary time may be worked per day or shift. The implementation of 12 hour days or shifts is subject to the provisions of clause 24.13;
 - (iii)** a roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (b)** Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of individual agreement.
- (c)** Where an agreement is reached in accordance with this clause, the agreement must be recorded in the time and wages records.

24.9 Flexibility in relation to Sunday work

- (a)** By agreement between an individual employee and the employer, the days on which ordinary hours are worked may include Sunday between 7.00 am and 7.00 pm, subject to the penalty in clause 24.7.

- (b) Where an agreement is reached in accordance with clause 24.9(a), the agreement must be recorded in the time and wages records.
- (c) The provisions of clause 24.9(a) and (b) are not applicable to employees who work day work as part of a rotating roster which incorporates a cycle of day work, afternoon shifts and/or night shifts. In such circumstances, the ordinary hours of work will be worked at the discretion of the employer on any days of the week, Monday to Sunday, subject to clause 24.5 and the penalties in clause 24.7.

24.10 Provisions applicable only to afternoon or night shifts

- (a) The shift loadings in this clause apply only to time worked on afternoon or night shift by employees who are designated by the employer as shiftworkers, in respect of the relevant roster period or shift.
- (b) The ordinary hours of work for afternoon and night shiftworkers will be worked at the discretion of the employer on any days of the week, Monday to Sunday, subject to clause 24.5 and the applicable penalty in clauses 24.7(a), 24.10(d) and (e).
- (c) For the purposes of this award:
 - (i) subject to clause 24.10(a), **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight; and
 - (ii) **night shift** means any shift finishing after midnight and at or before 9.00 am.
- (d) Subject to clause 24.10(a):
 - (i) employees on an afternoon shift are entitled to a penalty of 15%; and
 - (ii) except as provided for in clause 24.10(e), employees on a night shift are entitled to a penalty of 15%.
- (e) Subject to clause 24.10(a), an employee who:
 - (i) during a period of engagement on shiftwork, works night shift only;
 - (ii) remains on night shift for a longer period than four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the employee at least one third of the working time off night shift in each shift cycle;

is entitled to a loading of 30% for time worked on such night shift. This loading is in substitution for and not cumulative upon the night shift loading prescribed in clause 24.10(d)(ii).

24.11 Daylight saving

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

24.12 Make-up time

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

24.13 Twelve hour days or shifts

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

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

25. Breaks

25.1 Except as provided for in clauses 24.12 and 25.2, where practicable, an employee must not be required to work for more than five hours without a break for a meal which for day workers, afternoon shiftworkers and night shiftworkers will be unpaid and for a period of not less than 30 minutes and not more than 60 minutes.

25.2 Flexibility in relation to meal breaks

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

25.3 An employee directed by the employer to work in excess of five hours without a meal (or such period as extended in accordance with clause 25.2(a)) must be paid at the rate of time and one half for the meal period and the employee must be permitted to have the employee's usual meal period without deduction from the employee's wage as soon as possible after the prescribed meal period.

25.4 This clause will not operate outside an employee's ordinary working hours. Rest breaks during overtime are prescribed in clause 26—Overtime.

26. Overtime

26.1 Payment for working overtime

(a) Except as provided for in clause 12.5, for all work done in excess of the daily or weekly permissible number of ordinary hours an employee must be paid at the following rates:

- (i) overtime on Monday to Saturday—time and a half for the first three hours and double time thereafter; and
- (ii) overtime on Sunday—double time.

Where hours are averaged over a four week period the maximum number of ordinary hours before overtime rates apply is to be calculated on a four weekly rather than weekly basis.

(b) Provided that employees who are late starting or are absent for part of their ordinary hours on unpaid leave must complete their ordinary hours for that day prior to the entitlement to overtime.

26.2 Minimum payment

(a) An employee required to work overtime on a Saturday or Sunday must be paid for a minimum of three hours at the appropriate rate except where such overtime is worked prior to or at the conclusion of ordinary hours of work.

(b) In such circumstances, the employee will receive payment at the rate prescribed in clause 26.1 for the actual time worked.

26.3 Rest break during overtime

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

26.4 Rest period after overtime

(a) When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee (other than a casual employee), who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If on the instructions of the employer an employee resumes or continues work without having had such ten consecutive hours off duty, the employee must be

paid at the rate of time and a half for the first three hours and double time thereafter until released from duty for such period and is then entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay.

- (d) The provisions of this clause will not apply to call-backs or in circumstances where an employee provides service or support over the telephone or via remote access arrangements where the time worked is less than three hours during the call-back or each call-back. Provided that where the total number of hours worked on more than one call-back is four hours or more then the provisions of clauses 26.4(b) and (c) will apply.

26.5 Time off instead of payment for overtime

- (a) An employee may choose with the consent of the employer to take time off instead of payment for overtime at a time or times agreed by the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If the employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If requested by an employee, an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

26.6 Call-back

- (a) An employee called back to work overtime after leaving work must be paid a minimum of three hours at the appropriate overtime rate for each time called back, except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.
- (b) Provided that, the employee will not be required to work the full three hours if the job/s called back to perform is/are completed within a shorter period.
- (c) Notwithstanding the above, where an employee has completed the call-back and left work and is recalled within the three hour minimum period for that call-back, the balance of the three hours minimum period for that call-back will be cancelled and the employee will only be paid up to the commencement of the next call-back. The employee will then be entitled to be paid for a minimum of three hours for the next call-back.
- (d) The provisions of this clause will not apply in circumstances where an employee provides service or support over the telephone or via remote access arrangements.
- (e) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 26.4 where the time worked is less than three hours during the call-back or each call-back. Provided that where the total number of hours worked on more than one call-back is four hours or more, then the provisions of clause 26.4(b) and (c) will apply.

26.7 Remote service/support

- (a) An employee required to work overtime providing service or support over the telephone or via remote access arrangements must be paid for each occasion that such work is carried out:
 - (i) for a minimum of half an hour at the appropriate overtime rate where such work commences between 5.00 am and up to 10.00 pm;
 - (ii) for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 pm and up to midnight; or
 - (iii) for a minimum of one and a half hours at the appropriate overtime rate where such work commences after midnight and before 5.00 am;except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.
- (b) Provided that, the employee will not be required to work the full half an hour or one hour or one and a half hours if the work which the employer requires to be performed is completed within a shorter period.
- (c) Notwithstanding the above, where an employee has completed the job and finished work and is required to perform further work within the half hour, one hour or one and a half hours, the balance of the minimum period for that job will be cancelled and the employee will only be paid up to the commencement of the next work period. The employee will then be entitled to be paid for a minimum of half hour, one hour or one and a half hours as the case may be for the next work period.
- (d) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 26.4 where the time worked is less than three hours during the work period or each work period. Provided that where the total number of hours worked on more than work period is four hours or more then the provisions of clauses 26.4(b) and (c) will apply.
- (e) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 26.6.

26.8 Stand-by

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

26.9 Rates not cumulative

The rates prescribed in this clause are in substitution for and not cumulative upon the loadings prescribed in clauses 24—Ordinary hours of work, rostering and penalty rates and clause 30—Public holidays.

Part 6—Leave and Public Holidays

27. Annual leave

27.1 Annual leave is provided for in the NES.

27.2 Conversion to hourly entitlement

An employer may convert the entitlements in s.32 of the NES to an hourly entitlement for administrative ease (e.g. 152 hours rather than four weeks for an employee working a 38 hour week).

27.3 Payment for period of annual leave

Instead of the base rate of pay as referred to in s.35(1) of the NES an employee under this award, prior to commencing a period of annual leave or close-down, will be paid a sum equal to the salary or wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave.

27.4 Annual leave loading

- (a) In addition to the payments specified in clause 27.3, employees must be paid an annual leave loading of 17.5%.
- (b) Provided that where an employee would have received loadings, in accordance with clause 24—Ordinary hours of work, rostering and penalty rates, had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the employee will be paid such greater amount instead of the 17.5% loading.
- (c) The annual leave loading is only payable on annual leave due. It is not payable on pro rata annual leave on termination.

27.5 Excessive leave

Notwithstanding s.33 of the NES, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

27.6 Paid leave in advance of accrued entitlement

- (a) By agreement between the employer and the employee, annual leave may be taken in advance of the due date.
- (b) Where an employee granted annual leave in advance leaves or is discharged by the employer, the employer will have the right to recover from any monies due

to the employee, a sum equal to the annual leave granted in advance less any amounts subsequently accrued.

27.7 Annual close-down

Notwithstanding s.33 of the NES, an employer may close down an establishment or section or sections, for the purpose of allowing annual leave to all or the majority of the employees concerned, provided that:

- (a) the employer gives at least one month's notice to the affected employees. The notice must advise employees of the commencement date and duration of the close-down;
- (b) an employer may close down for one or two periods;
- (c) an employer and the majority of employees concerned may agree to close down for more than two periods;
- (d) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 27.3 and 27.4; and
- (e) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down.

28. Personal/carer's leave and compassionate leave

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

29. Community service leave

Community service leave is provided for in the NES.

30. Public holidays

30.1 Public holidays are provided for in the NES.

30.2 Public holidays which fall on a weekend

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

30.3 Substitution of certain public holidays by agreement at the enterprise

- (a) By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise. Such agreement must be recorded in the time and wages records.

30.4 Payment for time worked on a public holiday

- (a) Except as provided for in clause 30.4(b), an employee who is required to work on a public holiday must be paid at the following rates for a minimum of three hours:
 - day work—double time and a half;
 - afternoon and night shifts—double time.

This rate is in substitution for and not cumulative upon the allowances set out in clause 24—Ordinary hours of work, rostering and penalty rates or the overtime rates in clause 26—Overtime.

- (b) The payment required under clause 30.4(a) will only apply to time which is worked on the actual public holiday day; i.e. midnight to midnight.

30.5 Absence on working day before or after a public holiday

An employee absent on the working day before or the working day after a public holiday without reasonable excuse (proof of which will be on the employee), or without the consent of the employer, will not be entitled to payment for such holiday.

30.6 Leave of absence

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

Schedule A—Transitional Provisions

[Sched A inserted by [PR988402](#)]

A.1 General

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

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

A.2 Minimum wages – existing minimum wage lower

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

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

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

A.2.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

1 July 2010	80%
1 July 2011	60%

First full pay period on or after

1 July 2012	40%
1 July 2013	20%

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

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

A.3 Minimum wages – existing minimum wage higher

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

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

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

A.3.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.4 Loadings and penalty rates

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

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

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

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

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

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

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

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

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

First full pay period on or after

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

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

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

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

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

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

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

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

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

First full pay period on or after

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

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

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

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

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

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

First full pay period on or after

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

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

Schedule B—Classification Structure and Definitions

[Sched A renumbered as Sched B by [PR988402](#)]

B.1 Classification table

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

B.2 Classification definitions

B.2.1 Customer contact stream—classifications

(a) Customer Contact Trainee

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

(b) Customer Contact Officer Level 1

(i) Role definition

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

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

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

(ii) Indicative tasks

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

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

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

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

(iv) Qualifications

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

(c) Customer Contact Officer Level 2

(i) Role definition

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

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

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

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

(iii) Indicative tasks

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

- follow occupational health and safety policy and procedures;
- communicate in a customer contact centre;
- work in a customer contact centre environment;
- respond to inbound customer contact;
- conduct outbound customer contact;
- use basic computer technology;

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- use an enterprise information system; and
- provide quality customer service.

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

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

(v) **Qualifications**

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

(d) **Principal Customer Contact Specialist**

(i) **Role definition**

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

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

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- (ii) The employee works with a high degree of autonomy with authority to take decisions in relation to specific customer contact matters and provides leadership as a coach, mentor or senior staff member.
- (iii) An employee at this level performs a number of functions within a customer contact operation requiring a diversity of competencies including:
 - providing services to customers involving a high level of product or service knowledge, often autonomously acquired;
 - using multiple technologies such as telephony, internet services and face-to-face contact; and
 - taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

(e) Customer Contact Team Leader

(i) Role definition

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

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

(iv) Indicative tasks

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

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

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

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

(vi) Qualifications

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

(f) Principal Customer Contact Leader

(i) Role definition

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

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

(ii) Indicative tasks

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

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

(iii) Qualifications

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

(g) Interpretation

- (i) The indicative tasks set out in A.2.1 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed customer contact competency standards in the Telecommunications Training Package (ICT2002). The indicative tasks for Principal Customer Contact Leader are aligned to the units of competency in Business Services Training

Australia's endorsed competency standards in the Business Services Training Package (BSB2001).

- (ii) In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

B.2.2 Clerical and administration stream—classifications

(a) Clerical and Administration Officer Level 1

(i) Role definition

An employee at this level will:

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

(ii) Indicative tasks

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

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

(iii) Qualifications

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

(b) Clerical and Administration Officer Level 2

(i) Role definition

An employee at this level will:

- work under routine supervision with intermittent checking;
- apply knowledge and skills to a range of tasks; and

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- usually perform work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

(ii) Indicative tasks

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

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

(iii) Qualifications

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

(c) Clerical and Administration Officer Level 3

(i) Role definition

An employee at this level:

- works under limited supervision with checking related to overall progress;
- may be responsible for the work of others and may be required to co-ordinate such work;
- applies knowledge with depth in some areas and a broad range of skills; and

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- performs work within routines, methods and procedures where some discretion and judgment is required.

(ii) **Indicative tasks**

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

- exercise initiative in a business environment;
- organise personal work priorities and development;
- contribute to effective workplace relationships;
- contribute to personal skill development and learning;
- organise workplace information;
- produce business documents;
- maintain business resources;
- maintain financial records;
- recommend products and services;
- deliver and monitor a service to customers;
- maintain workplace safety;
- support innovation and change;
- maintain environmental procedures;
- produce texts from shorthand notes;
- produce texts from notes;
- produce texts from audio transcription;
- design and develop text documents;
- create and use databases;
- create electronic presentations;
- organise schedules;
- process payroll;
- process accounts payable and receivable;
- maintain a general ledger;
- support leadership in the workplace;
- participate in work teams;
- support operational plans;

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- provide workplace information and resourcing plans;
- support continuous improvement systems and processes;
- deliver and monitor a service to customers; and
- support a workplace learning environment.

(iii) Qualifications

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

(d) Clerical and Administration Officer Level 4

(i) Role definition

An employee at this level:

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

(ii) Indicative tasks

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

- develop work priorities;
- establish business networks;
- develop teams and individuals;
- analyse and present research information;
- maintain business technology;
- co-ordinate business resources;
- report on financial activity;
- promote products and services;
- co-ordinate implementation of customer service strategies;
- monitor a safe workplace;
- promote innovation and change;

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- implement and monitor environmental policies;
- show leadership in the workplace;
- manage effective workplace relationships;
- lead work teams;
- implement operational plan;
- implement workplace information system;
- implement continuous improvement;
- produce complex texts from shorthand notes;
- produce complex business documents;
- develop and use complex databases;
- develop and use complex spreadsheets;
- organise meetings;
- organise business travel;
- administer projects; and
- prepare financial reports.

(iii) Qualifications

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

(e) Clerical and Administration Officer Level 5

(i) Role definition

An employee at this level:

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

(ii) Indicative tasks

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

- manage personal work priorities and professional development;

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

(iii) Qualifications

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

(f) Interpretation

The indicative tasks set out in A.2.1 are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB2001). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

(g) Contract Call Centre Industry Technical Associate

(i) Role definition

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

An employee in this role is involved in:

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

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

(ii) Indicative tasks

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

- undertake qualification testing of new or enhanced equipment and systems;
- undertake system administration;
- undertake network traffic management;
- undertake network performance analysis;
- create code for applicants; and
- prepare a detailed design for a communication network.

(iii) Qualifications

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

(h) Interpretation

The indicative tasks set out in A.2.2 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed competency standards in the Telecommunications Training Package (ICT2002). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

Schedule C—National Training Wage

[Sched B renumbered as Sched C by [PR988402](#)]

Schedule D—Supported Wage System

[Sched C renumbered as Sched D by [PR988402](#)]

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

D.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations 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
70	70
80	80
90	90

D.4.2 Provided that the minimum amount payable must be not less than \$69 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 Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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 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 Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the 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 supported wage system.

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 four weeks) may be needed.

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

D.10.3 The minimum amount payable to the employee during the trial period must be no less than \$69 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.