

State Government Agencies Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 29 July 2017 ([PR583079](#)).

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

24—Annual leave

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/246](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/15](#); [AM2016/17](#); [AM2016/8](#)

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[Varied by [PR532630](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR583079](#), [PR584155](#)]

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Part 1—Application and Operation

1. Title

[1 substituted by [PR570016](#) ppc 01Aug15]

This award is the *State Government Agencies Award 2010*.

2. Commencement and transitional

[Varied by [PR542241](#)]

2.1 This award commences on 1 January 2010.

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

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

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

[2.4 varied by [PR542241](#) ppc 04Dec13]

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

[2.5 varied by [PR542241](#) ppc 04Dec13]

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

[2.6 varied by [PR542241](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

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

3. Definitions and interpretation

[Varied by [PR997772](#), [PR503633](#), [PR542241](#), [PR546128](#)]

3.1 In this award, unless the contrary intention appears:

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

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

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

[Definition of **default fund employee** inserted by [PR546128](#) ppc 01Jan14]

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

[Definition of **defined benefit member** inserted by [PR546128](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503633](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503633](#) ppc 01Jan11]

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

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

employee means national system employee within the meaning of the Act

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

employer means national system employer within the meaning of the Act

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

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[Definition of **exempt public sector superannuation scheme** inserted by [PR546128](#) ppc 01Jan14]

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

[Definition of **FWA** deleted by [PR542241](#) ppc 04Dec13]

[Definition of **MySuper product** inserted by [PR546128](#) ppc 01Jan14]

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

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

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

standard rate means the minimum annual rate for an Administrative Officer Grade 2 Work Value Level A in clause 14—Minimum wages

state public service bodies means State Government departments and administrative offices

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

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

4. Coverage

[Varied by [PR570016](#)]

4.1 This award covers State public sector employers, other than State public service bodies, that are incorporated bodies established for a public purpose by or under a law of a State, by the Governor of a State or by a Minister of the State or a body corporate in which the State has an equal or controlling interest, and their employees in the classifications listed in clause 14—Minimum wages, to the exclusion of any other modern award.

[4.2 varied by [PR570016](#) ppc 01Aug15]

4.2 The award does not apply to employers covered by the following awards:

- (a) *Aged Care Award 2010*;
- (b) *Ambulance and Patient Transport Industry Award 2010*;
- (c) *Building and Construction General On-site Award 2010*
- (d) *Children's Services Award 2010*;

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- (e) *Coal Export Terminals Award 2010;*
- (f) *Educational Services (Post-Secondary Education) Award 2010;*
- (g) *Educational Services (Schools) General Staff Award 2010;*
- (h) *Educational Services (Teachers) Award 2010;*
- (i) *Electrical Power Industry Award 2010;*
- (j) *Fire Fighting Industry Award 2010;*
- (k) *Fitness Industry Award 2010;*
- (l) *Health Professionals and Support Services Award 2010;*
- (m) *Higher Education Industry—Academic Staff—Award 2010;*
- (n) *Higher Education Industry—General Staff—Award 2010;*
- (o) *Joinery and Building Trades Award 2010*
- (p) *Labour Market Assistance Industry Award 2010;*
- (q) *Local Government Industry Award 2010;*
- (r) *Manufacturing and Associated Industries and Occupations Award 2010;*
- (s) *Marine Towage Award 2010;*
- (t) *Medical Practitioners Award 2010;*
- (u) *Nurses Award 2010;*
- (v) *Port Authorities Award 2010;*
- (w) *Ports, Harbours and Enclosed Water Vessels Award 2010;*
- (x) *Rail Industry Award 2010;*
- (y) *Social, Community, Home Care and Disability Services Industry Award 2010;*
- (z) *Stevedoring Industry Award 2010;*
- (aa) *Supported Employment Services Award 2010;* and
- (bb) *Water Industry Award 2010.*

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

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

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- 4.5** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.6** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.7** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.8** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

[Varied by [PR542241](#)]

- 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;

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- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542241](#) ppc 04Dec13]

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

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

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

[7.3(b) varied by [PR542241](#) ppc 04Dec13]

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

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

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

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

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

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

7.8 The agreement may be terminated:

[7.8(a) varied by [PR542241](#) ppc 04Dec13]

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

[Note inserted by [PR542241](#) ppc 04Dec13]

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

[New 7.9 inserted by [PR542241](#) ppc 04Dec13]

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542241](#) ppc 04Dec13]

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

Part 2—Consultation and Dispute Resolution

8. Consultation

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

8.1 Consultation regarding major workplace change

- (a) **Employer to notify**
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations;

and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

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

8.2 Consultation about changes to rosters or hours of work

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

- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. Dispute resolution

[Varied by [PR542241](#)]

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

[9.2 varied by [PR542241](#) ppc 04Dec13]

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

[9.3 varied by [PR542241](#) ppc 04Dec13]

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

[9.4 varied by [PR542241](#) ppc 04Dec13]

- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.7 Dispute resolution training leave

To assist in the resolution of disputes at a workplace, an employee appointed to represent the employees will be granted leave to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution. The grant of leave will be subject to the operating requirements of the agency. The specific training course will be agreed between the employer and the individual employee. An employee granted leave of absence under this subclause will not suffer any loss of pay.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Basis of employment

- (a) Employees under this award will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part-time; or
 - (iii) casual.
- (b) Employees may be engaged on a probationary basis.

10.2 Notice of engagement

At the time of engagement the employer will advise the employee in writing of the conditions of engagement, including:

- (a) the basis of employment;
- (b) whether a probationary period applies and, if so, the duration of the probationary period;
- (c) if engaged as a fixed term employee, the specific term of the engagement; and
- (d) the instruments governing the employee's terms and conditions of employment.

10.3 Full-time employment

A full-time employee is one who is engaged for 38 hours per week.

10.4 Part-time employment

- (a) Provisions relating to salary, leave and all other entitlements contained within this award, will apply to part-time employees on a pro rata basis.
- (b) Payment for part-time employment must be for not less than three consecutive hours in any day worked except:
 - (i) where the employee works from home by agreement with the employer; or
 - (ii) in exceptional circumstances.
- (c) Part-time employment must be worked only by agreement between the employee and the employer, where that agreement includes:

- (i) an agreed roster specifying the days in each fortnight on which the employee will work, the hours of those days upon which the employee will work, and the number of hours the employee will work on each day worked; and
 - (ii) agreed processes for the variation of hours of work.
- (d) Such agreed rostered hours will be considered the employee's ordinary hours.

10.5 Casual employment

- (a) Employees engaged on a casual basis will receive a loading of 25% as compensation for all paid leave other than long service leave, public holidays not worked and to compensate for the nature of casual work.
- (b) Payment for work performed by a casual employee will be for not less than three consecutive hours in any day worked except:
 - (i) where the employee works from home by agreement with the employer; or
 - (ii) in exceptional circumstances.
- (c) Except as expressly provided for, all other provisions of this award apply to casual employees.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 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.

11.3 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.

12. Redundancy

[Varied by [PR503633](#), [PR561478](#)]

12.1 Redundancy pay is provided for in the NES.

12.2 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.

12.3 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.

12.4 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 11.3

12.5 Transitional provisions – NAPSA employees

[12.5 renamed by [PR503633](#); deleted by [PR561478](#) ppc 05Mar15]

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503633](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

13. Classifications

[Varied by [PR570016](#)]

[13.1 substituted by [PR570016](#) ppc 01Aug15]

13.1 Classifications under this award are:

- (a) Administrative Stream
- (b) Technical Stream
- (c) Professional Stream
- (d) General/Field work stream

[New 13.2 inserted by [PR570016](#) ppc 01Aug15]

13.2 A description of the classifications under this award are set out at Schedule B—Position Statements.

[13.2 renumbered as 13.3 by [PR570016](#) ppc 01Aug15]

13.3 Notwithstanding the provisions of this clause, the employer may determine that an employee may commence employment at any level in a grade if suitably qualified and/or experienced.

[13.3 renumbered as 13.4 by [PR570016](#) ppc 01Aug15]

13.4 Salaries must be paid according to the rates in clause 14—Minimum wages or reclassifications of positions will be conducted in accordance with agreed objective criteria as outlined in this clause.

13.5 Classification method

[13.4 renumbered as 13.5 by [PR570016](#) ppc 01Aug15]

Classification decisions must be based upon a documented position description and classifications will be determined using whole of job evaluation, i.e. by comparison of the position description for the position in question with the position standards as defined in Schedule B—Position Statements.

13.6 Progression within a classification salary range

[13.5 renumbered as 13.6 by [PR570016](#) ppc 01Aug15]

An employee may be eligible for progression to a higher salary level within the salary range for their current classification on the following basis:

- (a) progressing from one step to the next within each level is not automatic and is dependent on demonstrated acquisition and utilisation of new and enhanced skills; and

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- (b) provided that an employee will be eligible to progress to the next step after 12 months' satisfactory occupancy of the current step on basis of acquiring and utilising skills.

13.7 Progression between classification salary ranges

[13.6 renumbered as 13.7 by [PR570016](#) ppc 01Aug15]

Advancement to a higher work level must be based on promotion and the availability of a suitable vacancy.

13.8 Staff appraisal

[13.7 renumbered as 13.8 by [PR570016](#) ppc 01Aug15]

Annual assessment of employees must be on the basis of an agreed employee appraisal system.

13.9 Job specification

[13.8 renumbered as 13.9 by [PR570016](#) ppc 01Aug15]

The employer must provide all employees with a job specification for the position held, which will contain all information relevant to the duties and responsibilities of the position.

14. Minimum wages

[14 varied by [PR998021](#), [PR509152](#), [PR522983](#), [PR536786](#), [PR551709](#), [PR566801](#), [PR570016](#), [PR579916](#), [PR592224](#), [PR593891](#)]

[Table numbered as 14.1 by [PR570016](#) ppc 01Aug15; varied by [PR579916](#), [PR592224](#) ppc 01Jul17]

Classification	Work Value Level	Minimum annual rate \$
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Administrative Stream

Administrative Officer

Grade 1	A	37,890
Grade 1	B	38,871
Grade 1	C	39,853
Grade 1	D	40,838
Grade 2	A	42,213
Grade 2	B	43,019
Grade 2	C	43,817
Grade 2	D	44,632
Grade 3	A	46,417

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Classification	Work Value Level	Minimum annual rate \$
Grade 3	B	47,285
Grade 3	C	48,152
Grade 3	D	48,686
Grade 4	A	50,355
Grade 4	B	51,224
Grade 4	C	52,074
Grade 5	A	54,062
Grade 5	B	54,810
Grade 5	C	55,684
Grade 6	A	57,927
Grade 6	B	59,029
Grade 6	C	60,142
Grade 7	A	62,893
Grade 7	B	63,981
Grade 7	C	65,082
Grade 8	A	69,688
Grade 8	B	71,604
Grade 8	C	73,517
Technical Stream		
Technical Assistant (TA)		
TA 1	A	39,358
TA 1	B	40,062
TA 1	C	40,742
TA 1	D	40,954
Technical Officer (TO)		
TO 1	A	42,771
TO 1	B	43,507
TO 1	C	44,121
TO 1	D	45,000
TO 1	E	45,241
TO 1	F	45,987
TO 1	G	46,765

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Classification	Work Value Level	Minimum annual rate \$
TO 1	H	47,427
TO 1	I	47,953
TO 2	A	48,297
TO 2	B	49,243
TO 2	C	49,617
TO 3	A	50,483
TO 3	B	51,201
TO 3	C	52,352
TO 4	A	53,247
TO 4	B	53,882
TO 4	C	55,040
TO 5	A	55,994
TO 5	B	57,040
TO 6	A	58,152
TO 6	B	59,260
TO 7	A	60,575
TO 7	B	61,684
Professional Stream		
Information Technology Officer (ITO)		
ITO 1	A	45,087
ITO 1	B	46,332
ITO 1	C	47,595
ITO 1	D	48,559
ITO 1	E	49,500
ITO 1	F	50,786
ITO 1	G	52,662
ITO 2	A	54,062
ITO 2	B	55,310
ITO 2	C	56,683
ITO 2	D	57,927
ITO 3	A	60,686

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Classification	Work Value Level	Minimum annual rate \$
ITO 3	B	62,331
ITO 3	C	63,981
ITO 4	A	67,576
ITO 4	B	69,688
ITO 5	A	73,517
Legal Officer (LO)		
LO 1	A	45,644
LO 1	B	47,215
LO 1	C	48,538
LO 1	D	49,835
LO 1	E	51,477
LO 1	F	53,114
LO 1	G	54,632
LO 1	H	56,271
LO 1	I	57,784
LO 2	A	60,623
LO 2	B	61,450
LO 2	C	62,281
LO 2	D	63,111
LO 3	A	66,880
LO 3	B	67,845
LO 3	C	68,809
LO 4	A	72,945
LO 4	B	74,518
LO 5	A	77,364
Engineer/Scientist (ES)		
ES 1	A	42,736
ES 1	B	43,365
ES 1	C	44,996
ES 1	D	46,098
ES 1	E	47,919
ES 1	F	49,779

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Classification	Work Value Level	Minimum annual rate \$
ES 1	G	50,895
ES 2	A	52,597
ES 2	B	53,818
ES 2	C	54,810
ES 2	D	55,804
ES 3	A	57,609
ES 3	B	59,029
ES 3	C	59,998
ES 3	D	61,875
ES 4	A	63,984
ES 4	B	65,082
ES 4	C	66,880
ES 5	A	70,090
ES 5	B	71,867
ES 5	C	73,639

14.1 General/Field work stream

[New 14.2 inserted by [PR570016](#) ppc 01Aug15; varied by [PR579916](#), [PR592224](#) ppc 01Jul17]

Minimum rates of pay for the General stream are as follows:

NAME	Work Value Level	Minimum Weekly Rate \$	Minimum Hourly Rate \$	Minimum Casual Hourly Rate \$
FW 1	1	770.10	20.27	25.34
FW 2	2	786.10	20.69	25.86
FW 3	3	809.10	21.29	26.61

14.2 Supported wage system

[14.1 renumbered as 14.3 by [PR570016](#) ppc 01Aug15]

See Schedule C

14.3 National training wage

[14.2 renumbered as 14.4 by [PR570016](#) ppc 01Aug15; substituted by [PR593891](#) ppc 01Jul17]

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

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- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *State Government Agencies Award 2010* and not the *Miscellaneous Award 2010*.

15. Allowances

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

[Varied by [PR998160](#), [PR509273](#), [PR523103](#), [PR536906](#), [PR551829](#), [PR566930](#), [PR579628](#), [PR592374](#)]

15.1 First aid allowance

- (a) The employer may nominate an employee as a first aid officer for a given workplace.
- (b) Where an employee so nominated holds a first aid certificate issued by the St John Ambulance Association or a qualification deemed equivalent the employer may authorise the payment to such an employee of an allowance of 1.41% of the [standard rate](#) per annum.

15.2 Equipment allowance

Where an employee is required to provide necessary instruments, equipment, tools, stationery and furniture for carrying out their work, the employer must reimburse the employee for any expenses incurred. This clause does not apply if the employer provides such instruments, equipment, tools, stationery and furniture.

15.3 Overtime meal allowance

[15.3(a) varied by [PR998160](#), [PR509273](#), [PR523103](#), [PR536906](#), [PR551829](#), [PR566930](#), [PR579628](#), [PR592374](#) ppc 01Jul17]

- (a) An employee who is required to work a period of overtime which:
- (i) immediately follows or immediately precedes a scheduled period of ordinary duty and is not less than two hours; or
 - (ii) does not immediately follow or immediately precede a scheduled period of ordinary duty; and
 - (iii) either:
 - includes a meal break of not less than 20 minutes taken prior to the completion and not less than four hours after the commencement of the overtime; or
 - where the taking of a meal break is precluded by reason of safety requirements, is not less than four hours,

will be eligible to receive the meal allowance of \$17.23.

- (b) An employee eligible for a meal allowance provided for under clause 15.3(a) who purchases a meal of two or more courses at a canteen, cafeteria, mess room or dining room conducted by the employer which is less than the allowance, must be reimbursed the actual cost of such a meal instead of the allowance.

15.4 Excess travelling time

- (a) An employee who is directed to work temporarily at a location other than their normal place of employment may, subject to the following provisions, be granted time off during normal hours of duty in respect of any period of excess travelling time so incurred, or must be reimbursed at the ordinary rate of pay (calculated to the nearest quarter hour) for time reasonably spent in travelling to and from the place of residence and the designated place of work outside normal working hours (in excess of the time normally spent in travelling from the place of residence to the usual place of work and return).
- (b) Provided that a journey involving excess travelling time of less than 30 minutes daily must not be taken into account and it will be granted only to employees whose salary does not exceed that prescribed for the highest subdivision of Administrative Officer Grade 6.

15.5 Travel, accommodation and other incidental expenses

Where the employer requires an employee in the course of duties to be absent overnight or for part of the day, the employee must be reimbursed for reasonable travelling, accommodation and other incidental expenses. This provision does not apply if the expenses are paid for by the employer.

15.6 Use of private motor vehicle

[15.6(a) varied by [PR523103](#), [PR536906](#), [PR551829](#) ppc 01Jul14]

- (a) An employee who by agreement with the employer uses their own private motor vehicle in the course of their duties must be paid an allowance of \$0.78 per km so travelled.
- (b) An allowance will not be payable in respect of travelling in excess of 16,000 km in any financial year unless the prior approval of the employer has been obtained for such travelling.

15.7 Adjustment of expense related allowances

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

16. District allowances

[16 deleted by [PR561478](#) ppc 05Mar15]

17. Accident pay

[Varied by [PR503633](#); 17 deleted by [PR561478](#) ppc 05Mar15]

18. Higher duties

18.1 Where an employee is required to perform, for at least five consecutive working days, all or part of the duties of a position for which a higher rate of a salary is fixed by the award, such employee must be granted from the date of assignment an allowance calculated in the following manner:

- (a) where the employee performs the full duties of the higher position such allowance as will increase the employees rate of pay to the minimum rate of pay for that higher position for the period they are so employed; or
- (b) where the employee performs a portion of the duties of the higher position such allowance, if required, as will increase the rate of pay of the employee to the maximum salary rate applicable to their classification plus an allowance calculated in accordance with the following table:

Proportion of duties performed in higher office of position	Rate of allowance
At least 25% but less than 50%	25% of the difference between the maximum salary rate applicable to the assignee's classification and the rate of total wage payable had the assignee been promoted to the higher office or position
At least 50% but less than 75%	50% of such difference
At least 75% but less than 100%	75% of such difference

18.2 In the event of an employee being promoted whilst performing higher duties, the date from which increments within the next position will apply will be the date such employee commenced the period of higher duties, whether or not such promotion is to the position in which higher duties were being performed or a position at an equivalent classification to such higher position.

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18.3 When the number of consecutive working days in terms of clause 18.1, is five or more, any public holiday(s) or authorised absence within the period or immediately following such period of higher duties will be included for payment when calculating the allowance to be paid.

18.4 Where an employee, whilst working in a higher position for which they are entitled to an allowance under this clause, proceeds upon recreation leave such allowance must be paid for the period of leave provided that:

- (a) the employee has performed in that higher position for five or more consecutive working days; and
- (b) the amount of such leave for which the allowance is paid must not exceed five days unless the employee, on return from leave, continues to perform in the higher position, in which case the allowance must be paid for all such leave unless the employee has, prior to proceeding on such leave, performed in that higher position for 20 or more consecutive days, in which case the allowance must be paid for all leave.

18.5 A higher duties allowance will not be paid to:

- (a) employees on long service leave, unless the assignment has continued for a period exceeding 12 months;
- (b) employees on parental leave; or
- (c) employees who proceed on full-time study leave immediately following a higher duties assignment.

18.6 For the purposes of this clause, the **duties of a position** means the duties which would usually be performed in the position during the period applicable. The proportion of duties must be detailed by the employer, having due regard to the duty statement of the higher position.

19. Payment of wages

19.1 All salaries must be paid fortnightly and must be paid by direct credit to a bank account, credit union or building society.

19.2 For the purpose of calculating the amount payable fortnightly, the amount will be calculated as follows:

$$\begin{array}{r} \text{Annual salary} \quad \quad \quad 14 \\ 365.25 \quad \quad \quad \times \quad 1 \end{array}$$

19.3 In the case of part-time employees, the amount will be calculated as follows:

$$\begin{array}{r} \text{Fixed hours of duty} \quad \quad \quad \text{Annual salary} \quad \quad \quad 14 \\ \text{Ordinary hours of duty} \quad \times \quad 365.25 \quad \quad \times \quad 1 \end{array}$$

20. Superannuation

[Varied by [PR546128](#)]

20.1 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.

20.2 Employer contributions

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

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (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 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) First State Super;

(b) Sunsuper;

(c) VicSuper;

[20.4(d) varied by [PR546128](#) ppc 01Jan14]

(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 and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[20.4(e) inserted by [PR546128](#) ppc 01Jan14]

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

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work and rostering

[21 substituted by [PR516177](#) ppc 01Nov11]

- 21.1** The ordinary hours of work, except for shiftworkers, must be 38 per week, to be worked over five days, Monday to Friday, between the spread of hours of 7.00 am to 6.30 pm.
- 21.2** The ordinary hours of work for a shiftworker must be an average of 38 hours per week over 4 weeks (a total of 152 hours).
- 21.3** Actual starting and finishing times to be arranged by work rules at the workplace.

22. Breaks

[22 substituted by [PR516177](#) ppc 01Nov11]

- 22.1** A meal period of not less than 20 minutes must be taken not more than five hours after the commencement of work and the taking of such meal period.
- 22.2** Where work on any day continues beyond the period of normal working hours, a second meal break of not less than 20 minutes must be taken if work continues for two hours or more.
- 22.3** An employer may stagger the time of taking a meal break to meet operational requirements.

23. Overtime and shiftwork penalty rates

[23 substituted by [PR516177](#) ppc 01Nov11, varied by [PR584155](#)]

- 23.1** Where an employee is required to work outside ordinary hours of work, the employee will be entitled to receive an overtime rate or shiftwork loading (or time off) as prescribed.
- 23.2** An employee in receipt of a salary in excess of that prescribed for the top of Administrative Officer Grade 6 will not be eligible to receive payment for overtime worked.
- 23.3** The hourly rate for overtime must not exceed that calculated on an annual salary appropriate to the salary prescribed for the top of Administrative Officer Grade 4.

23.4 Time off instead of payment for overtime

[23.4 substituted by [PR584155](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 23.4.
- (c) An agreement must state each of the following:
- (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 23.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 23.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:

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- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 23.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 23.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.4.

23.5 Monday to Saturday

An employee who is not a shiftworker and who is required to work outside ordinary hours on a Monday to Saturday must be paid at the overtime rate of time and a half for the first three hours and double time thereafter.

23.6 Sunday

An employee who is not a shiftworker and who is required to work on Sunday must be paid at the overtime rate of double time.

23.7 Public holidays

Where an employee who is not a shiftworker is required to work on a gazetted public holiday, the employee must be paid at the overtime rate of time and a half for time worked during ordinary hours and double time and a half in respect of work performed in excess of ordinary hours.

23.8 Shiftwork

An employee rostered to work in accordance with a shift roster will be paid the following loadings in addition to their ordinary rate of pay:

- (a) **Afternoon shift**, being an unbroken period of work finishing after 6.30 pm and at or before midnight—15%;
- (b) **Night shift**, being a unbroken period of work finishing after midnight and at or before 8.00 am:
 - (i) for a rotating shift—15%; and
 - (ii) for a non-rotating shift—30%.
- (c) Where an annual salary is paid the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.

23.9 Shiftwork – Saturdays, Sundays and Public Holidays

A shiftworker who is rostered to work ordinary hours of work on a Saturday or Sunday or gazetted public holiday will be paid the following loadings in addition to their ordinary rate of pay:

- (a) when required to perform such work on a Saturday (except a public holiday), a loading of 50% of the appropriate hourly rate for each hour of duty;
- (b) when required to perform such work on a Sunday (except a public holiday), a loading of 100% for each hour of duty; and
- (c) when required to perform such work on a public holiday, a loading of 150% for each hour of duty.

23.10 Shiftwork - Overtime

- (a) A shiftworker who is required to work in excess of the rostered ordinary hours of work other than on a Sunday or a Public Holiday must be paid at the overtime rate of time and a half for the first 3 hours and double time thereafter.
- (b) A shiftworker who is required to work in excess of the rostered ordinary hours of work on a Sunday must be paid at the overtime rate of double time.
- (c) A shiftworker who is required to work in excess of the rostered ordinary hours of work on a Public Holiday must be paid at the overtime rate of double time and a half.

23.11 Loadings and overtime rates not cumulative

The loadings and overtime rates within this clause are not cumulative. If an employee is entitled to more than one overtime rate or shift loading, he or she will be paid the highest single overtime rate or loading applicable to the period of time worked.

Part 6—Leave and Public Holidays

24. Annual leave

[Varied by [PR583079](#)]

24.1 Annual leave is provided for in the NES.

24.2 In addition to ordinary rates as prescribed in clause 14—Minimum wages, a loading of 17.5% ordinary rates (excluding overtime and allowances) must be paid for the period of annual leave.

24.3 The maximum loading payable must not exceed an amount calculated in respect of the second salary subdivision for a Administrative Officer Grade 7, at the first day of January of the year in which annual leave is taken.

24.4 Annual leave in advance

[24.4 inserted by [PR583079](#) ppc 29Jul16]

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

Note: An example of the type of agreement required by clause 24.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 24.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.4, the employer may deduct from any money due to the employee on termination an amount equal to the

amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

24.5 Cashing out of annual leave

[24.5 inserted by [PR583079](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.5.

Note 3: An example of the type of agreement required by clause 24.5 is set out at 0. There is no requirement to use the form of agreement set out at 0.

24.6 Excessive leave accruals: general provision

[24.6 inserted by [PR583079](#) ppc 29Jul16]

Note: Clauses 24.6 to 24.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[24.7 inserted by [PR583079](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.6(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

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

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 24.7(b)(i).

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

24.8 Excessive leave accruals: request by employee for leave

[24.8 inserted by [PR583079](#); substituted by [PR583079](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.6(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 24.7(a) that, when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

25. Personal/carer's leave and compassionate leave

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

26. Community service leave

Community service leave is provided for in the NES.

27. Public holidays

Public holidays are provided for in the NES.

28. Parental leave

28.1 Parental leave is provided for in the NES.

28.2 The NES is supplemented by maintaining an entitlement to payment, in relation to maternity leave, adoption leave or paternity leave for employees in the classifications under this award of employees who were entitled to payment for maternity leave, paternity leave or adoption leave in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) 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
- (b) that would have entitled the employee to paid maternity leave, paternity leave or adoption leave.

Schedule A—Transitional Provisions

[Varied by [PR503633](#)]

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:

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

A.2 Minimum wages – existing minimum wage lower

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

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

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

A.2.2 In this clause minimum wage includes:

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

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

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

A.3.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.4 Loadings and penalty rates

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

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

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

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

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

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

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

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

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

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

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

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

First full pay period on or after

1 July 2010	80%
1 July 2011	60%

First full pay period on or after

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 in this award.

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

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

First full pay period on or after

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

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

A.8 Former Division 2B employers

[A.8 inserted by [PR503633](#) ppc 01Jan11]

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

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

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

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

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

Schedule B—Position Statements

[Varied by [PR570016](#)]

B.1 Administrative Officer

B.1.1 Administrative Officer Grade 1

- Positions at this level work under routine direction and undertake a combination of keyboard, clerical and other duties. The work initially requires the application of basic administrative procedures, office skills and routines such as receiving and dealing initially with clients and members of the public; the straight forward operation of keyboard equipment; filing; photocopying; collating; collecting and distributing; carrying out routine checks by simple comparisons; simple coding; maintaining basic records; mail procedures; obtaining or providing information about straightforward matters and routine user maintenance of office equipment.
- Keyboard tasks may include the keying of data containing unusual technical terms and/or non-standard complicated tables or diagrams which demand considerable judgment about layout, and the manipulation and interpretation of data before and during entry.
- Initially the work is performed under close direction using established routines, methods and procedures and there is little scope for deviating from these. Tasks are mixed to provide a variety of work experience; some may be of a routine operational nature.
- Problems can usually be solved by reference to procedures, well documented methods and instructions. Assistance is available if required when problems arise.
- The work may involve giving technical and procedural advice to other staff (for example relating to the operation of office equipment used in the work area). It may require some knowledge and application of specific procedures, instruction, regulations or other requirements relating to general administration (e.g. personnel or finance operations) and/or specific departmental programs or activities.
- Staff undertaking work at this level would normally become competent in individual tasks after a limited period of training or experience.
- Staff at this level may assist more senior officers in the tasks being undertaken by them. Work may include drafting basic material for inclusion in reports and submissions, issuing form or routine letters and checking applications for benefits or grants.
- Positions at this level have no supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

B.1.2 Administrative Officer Grade 2

- Positions at this level usually work under general direction and the work is subject to regular checks. Detailed instruction is not always necessary and there is scope

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for staff to exercise initiative in applying established work practices and procedures.

- This level encompasses a range or combination of operational, supervisory and administrative activities which require the application of skills and experience in office work and a general knowledge of the work to be performed.
- This is the first level which may include positions with a supervisory role. Supervisory positions involve the exercise of basic skills in personnel management and interpersonal communication.
- Work is usually performed under general direction and may require the interpretation of rules, regulations, guideline, instructions and procedures and the ability to undertake a range of duties requiring judgment, liaison and communication within an agency and with other interested parties. Tasks may include the preparation of straightforward reports and the provision of data for casework decision.
- The solution of problems may require the exercising of limited judgment, though guidance would be available in precedents, guidelines, procedures, regulations and instructions. The understanding of the information should allow decisions or policies relating to specific circumstances to be explained. Liaison within the agencies or with other interested parties may be necessary.
- Work at this level may involve the supervision of lower level positions. Occupants of positions at this level may be expected to resolve problems by minor modification to operational systems or by reference to procedures. Staff at this level may have input into, or undertake tasks associated with, improvements to office systems or operations.

B.1.3 Administrative Officer Grade 3

- Positions at this level usually work under general direction and require relevant experience combined with a broad knowledge of the agency's functions and activities and a sound knowledge of the major activity performed within the work area. Positions with supervisory responsibilities may undertake some complex operational work and may assist with, or review, the work undertaken by subordinates or team members.
- Problems faced may be complex yet broadly similar to past problems. Solutions generally can be found in documented precedents, or in rules, regulations, guidelines, procedures and instructions, though these may require some interpretation and application of judgment. There is scope for exercising initiative in the application of established work practices and procedures.
- Work is usually performed under general direction and may involve preparing papers, briefing notes, correspondence or other written material and general administrative support to senior officers.
- Decisions made or delegations exercised at this level may have an impact on the relevant agency's operations (e.g. on financial resources), but are normally of limited procedural or administrative importance.

- Positions at this level may have responsibilities for training operational and administrative staff. Functions may include organising training courses, assisting in the preparation of training material and, where courses are short and involve procedural or administrative subject matter, presenting those courses.
- Positions with supervisory responsibilities may be involved in working with staff to develop work performance; planning and coordinating tasks and work flow perhaps across a number of areas or activities and may involve the use of keyboard skills to perform supervisory, clerical or other operational duties.
- Positions requiring the use of keyboard skills may be included in this level only if the supervisory and/or other duties performed are consistent with the standard for this level.

B.1.4 Administrative Officer Grade 4

- Positions at this level usually work under general direction within clear guidelines and established work practices and priorities, in functions which require the application of knowledge, skills and techniques appropriate to the work area.
- Work at this level requires a sound knowledge of program, activity policy or service aspects of work performed within a functional element or a number of work areas. The work may cover a range of tasks associated with program, activity or service delivery to clients or other interested parties or administrative support to senior officers.
- Positions at this level are found in a wide variety of operating environments. With the exception of some specialist groups, this is the first level where tertiary qualifications may be required or desirable.
- The work is usually performed under general direction. Tasks may include providing administrative support to staff within technical or professional structures. This may include collecting and analysing data and information and preparing reports, publications, papers and submissions including findings and recommendations.
- Decisions taken or delegations exercised at this level may have an impact on agency operations but they are of limited management significance.
- Positions at this level may have supervisory responsibilities over staff operating a wide range of office equipment or undertaking a variety of tasks in the area of responsibility which may include planning and coordinating work across a number of work areas or activities. Staff in supervisory position would be expected to facilitate a participative decision making process and participate in decision making on issues relating to their work area.
- In some cases the difficult aspects of the work in an area will be undertaken by a position at this level with responsibility for supervising staff at lower levels doing work of a similar but less difficult nature. The extent to which staff with supervisory duties become involved in the operational work of an area will depend on such factors as priorities, the complexity of the work and the number of staff supervised.

- Position providing administrative support to senior officers may be classified in this level provided the complexity of the operational or administrative tasks performed is comparable to tasks typical of this level.

B.1.5 Administrative Officer Grade 5

- Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the agency.
- The work may include preparing preliminary papers, drafting complex correspondence for senior officers, undertaking tasks of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing or interpreting information for clients or other interested parties; exercising specific process responsibilities, and overseeing and coordinating the work of subordinate staff.
- Positions at this level are found in a variety of environments and may undertake the management function of a small local office within a regional office structure.
- Work is performed under general direction as to work priorities and may be of a professional, project, procedural or processing nature or a combination of these.
- Direction exercised over positions at this level may be less direct than at lower levels and is usually related to tasks methodologies and work practices. Staff would be expected to set priorities and to monitor work flow in the area of responsibility.
- Independent action may be exercised at this level, for example, developing local procedures, management strategies and guidelines. Operating guidelines, procedures or resource allocation will usually be determined by senior management.
- Any decisions taken or delegations exercised would be limited by the application of rules, regulations, guidelines or procedures. While the decisions may have a minor impact on agency resources they are of limited management significance.
- The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of subordinate staff.

B.1.6 Administrative Officer Grade 6

- Positions at this level undertake various functions, under a wide range of conditions, to achieve a result in line with the corporate goals of the agency. Management of a program or activity in a central or regional office may be a feature of the work undertaken at this level. Immediate subordinate positions may include staff in technical or professional structures, in which case supervision relates to administrative purposes only.
- Positions at this level are found in a variety of operating environments and structural arrangements. The primary function may be:

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- managing the operations of a discrete organisational element, program or activity;
 - supervising the operations of an organisational element which is a part of a large office within a central or regional office environment;
 - under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function; or
 - providing subject matter expertise or policy advice, including professional advice, across a range of programs or activities undertaken by the agency.
- Positions at this level may undertake the preparation of papers; investigate and present information with recommendations for decision by senior officers; draft responses to complex correspondence; undertake task of technical nature; undertake liaison and coordination within across functions including representing the agency at meetings, conferences and seminars; oversee and co-ordinate the work of other staff assisting with these tasks.
 - Work is usually performed under limited direction as to work priorities and the detailed conduct of the task. Tasks may require professional knowledge, and may involve some coordination within or across agency functions.
 - Direction exercised over positions at this level includes, depending on the functional role of the position, the provision of advice, guidance and/or direction in relation to a project, detailed processing, or other work practices.
 - Independent action may be exercised within constraints set by senior management. The operating guidelines, procedures or resource allocation may be determined by senior management.
 - Any decision taken or delegation exercised tends to be governed by the application of rules, regulations or agency operating instructions or procedures. While such decisions may impact on agency operations and resources, they are usually limited to the specific work area involved.
 - Supervisory responsibilities would usually depend on the role of the position in the organisation. Staff at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

B.1.7 Administrative Officer Grade 7

- Positions at this level work under limited direction, usually manage the operations of an organisation element, undertake a management function or provide administrative or professional support to a particular program, activity or service to achieve a result in line with the corporate goals of the agency. In some circumstances the supervisor or subordinates may be, or include, staff in technical or professional structures, in which case supervision is generally for administrative purpose only.

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- The work includes providing advice including policy, administrative or professional advice; undertaking tasks related to the management or administration of a program or activity; service delivery or corporate support functions, including project work, policy development; preparation or coordination of research papers, submission on policy professional or program issues, or administrative matters. Liaison with other elements of the organisation, other government agencies, State and local authorities or community organisations is usually a feature. It also includes the preparation, or overseeing the preparation of, correspondence and replies to parliamentary questions, ministerial representations and other briefing material; and representing the agency at meetings, conferences or seminars.
- Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of agency operations.
- Direction exercised over positions at this level may, depending on the functional role of the position within the organisation, be by way of providing general guidance and advice.
- Positions at this level may have independence of action including the use and allocation of resources within the constraints laid down by senior management.
- Decisions taken or delegations exercised at this level may have major impact on the day to day operations of the work area. The impact of such decision to agency operations is likely to be limited to the work area or function in which the position is located. Delegations exercised may, depending on the role and function of the position, involve making determinations, instigating another course of action, or reviewing previous decision.
- Supervisory responsibilities may be an important function of a position at this level, but this can vary widely depending on factors such as work area, location, priorities, work load, operational deadlines and the availability of staff resources to assist.
- Guidelines, rules, instructions or procedures for use by other staff and interested parties may be developed at this level.

B.1.8 Administrative Office Grade 8

- Positions at this level, usually under the broad direction of a senior executive or comparable officer, control an organisational element involved in the administration or coordination of a specific program, activity or corporate support function at either the section or branch head level, to achieve a result in line with the corporate goal of the agency. Immediate subordinate positions may include staff in technical or professional structure, in which case supervision is generally related to administrative purposes only.
- The work may include developing policy and/or providing policy, financial, specific subject matter or administrative advice, including professional advice or undertaking high level project work; developing, implementing and reviewing policy instructions and administrative or professional procedures for the guidance

of functional elements of the agency; processing representations to the minister, over seeing preparation of replies to parliamentary questions, preparing executive briefing notices, drafting submissions and correspondence; liaising with other government bodies and community organisations including the provision of public information on programs, activities or services; and representing the agency at meetings, conferences or seminars.

- Work is undertaken at this level with broad direction in relation to priorities and the detailed conduct of the task. The tasks undertaken would be of a complex or specific nature encompassing a significant element of total agency operations.
- Positions at this level may have, depending on the role and function, significant independence of action including the use or allocation of resources within the constraints or guidelines laid down by senior management.
- Decisions taken at this level may, depending on the degree of autonomy of function, have significant impact on the day-to-day operations of the work area in which the position is located and may also have significant effects elsewhere within the agency. Delegations exercised at this level may, depending on the role and function of the position, involve being the final authority in the process of approving the expenditure of funds, undertaking specification in line with the policy of the agency, or reviewing any previous action or decisions in the work area.
- Management responsibilities are usually a significant function of position at this level. The percentage of the total work taken up in management functions and the character of the direction given to subordinates would depend on the nature of the work area, location, workload factors, priorities and staff resources allocated.
- The development of guidelines, rules, regulations, procedures or instruction is for either staff or other interested parties may be co-ordinated at this level.

B.2 Technical Stream

B.2.1 Technical Assistants

At this level the position is essentially that of a technical officer-in-training. Under technical supervision performs straightforward tasks of a technical nature using well established techniques and practices, the work performed is closely supervised and direction is regular. Subject to the acquisition of skills and knowledge the incumbent will progress to Technical Officer Grade 1 after 12 months on the top of the Technical Assistant salary range.

B.2.2 Technical Officer Grade 1

- The technical officer at this level has a combination of simple and basic tasks associated with the area of work. Routine manual or intellectual procedures or tasks will be the main feature of positions at this classification.
- The technical officer provides assistance to senior technical staff and undertakes duties in accordance with standard procedures but under close supervision and direction.

- At this level there will be no supervisory responsibilities and no formal qualifications or experience is necessary.

B.2.3 Technical Officer Grade 2

- At this level the technical officer applies standardised practices and procedures in the conduct of a range of interrelated technical activities.
- The technical officer uses expertise, experience and technical skills as a broadly based technical practitioner within a single discipline and the work will be subject to routine direction from senior technical staff.
- Work at this level would require 12 months relevant experience or successful completion of Year 12 secondary school level studies or equivalent.

B.2.4 Technical Officer Grade 3

- At this level the technical officer carries out a range of clearly defined duties requiring interpretation, judgment, liaison and communication. It would be expected that they would use knowledge in a discrete technical discipline to determine which standard practices and procedures should be used and applied in the conduct of technical operations.
- In some cases the technical officer may provide reports and recommendations to management on technical suitability of equipment, procedures, processes and results and/or they may have supervisory responsibility for lower level staff including training in the procedures, techniques and accounting for their work.
- At this level, the technical officer may specialise in a single discipline and work subject to general direction on objectives and responsibilities.
- The technical officer at this level may perform work which spans more than one discipline, either as an individual operator or within a team, or may lead project teams on small technical projects.
- Work at this level will require relevant experience which would provide a working knowledge of the employee's functions, and provide a sound knowledge of the major activities performed in the work area. At this level an advanced technical certificate (or an equivalent qualification) may be necessary.

B.2.5 Technical Officer Grade 4

- At this level, the technical officer is able to modify and adapt established principles/procedures. There may be a supervisory responsibility of an activity/work unit/program. In some cases the employee may occupy a supervisory or specialist position and control of work flow. Some budget administration and forward planning may also be present.
- The technical officer may provide policy advice to senior staff and may operate in more than one field or discipline.

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- The incumbent will receive general direction in terms of objectives, will review implementation by subordinate staff of priorities and instructions and liaise with other work units.
- Prepare and develop training needs and programs for subordinate staff.
- At this level the possession of an associateship diploma or equivalent qualification may be required. However relevant experience providing a sound knowledge of a wide variety of aspects of the work area and other associated areas may be preferred.

B.2.6 Technical Officer Grade 5

- The technical officer at this level may be managerial, a specialist or a combination of both. The incumbent will provide specialist advice and liaison with other units, establish procedures, operating principles or technical standards and can operate in more than one field or discipline.
- The technical officer manager may be required to prepare unit/program budgets, develop mechanisms for training programs, administration of a budget and forward planning.
- At this level the technical officer's decisions are not subject to regular review but may be reviewed for policy and economic effectiveness and there is a high-level of independent decision-making.
- The incumbent will be responsible to a manager but has some independence of action within guidelines.
- The technical officer at this level will be required to possess a tertiary level education at diploma level (or equivalent) and possess relevant experience.

B.2.7 Technical Officer Grade 6

At this level, the technical officer may be a manager or a specialist or a combination of both.

- The incumbent may be a manager of a major work unit engaged in complex activities/programs which may involve significant policy issues, or be responsible for a highly complex, novel or critical activity in an aspect of technical work where it is necessary to select/modify established principles, technologies, procedures and methods.
- The technical officer at this level will provide authoritative technical guidance to others and make decisions concerning technical work not usually subject to review, provide a significant input into the policy formulation and execution of programs which may be associated with one or more work areas.
- Direction will only be given in terms of broad objectives including critical areas which may impinge on the work of other units.

- At this level the technical officer will have gained a sound theoretical knowledge, through satisfactory completion of an appropriate course of study and/or gained wide experience in relevant technical activities.
- In addition, the incumbent would be expected to have the capacity to manage human and material resources.

B.2.8 Technical Officer Grade 7

At this level the technical officer may be a manager, a specialist or a combination of both.

- The incumbent in a manager's role will have greater resources to control, (as compensated with the grade 6 position) and will have a greater range of functions requiring being controlled.
- Positions at this level are responsible for ensuring the effectiveness and efficiency of major technical programs. This involves the management of these programs, the initiation of new programs in collaboration with others, the supervision and training of staff, the overseeing of the more complex aspects of the work to ensure work quality and satisfactory output against program performance indicators.
- Guidance will be very limited and is received only in relation to policy and budget inputs.
- Work at this level embraces the need for the modification or adaptation of existing guidelines, practices and techniques, sometimes entailing significant intellectual challenge.

B.3 Professional Officers

B.3.1 Professional Officer Grade 1

- The professional officer at this level has a combination of simple and basic tasks associated with the professional discipline, involving the provision of a service or information to support the work of others.
- The professional officer at this level undertakes duties in accordance with standard procedure and is under close supervision and direction. The incumbent has no supervisory responsibilities and is expected to resolve minor problems.
- At this level no formal qualifications or experience is required.

B.3.2 Professional Officer Grade 2

- The professional officer at this level may be allocated assignments of a limited scope and complexity and may comprise a minor phase of a broader or complex assignment.
- The incumbent may be required to assist senior staff in carrying out complex tasks or procedures, select and apply established principles, procedures and methods and exercise judgment and initiative in recognising the significance of deviations from the norm where standard approaches are used.

- The incumbent may be required to design, co-ordinate and check work of sub-professional staff required to work on a common project.
- The work may be specifically directed and closely supervised by higher level professional staff and may be assigned by oral or written instruction which may include details of methods and procedures to be followed.
- The incumbent will possess sound theoretical knowledge gained by satisfactory completion of an appropriate course of study at a recognised tertiary institution or through experience which is appropriate for the efficient discharge of the duties of the position at this level.

B.3.3 Professional Officer Grade 3

- At this level, the professional officer performs normal professional work where assignments may be broad in scope and involve complex technical problems.
- It will be expected that the incumbent will exercise a high degree of independence in the selection and application of established principles, technologies, procedures and methods, and exercise independent judgment and initiative in recognising when established approaches may require amplification, adoption or modification.
- The professional officer at this level may work alone and may assign, co-ordinate and check work of subordinate staff required to work on a common project and provide limited professional guidance to others. Specific direction is given as to objectives but professional directions are limited to unusual features of assignments. Guidance may be required for the complex approaches.
- The professional officer at this level must have sound professional knowledge gained through satisfactory completion of an appropriate course of study at a recognised tertiary institution. In some cases such knowledge may be gained through experience working at this level.
- The incumbent will have demonstrated skills and possess experience in professional, communicative and administrative aspects of the work.

B.3.4 Professional Officer Grade 4

- At this level, the professional officer may be managerial, a specialist position or a combination of both. The incumbent may be responsible for the sustained supervision of an activity or program of a work unit involving normal professional work or responsible for a highly complex, novel or critical activity in an aspect of professional work where it is necessary to select and/or modify and adapt established principles, technologies, procedures and methods.
- The professional officer may be required to assign, co-ordinate and verify the work of subordinate staff in a work unit engaged in professional activities or programs and/or provide authoritative professional guidance to others.
- General direction is given in terms of objectives and priorities, including critical areas which may impinge on work of other units. Decisions concerning normal

professional work are not usually subject to review. Expert professional advice may be obtained from consultants to resolve highly complex issues.

- The professional officer at this level provides a significant input into the policy formulation and execution of programs which may be associated with one or more areas of an employer's operations.
- May assist a more senior professional in the direction of professional activities in an institution.
- Sound theoretical knowledge is required and this knowledge may be gained through the satisfactory completion of an appropriate course of study, and/or wide experience in a professional activity.
- The incumbent would be expected to demonstrate a capacity to manage human and material resources.

B.3.5 Professional Officer Grade 5

- The professional officer at this level may be either a manager or a senior specialist or have a combination of both functions.
- The incumbent will be responsible for the professional, economic and administrative management of a professional work unit engaged in complex activities or programs requiring the allocation of significant human and material resources and/or the provision of practical and economic solutions to highly complex professional problems in an aspect of professional work.
- In addition, the professional officer at this level will be responsible for developing, implementing, reviewing major policies, objectives and strategies involving high level liaison/consultation with client areas (internal and external) and/or the exercise originality and ingenuity for devising practical and economic solutions to complex problems. Authority may be exercised over other specialists engaged in complex professional applications.
- At this level, the professional officer may be required to possess post-graduate qualifications for some specialist positions.
- Extensive experience in the specialist field or management of human and material resources is necessary.
- The incumbent will possess a comprehensive knowledge of the relevant programs.

B.4 General/Field Work Worker

[B.4 inserted by [PR570016](#) ppc 01Aug15]

B.4.1 General/Field Work Worker level 1 (FW 1)

- (a) A FW 1 works under general supervision. An employee at FW 1 will have:
- (i) successfully completed, in accordance with RPL principles, a skills test equivalent to the required competency standards; or

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- (ii) successfully completed a relevant structured training program equivalent to the required competency standards; or
 - (iii) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.
- (b) An employee at the FW 1:
- (i) is responsible for the quality of their own work subject to general supervision;
 - (ii) works under general supervision either individually or in a team environment;
 - (iii) exercises discretion within their level of skills and training;
 - (iv) works in a safe manner;
 - (v) identifies basic faults in materials and equipment;
 - (vi) interacts harmoniously with employees;
 - (vii) adapts to a changing work environment;
 - (viii) communicates essential information; and
 - (ix) works from instructions and procedures articulated in written, spoken and/or diagrammatic form.
- (c) **Skills and duties**
- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
 - (ii) An employee at this level may be required to perform a range of duties across the skill streams contained within this award. An employee at this level:
 - works from instructions and procedures;
 - assists in the provision of on-the-job training to a limited degree;
 - co-ordinates work in a team environment or works individually under general supervision;
 - is responsible for assuring the quality of their own work;

B.4.2 General/Field Worker level 2 (FW 2)

- (a) FW 2 works under limited supervision. A FW 2 will:
- (i) have completed in accordance with RPL principles a Skills Test equivalent to the required competency standards; or

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- (ii) have completed relevant structured training equivalent to the required competency standards; or
- (iii) successfully completed formally recognised accredited training so as to enable the employee to perform work within the scope of this level; or
- (iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be responsible for the supervision of one or more employees working at FW 1 level.
- (iii) An employee at this level:
 - assists with the provision of on-the-job training;
 - assumes responsibility for allocating tasks within the area of the employee's skill, competence and training;
 - works from complex instructions and procedures;
 - co-ordinates work in a team environment or works individually under general supervision;
 - is responsible for assuring the quality of their work;
 - works in a safe manner;

(c) Indicative tasks which an employee at this level may perform include the following:

- non-trades maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.
- materials handling;
- uses measuring and levelling instruments;
- performs basic quality checks on the work of others;

B.4.3 General/Field Worker level 3 (FW 3)

- (a) A FW 3 works individually or in a team environment in one of more skill streams contained within this award. A CW/FW 3 will:
 - (i) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or

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- (ii) have successfully completed, in accordance with RPL principles, a Skills Test for this level; or
- (iii) have successfully completed the required competency standards; or
- (iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard,

any one of which will qualify the employee as a FW 3.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be responsible for the supervision of one or more employees working at FW 1 or FW 2 level.
- (iii) An employee at this level:
 - understands and applies quality control techniques;
 - exercises discretion within the scope of this grade;
 - performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
 - is able to inspect produces and/or materials for conformity with established operational standards;
 - assists in the provision of on-the-job training;
 - performs work under limited supervision either individually or in a team environment.

Schedule C—Supported Wage System

[Varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542241](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#)]

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

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

C.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* (Cth), as amended from time to time, or any successor to that scheme

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

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

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

C.3 Eligibility criteria

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

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

C.4 Supported wage rates

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

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

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Assessed capacity (clause C.5)	Relevant minimum wage
%	%
90	90

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

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

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542241](#) ppc 04Dec13]

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

[C.6.2 varied by [PR542241](#) ppc 04Dec13]

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

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

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

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

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

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

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

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

Schedule D—National Training Wage

[Varied by [PR998021](#), [PR509152](#), [PR522983](#), [PR536786](#), [PR545787](#), [PR551709](#), [PR566801](#), [PR579916](#); deleted by [PR593891](#) ppc 01Jul17]

Schedule E—2016 Part-day Public Holidays

[Sched E inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#) ppc 31May16]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- E.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

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- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

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

Schedule F—Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR583079](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR583079](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

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

[Sched H inserted by [PR584155](#) ppc 22Aug16]

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___