

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00739 of 1999)

INDIGENOUS MEDIA ORGANISATIONS (MINIMUM RATES) AWARD 1995
(ODN C No. 20244 of 1993)
[Print N1308 [I0204]]

Various employees

Entertainment and broadcasting industry

COMMISSIONER LARKIN

SYDNEY, 29 NOVEMBER 2001

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 29 November 2001 [PR911891] the above award is varied as follows:

By deleting all clauses, schedules and annexures and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be known as the Indigenous Media Organisations (Minimum Rates) Award 2001.

2. ARRANGEMENT

This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement
3. Relationship with other awards
4. Scope and parties bound
5. Operation of award
6. Definitions
7. Anti-discrimination

Part 2 - Award flexibility

8. Facilitative provisions

Part 3- Communication and dispute settlement procedure

9. Consultative mechanism and procedure
10. Notice boards
11. Dispute settling procedure

Part 4 - Employment duties and related matters

12. Casual employees
13. Permanent part-time employment
14. Termination of employment
15. Redundancy

Part 5 - Rates of pay and related matters

16. Classifications and rates of pay
17. Federal minimum wage
18. Trainees and junior employees
19. Allowances
20. Superannuation

Part 6 - Hours of work and related matters

21. Hours of employment and rosters
22. Overtime
23. Shift penalties
24. Exemptions

Part 7 - Leave and public holidays

25. Annual leave
26. Public holidays
27. Sick leave
28. Compassionate and bereavement leave
29. Special leave - Aboriginal and Torres Strait Islander customary and traditional law
30. Jury service
31. Parental leave
32. Long service leave

Schedule A - Transitional provisions

Schedule B - Award respondents

3. RELATIONSHIP WITH OTHER AWARDS

This award supersedes the Indigenous Media Organisations (Minimum Rates) Award 1995 [Print M3526 [I0204]] relating to employment in the industry covered by this award, but no right, obligation or liability, in regard to allowable award matters, already accrued or incurred under such previous award will be affected.

4. SCOPE AND PARTIES BOUND

This award shall be binding upon the employers named in Schedule B (hereinafter called **the employers**) and the Media, Entertainment and Arts Alliance and its officers and members, and persons eligible to be members of the Alliance in respect of all work to be done by employees for the employers in the various engagements in the media, newspaper and entertainment industry.

5. OPERATION OF AWARD

This award shall come into operation from the beginning of the first pay period which commenced on or after 21 November 2001 and shall remain in force for six months.

6. DEFINITIONS

6.1 **The Alliance** means The Media, Entertainment and Arts Alliance.

6.2 **Branch secretary** means the Secretary of a branch of the Media Entertainment and Arts Alliance.

6.3 **Employer** means a company, organisation or individual listed in Schedule B - Award respondents.

6.4 **Classification or employment category** means the title and job description of a specific set of tasks and responsibilities that make up a particular job or position.

6.5 **Continuous service** means the period of time that an employee was employed by the employer in a single continuous engagement which was unbroken by any periods of unemployment or leave that was labelled as not counting for service for any purpose (in these latter cases the **continuity** of service is said to be broken).

6.6 **Dependant** means a person who is a member of an employee's family and is being looked after and cared for by the employee.

6.7 **Salary** means the wage or pay and any other allowances paid to an employee that they ordinarily receive for actually doing work during the ordinary hours of duty. Where reference to salary other than as meant by this definition is used in this award it shall be specifically defined in the clauses where it is used.

6.8 **Termination of employment** means the end or cancellation of the employment relationship between an employer and employee and can occur depending on the circumstances by **retirement, dismissal, redundancy, resignation, sacking or firing** of the employee.

6.9 For the purposes of 16.1.5, the following definition shall be applicable to the classification of media organisations:

- small organisation - employs not more than nine employees under this award;
- medium organisation - employs at least ten and not more than eighteen employees under this award; and

- large organisation - employs at least nineteen employees under this award.

7. ANTI-DISCRIMINATION

7.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

7.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

7.3 Nothing in this clause is taken to affect:

7.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

7.3.2 junior rates of pay;

7.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

7.3.4 the exemptions in s.170CK(3) and (4) of the Act.

PART 2 - AWARD FLEXIBILITY

8. FACILITATIVE PROVISIONS

8.1 Agreement to vary award provisions

8.1.1 This award contains facilitative provisions that allow agreement between an employer and employees of how specific award provisions are to apply at the workplace or enterprise level. The facilitative provisions are identified in 8.2.3.

8.1.2 The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provision should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by the award.

8.2 Facilitation by majority agreement

8.2.1 The following facilitative provisions can be utilised upon agreement between the employer and individuals or employees in a particular section or work area in the workplace or part of it provided that the agreement reached must be recorded in the time and wages records kept by the employer in accordance with Division 1 of Part 9A of the *Workplace Relations Regulations*.

- 8.2.2** If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of facilitative provisions.
- 8.2.3** In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in clause 11 - Dispute settling procedure.

Subject matter	Clause number
Travelling expenses	19.1
Language allowance	19.6
Hours of employment and rosters	21
Overtime	22
Shift penalties	23
Exemptions	24
Annual leave	25
Public holidays	26

PART 3 - COMMUNICATION AND DISPUTE SETTLEMENT PROCEDURE

9. CONSULTATIVE MECHANISM AND PROCEDURE

At each enterprise covered by this award the employer and employees, and, if appropriate an appropriate agent, including the Media, Entertainment and Arts Alliance, may establish a mechanism and procedures which enable them to communicate and consult about matters arising out of this award, which they agree would assist in achieving and maintaining cooperative workplace relations and mutually beneficial work practices.

10. NOTICE BOARDS

A copy of this award with all variations thereof shall be supplied by the employer and shall be placed in a convenient position accessible to all employees.

11. DISPUTE SETTLING PROCEDURE

11.1 A procedure for the avoidance or resolution of disputes will apply in all enterprises covered by this award. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:

- 11.1.1** The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a shop steward or delegate of their union.
- 11.1.2** If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official or another employee representative to be involved in the discussions. The employer may also invite into the discussions an officer of an employer organisation to which the employer belongs.

11.1.3 If the matter remains unresolved, the employer may refer it to a more senior level of management or to a more senior national officer within the employer organisation. The employee may invite a more senior union official or another employee representative to be involved in discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the matter.

11.2 In order to facilitate the procedures in this clause:

11.2.1 The party with the grievance must notify the other party at the earliest opportunity of the problem;

11.2.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

11.2.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must cooperate to ensure that the disputes resolution procedures are carried out as quickly as possible.

PART 4 - EMPLOYMENT DUTIES AND RELATED MATTERS

12. CASUAL EMPLOYEES

12.1 A casual employee is a person engaged as such with four hours being the minimum number of hours of work which the employee shall perform on any one day.

12.2 A casual employee shall be paid at the appropriate hourly rate, in accordance with clause 16 - Classifications and rates of pay, increased by 20% for each hour worked.

12.3 Casual employment which is for a continuous period of not more than six months may be terminated by either the employer or the employee without notice or payment or forfeiture of wages in lieu thereof on either side.

12.4 A casual employee shall be entitled to overtime rates for all work in excess of 7.5 hours in any one day. For the purposes of this clause overtime rates shall mean time and one half for the first two hours and double time thereafter, of ordinary rates.

13. PERMANENT PART-TIME EMPLOYMENT

13.1 An employer may employ an employee as a permanent part-time employee.

13.2 The grade and classification of each permanent part-time employee shall be agreed in writing between the permanent part-time employee and the employer before the employee commences employment.

13.3 The minimum weekly rate of pay for the permanent part-time employee shall be the rate which is that proportion of the weekly rate of an employee of the same grade and classification as the permanent part-time employee which the ordinary weekly hours of work of the permanent part-time employee bears to 38.

13.4 The following, particular provisions are applicable to permanent part-time employees.

13.4.1 For the purpose of this clause pro rata means in the case of each permanent part-time employee, the percentage which the ordinary weekly hours of the employee bears to 38.

13.4.2 Annual leave entitlements shall accrue for permanent part-time employees in the same manner as for full-time employees. Payment for any period of or entitlement to, annual leave for permanent part-time employees shall be calculated pro rata for the period of leave or entitlement.

13.4.3 Sick leave shall accrue for permanent part-time employees in the same manner as for full-time employees and payment for absences shall be in respect of the hours each week that would have been worked by the employee concerned had that employee been working.

13.4.4 All other provisions of this award applicable to a full-time employee which are capable of having application to permanent part-time employees shall apply to permanent part-time employees provided that where such provisions specify the payment to be made to an employee which is calculated on the basis of or by reference to weekly hours of work of a full-time employee, the payment shall be made pro rata to the permanent part-time employee.

14. TERMINATION OF EMPLOYMENT

14.1 Notice of termination by employer

14.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give the employee the period of notice specified in the table below :

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of the completed service	4 weeks

14.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

14.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

14.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

14.1.5 The period of notice specified in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

14.1.6 Continuous service is defined in 6.5.

14.2 Notice of termination by employee

14.2.1 The notice of termination required to be given by an employee is the same as that required of any employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

14.2.2 If an employee fails to give notice, the employer has the right to withhold monies due to the employee with a maximum amount equal to the ordinary rate of pay for the period of notice.

14.3 Time off during notice period

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

15. REDUNDANCY

15.1 Definition

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

15.2 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 in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

15.3 Severance pay

15.3.1 In addition to the period of notice prescribed for ordinary termination in clause 14 - Termination of employment, an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service**Severance pay**

1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

15.3.2 **Week's pay** means the ordinary time rate of pay for the employees concerned.

15.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

15.4 Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

15.5 Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

15.6 Time off during notice period

15.6.1 During the period of notice of termination given by the employer an employee shall 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.

15.6.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

15.7 Superannuation benefits

15.7.1 Subject to further order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under 15.3 the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

15.7.2 If this superannuation benefit is greater than the amount due under 15.3 then he or she shall receive no payment under that clause.

15.8 Transmission of business

15.8.1 Where a business is before or after the date of this award, transmitted from an employer (in this clause called **the transmittor**) to another employer (in this clause called **the transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

15.8.1(a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

15.8.1(b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

15.8.2 In this subclause **business** includes trade, process, business or occupation and includes part of any such business and **transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

15.9 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

15.10 Employers exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than fifteen employees.

15.11 Incapacity to pay

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

PART 5 - RATES OF PAY AND RELATED MATTERS

16. CLASSIFICATIONS AND RATES OF PAY

16.1 Classification descriptors

16.1.1 Administration officers

16.1.1(a) Administrative service officer 1

16.1.1(a)(i) Indicative title

- Trainee;
- Clerical assistant;

- Receptionist;
- Filing clerk;
- Cleaner.

16.1.1(a)(ii) Classification

Base skills only needed. Little training required to do job. Work to established rules and methods. Clerk limited range of duties. Works under close supervision.

16.1.1(b) Administrative service officer 2

16.1.1(b)(i) Indicative title

- Typist;
- Stenographer;
- Secretary;
- Accounts clerk.

16.1.1(b)(ii) Classification

Limited judgment required. Works under general direction. Needs learned skills and experience. Simple problems to solve.

16.1.1(c) Administrative service officer 3

16.1.1(c)(i) Indicative title

- Bookkeeper;
- Training officer;
- Unqualified librarian.

16.1.1(c)(ii) Classification

Complicated problems to solve. Some initiative and good judgment needed. Works under general direction. Real supervisory level (trains, appraises and assists subordinates) sound level of knowledge, skills and experience in the organisation required.

16.1.1(d) Administrative service officer 4

16.1.1(d)(i) Indicative title

- Personnel officer;
- Assistant accountant;
- Librarian;
- Training officer;
- Finance administrator.

16.1.1(d)(ii) Classification

High level of skills and experience needed. Range of work performed. Technical or professional qualifications required. Works under general direction

16.1.1(e) Administrative service officer 5

16.1.1(e)(i) Indicative title

- Accountant;
- Personnel coordinator;
- Training Manager.

16.1.1(e)(ii) Classification

Operates under limited direction and general guidance. Manages a discrete sector. Very high level of skill and experience. Expert knowledge of subject matter. Good liaison and communication skills needed.

16.1.2 Broadcasters and journalists

16.1.2(a) Broadcaster/journalist 1

16.1.2(a)(i) Indicative title

- Trainee;
- Cadet broadcaster;
- Cadet journalist.

16.1.2(a)(ii) Classification

Undertaking training.

16.1.2(b) Broadcaster/journalist 2

16.1.2(b)(i) Indicative title

- Journalist;
- Broadcaster;
- Radio production;
- Assistant.

16.1.2(b)(ii) Classification

Up to three years experience following training. Limited initiative needed. Limited production work completed. Fair amount of technical help still required. Needs regular supervision.

16.1.2(c) Broadcast/journalist 3

16.1.2(c)(i) Indicative title

- Journalist;
- Broadcaster.

16.1.2(c)(ii) Classification

Sound level of skills and experience required. Able to research, produce and present programs with general supervision and assistance.

16.1.2(d) Broadcaster/journalist 4

16.1.2(d)(i) Indicative title

- Senior journalist;
- Senior broadcaster;
- News reporter;
- Program director;
- Radio production officer.

16.1.2(d)(ii) Classification

Considerable scope and latitude in relation to research, production and presentation of programs. High level of skills and experience required. May supervise small news room or have limited experience as news director.

16.1.2(e) Broadcaster/journalist 5

16.1.2(e)(i) Indicative title

- News director.

16.1.2(e)(ii) Classification

In charge of significant news department. Very high level of skills and experience. Able to work without direction.

16.1.3 Operations officers

16.1.3(a) Operations officer 1

16.1.3(a)(i) Indicative title

- Cadet video producer;
- Trainee.

16.1.3(a)(ii) Classification

- Undertaking training

16.1.3(b) Operations officer 2

16.1.3(b)(i) Indicative title

- Camera operator;
- Sound operator;
- Video production officer;
- Editor.

16.1.3(b)(ii) Classification

Up to three years after training. Works under general supervision of senior staff.

16.1.3(c) Operations officer 3

16.1.3(c)(i) Indicative title

- Camera operator;
- Sound operator;
- Production assistant;
- Video production officer;
- Sound operator editor.

16.1.3(c)(ii) Classification

Sound level of skills and experience of single area (e.g. Camera, sound or production). Limited supervision required in specific area. Able to provide advice and input to overall production process.

16.1.3(d) Operations officer 4

16.1.3(d)(i) Indicative title

- Sound engineer;
- Senior camera operator;
- Director/producer;
- Editor;
- Production manager.

16.1.3(d)(ii) Classification

High level of skills and experience of the overall production process or highly skilled in at least one area. Key member of a production team. Limited production advice and assistance received from senior level.

16.1.3(e) Operations officer 5

16.1.3(e)(i) Indicative title

- Senior editor;
- Production manager;
- Director/producer;
- Senior sound engineer;
- Production manager.

16.1.3(e)(ii) Classification

Very high level of experience of overall production process has overall responsibility for a production project or key functional area. Works without direction.

16.1.4 Technical officers

16.1.4(a) Technical officer 1

16.1.4(a)(i) Indicative title

- Apprentice;
- Trainee.

16.1.4(a)(ii) Classification

- Undertaking training.

16.1.4(b) Technical officer 2

16.1.4(b)(i) Indicative title

- Technician.

16.1.4(b)(ii) Classification

Limited skills and experience. Technical skills associated with the setting up, testing, maintenance and construction of equipment.

16.1.4(c) Technical officer 3

16.1.4(c)(i) Indicative title

- Technician.

16.1.4(c)(ii) Classification

Sound skills and experience. Technical skills of sound level associated with the setting up, testing, maintenance and construction of equipment.

16.1.4(d) Technical officer 4

16.1.4(d)(i) Indicative title

- Technician.

16.1.4(d)(ii) Classification

High level of skills expertise and experience. Technical skills of sound level associated with the setting up, testing, maintenance and construction of equipment.

16.1.4(e) Technical officer 5

16.1.4(e)(i) Indicative title

- Senior technician.

16.1.4(e)(ii) Classification

Very high level of skills and abilities. Responsible for the design lay out and supervision of staff responsible for studio equipment or studio construction.

16.1.5 Management

16.1.5(a) Manager 1

16.1.5(a)(i) Indicative title

- Financial controller;
- Executive producer;
- Radio station manager;
- Technical manager;
- Human resource manager;
- General manager.

16.1.5(a)(ii) Classification

Section head of a discrete area in a medium sized organisation. Reports to Board or Governing Committee. Top management position in a small organisation.

16.1.5(b) Manager 2

16.1.5(b)(i) Indicative title

- Deputy general manager;
- General manager;
- Chief executive officer;
- Radio station manager;
- Financial controller.

16.1.5(b)(ii) Classification

Section head of a discrete area within a large organisation requiring extensive experience and qualifications. Top management position in a medium sized organisation. Reports to Board or Governing Committee.

16.1.5(c) Manager 3

16.1.5(c)(i) Indicative title

- General manager;
- Managing director;
- Chief executive officer;
- Chief administrator.

16.1.5(c)(ii) Classification

Top management position in a large media organisation. Reports to Board or Governing Committee.

16.2 Rates of pay

16.2.1 Employees performing work within the classifications listed in the following table will be paid no less than the minimum rate adjacent to the relevant classification. Where an employee was employed prior to 21 November 2001, that employee may be eligible for a higher rate in accordance with Schedule A - Transitional Provisions, of this award.

Classification	Relativity %	Minimum rate \$ per week
Level 1 Administration officer 1 Broadcaster/journalist 1 Operations officer 1 Technical officer 1	90	418.70
Level 2 Administration officer 2 Broadcaster/journalist 2 Operations officer 2 Technical officer 2	100	465.20
Level 3 Administration officer 3 Broadcaster/journalist 3 Operations officer 3 Technical officer 3	115	535.00

Level 4	133	618.70
Administration officer 4		
Broadcaster/ journalist 4		
Operations officer 4		
Technical officer 4		
Level 5	154	716.40
Administration officer 5		
Broadcaster/journalist 5		
Operations officer 5		
Technical officer 5		
Level 6 - Management		
Manager 6.1.1	188	874.60
Manager 6.1.2	220	1023.40
Manager 6.1.3	256	1190.90

16.2.2(a) The rates of pay in this award include the arbitrated safety net adjustment payable under the *April 1997 and April 1998 Safety Net Review - Wages* decisions [Prints P1997 and Q1998]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

16.2.2(b) Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

17. FEDERAL MINIMUM WAGE

17.1 The federal minimum wage

No employee shall be paid less than the federal minimum wage.

17.2 Amount of federal adult minimum wage

17.2.1 The federal minimum wage for full-time adult employees not covered by 17.4 is \$373.40 per week.

17.2.2 Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in 17.2.1.

17.2.3 Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in 17.2.1 according to the number of hours worked.

17.3 How the federal minimum wage applies to juniors:

17.3.1 The wage rates provided for juniors by this award continue to apply unless the amount determined under 17.3.2 is greater.

17.3.2 The federal minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in 17.2.

17.4 Application of minimum wage to special categories of employee

Due to the existing applicable award wage rates being greater than the relevant proportionate federal minimum wage, this clause has no application to employees undertaking a National Training Wage Traineeship, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement or an apprenticeship.

17.5 Application of federal minimum wage to award rates calculation

The federal minimum wage:

17.5.1 applies to all work in ordinary hours;

17.5.2 applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

17.5.3 is inclusive of the arbitrated safety net adjustment provided by the Safety Net Review - Wages April 1998 decision [Print Q1998] and all previous safety net and national wage adjustments.

18. TRAINEES AND JUNIOR EMPLOYEES

18.1 Trainees

Except where expressly provided for in clause 16 - Classifications and rates of pay, an adult employee who is appointed as a trainee shall be paid a wage calculated to the nearest dollar, at 85% of the first year salary payable to an adult employed under the relevant wage scale designated to that particular category of employee.

18.2 Junior employees

An employee who is less than 21 years of age and who is appointed to a position designated in this award shall be paid a wage, calculated to the nearest dollar, in proportion to the percentages by age in the table hereunder:

Age	Percentage of minimum adult wage %
Under 18 years	60
At 18 years	70
At 19 years	80
At 20 years	90

19. ALLOWANCES

Subject to 19.2 to 19.5 all employees shall be paid reasonable out-of-pocket expenses.

19.1 Travelling expenses

By agreement between the employees and the employers, an employee accommodated away from home overnight on business shall either be compensated for all reasonable out of pocket expenses or shall be paid a travelling allowance, to compensate for expenditure on meals and accommodation only, as follows:

19.1.1 Circumstances	Rate per night
19.1.1(a) Where an employee not normally resident in a town is required to stay overnight in an area where commercial accommodation is not available.	\$28.00
19.1.2(b) Where an employee normally resident in a town is required to stay overnight in an area where commercial accommodation is not available.	\$40.00
19.1.3(c) Where an employee is required to stay overnight at any place where commercial accommodation is available other than a capital city	\$102.00
19.1.4(d) Where an employee is required to stay overnight at a capital city.	\$136.00

19.2 Meal allowance

19.2.1 If an employee's duty compels him or her to take more than one meal a day away from his or her home, any meal or meals in excess of one a day shall be paid for by the employer at the rate of \$10.00 for each such meal.

19.2.2 An employee required to work overtime for more than two hours before or after his or her normal hours shall be paid a meal allowance of \$10.00 per meal.

19.2.3 For the purpose of this subclause:

19.2.3(a) Meals shall mean breakfast, lunch or dinner;

19.2.3(b) Normal meal break hours are:

Breakfast:	6.00 a.m. to 8.00 a.m.
Lunch:	noon to 2.00 p.m.
Dinner:	6.00 p.m. to 8.00 p.m.

19.3 Transport after hours allowance

If an employee not permanently employed on night work is engaged until such an hour that the ordinary means of public transport are not available, or an employee is required to start work before his or her normal means of transport are available, he or she shall be reimbursed for the necessary expense of transport to or from his or her home, or transport shall be provided by the employer.

19.4 Damaged clothing allowance

19.4.1 An employee shall be reimbursed for damage of his or her clothing and personal effects arising out of, and in the course of, his or her employment.

19.4.2 An employee shall be reimbursed for all equipment necessary to carry out his or her work. The provisions of the clause shall not apply if the equipment is supplied by the employer.

19.5 Vehicle allowance

19.5.1 Where an employee agrees to use his or her own motor vehicle at the request of the employer, the employer shall pay the employee the following allowances:

19.5.1(a) motor car: 50 cents per kilometre if the employee travels alone or 61 cents per kilometre if conveying at the same time at the employer's request, equipment or other persons;

19.5.1(b) motor cycle: 45 cents per kilometre.

19.6 Language allowance

19.6.1 Bilingual shall mean a recognised proficiency in English as well as the employee's traditional Aboriginal and Torres Strait Islander language spoken as specifically required in the performance of the employee's duty.

19.6.2 Bilingual employees, shall be paid an allowance of:

19.6.2(a) Level 1 - \$1,018.00 per annum

Level 1 is an elementary level. This level is the appropriate for employees who are capable of using a minimal knowledge of language and this level is the necessary use of the language for general communication.

19.6.2(b) Level 2 - \$2,038.00 per annum

Level 2 represents a level of ability for the ordinary purpose of general business, conversation, reading, writing and production.

19.6.3 Proof of bilingual proficiency shall be obtained before an employee shall be entitled to this allowance. Bilingual accreditation is obtained by the employee confirming their bilingual proficiency through a recognised Aboriginal and Torres Strait Islander Language Centre/Group or an alternative agency agreed to between the employer and the Alliance.

19.6.4 This allowance shall be for all purposes of this award. Part-time and casual employees shall be paid on a pro rata basis.

20. SUPERANNUATION

The employer shall make superannuation contributions on behalf of each employee to a complying superannuation fund in accordance with the provisions of the relevant state or territory legislation as prescribed as at the date of approval of this award by the Australian Industrial Relations Commission.

PART 6 - HOURS OF WORK AND RELATED MATTERS

21. HOURS OF EMPLOYMENT AND ROSTERS

21.1 Subject to clause 22 - Overtime, the ordinary weekly hours of duty of an employee shall not exceed 38 worked as agreed between the employer and the employee provided that:

21.1.1 It shall be agreed that an average of 38 hours shall be worked on one of the following basis:

21.1.1(a) an employee working 38 ordinary hours on five days per week; or

21.1.1(b) an employee working the following ordinary hours over nineteen days in a twenty day work cycle:

- 40 ordinary hours in one week and 32 ordinary hours in one week in the ten day work cycle; or

21.1.1(c) an employee working the following ordinary hours over nine days in a ten day work cycle:

- 42 ordinary hours in one week and 32 ordinary hours in one week in the ten day work cycle; or

21.1.1(d) an employee working 38 hours on four days in each five day work cycle.

21.2 Each employee shall be given two clear days off duty each week provided that:

- 21.2.1** such days off shall where practical be consecutive and on Saturday and Sunday, and in the fortnights in which Good Friday and Christmas Day occur five days off duty shall be given in the fortnight.
- 21.2.2** when the 38 hour week is implemented, in respect of any employee in the manner specified in 21.1, the number of days off duty which such employee is given shall be increased as necessary to give effect to the paragraph applicable to such employee.
- 21.3** An employee's time shall count continuously from the time of entering upon duty as defined in 21.5 until the time of signing off at the completion of work for the day excluding an unpaid meal break, which shall be no less than 30 minutes and no more than one hour.
- 21.4** No employee shall be compelled to work more than five hours without a break of not less than 30 minutes and not more than 60 minutes.
- 21.5 Entering upon duty** for the purpose of this award means the earlier of:
- 21.5.1** arrival at the office of the employer for the first time in the day to begin duty as rostered or agreed subject to 21.7; and
- 21.5.2** beginning the first engagement, provided that a reasonable time shall be allowed in this latter case to cover the period required to reach the engagement from home.
- 21.6** Training in the use of new equipment shall be given during normal ordinary hours as per 21.1.
- 21.7** Work rosters shall be issued fourteen days before the commencement of each work cycle, provided that an employer in case of emergency or shortage of staff through sickness or other cause, which cannot be reasonably foreseen, may depart from the roster, but, in any such case, shall give the employee as much notice of such departure as possible, and shall within the same or next succeeding week give to such employee days off duty in lieu of days off duty cancelled because of the departure from the roster.
- 21.8** Ordinary hours of duty will be rostered in shifts of not less than four and not more than eleven hours.

22. OVERTIME

- 22.1** Subject to clause 21 - Hours of work and rosters, any amount paid to an employee in excess of the minimum weekly award rate of pay for the employee's grade shall be regarded as a set-off against overtime worked.
- 22.2** The hourly rate for overtime purposes shall be the relevant hourly rate specified for the employee in clause 16 - Classifications and rates of pay.
- 22.3** Paid overtime will not be worked without the approval of the employer.

22.4 All overtime payments due to an employee must be approved by the employer or a duly authorised person and shall be made payable to the employee within eighteen days of the end of the week or fortnight, as the case may be, in which the overtime was worked.

22.5 **Daily overtime** represents all time worked outside an employee's rostered hours of duty as directed by the employer, except for time worked on a rostered day off.

22.6 Daily overtime shall be compensated for in the following manner:

22.6.1 The first two hours of overtime will be paid at time and a half and thereafter double time except that an employee may by mutual agreement with the employer opt to take overtime as time off in lieu at the rate of single time within the following calendar month. Such agreement will be recorded in writing.

22.6.2 Any overtime taken as time off in lieu as set out in 22.4.1 above, but not given within the period, shall have the overtime paid at single time. This shall be paid within the fortnight period following the end of the period.

22.7 Any time allowed off duty in lieu of overtime shall be deemed to be ordinary rostered hours for the day or days on which the time off in lieu is taken.

22.8 When an employee is not given the days off duty as provided for in 21.2, the employee shall be paid at the rate of double time for all work done on any such day or days with a minimum payment for four hours.

22.9 Each employee shall have at least ten consecutive hours off duty between the completion of duty on one day and resumption of duty on the following day. If on the instructions of the employer, the employee resumes duty or continues work without having ten consecutive hours off duty, he or she shall be paid at the rate of double time until he or she has been released from duty. The employee shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working hours occurring during such absence.

22.10 Under no circumstances shall overtime, as provided for in any of the foregoing subclauses, be compensated for more than once.

22.10.1 The provisions of this subclause shall apply where the employment of an employee owed overtime is terminated.

22.10.2 Where the employment of an employee is terminated as provided for in this award or by agreement between the employee and his or her employer, the employee shall be either paid for the overtime owed at the award rate for overtime or, if practical and agreed between the employee and his or her employer, the overtime shall be allowed as time off in lieu as provided for by this award.

23. SHIFT PENALTIES

23.1 Subject to clause 21 - Hours of employment and rosters, but notwithstanding anything contained elsewhere in this award, the following penalty payments shall be made to employees:

- 23.1.1** For all time of ordinary duty performed at the request of the employer or by agreement between the employee and the employer on Saturday, payment shall be made at the rate of 50% additional to the ordinary rate of pay.
- 23.1.2** For all time of ordinary duty performed at the request of the employer or by agreement between the employee and the employer on a Sunday, payment shall be made at the rate of 100% additional to the ordinary rate of pay.
- 23.1.3** An employee who is instructed by the employer to perform and performs ordinary duty on a shift, any part of which falls between the hours of 7.00 p.m. and 7.00 a.m. on Monday to Friday shall be paid an additional 15% of his or her salary for that shift.

24. EXEMPTIONS

- 24.1** Clauses 21 - Hours of employment and rosters, 22 - Overtime and 23 - Shift penalties, of this award shall not apply to those employees:
 - 24.1.1** who are classified as Management staff under 16.1.5; and
 - 24.1.2** whose weekly wage rate is at least 15% higher than the rate prescribed for his or her classification as set out in clause 21 - Hours of employment and rosters.

PART 7 - LEAVE AND PUBLIC HOLIDAYS

25. ANNUAL LEAVE

- 25.1** Each employee shall be entitled to four weeks annual leave on full pay for each year of continuous service (less the period of annual leave) provided that such leave will be in addition to the employee's entitlement of rostered days off as shown on the roster in the week that leave commences.
- 25.2** Employees who work as rostered on ten or more Sundays and/or public holidays, in each full year of continuous service with an employer, shall be allowed an additional seven consecutive days leave including non-working days.
- 25.3** Employees who work as rostered on less than ten Sundays and public holidays, in each full year of continuous service with an employer, shall be allowed one-half day additional recreational leave for each Sunday and public holiday so worked up to a maximum of five working days.
- 25.4** If after one month's continuous service in any qualifying twelve monthly period, an employee lawfully leaves the employee's employment, or the employee's employment is terminated by the employer through no fault of the employee, the employee shall be paid at the employee's ordinary rate of pay of 2.923 hours in respect of each completed week of continuous service being service in respect of which leave has not been granted hereunder.
- 25.5** The period of annual leave that the employee is entitled to under this clause shall be given and taken in one consecutive period or as agreed in writing.

- 25.6** An employee shall be paid a loading of 17.5% of the weekly rate of pay to which he or she was entitled at the date the annual leave fell due as prescribed by this clause for each week of annual leave taken.
- 25.7** If an employee becomes ill during any part of his or her annual leave, he or she shall on production of a doctor's certificate, be entitled to the extent of sick leave available to him or her under clause 27 - Sick leave, to claim an amount of extra leave for the period he or she was ill, as shown in the doctor's certificate.
- 25.8** An employee shall not, without the consent of the employer, accumulate more than eight weeks annual leave.
- 25.9** Payment for periods of leave given and taken shall be made in advance.
- 25.10** The annual leave prescribed in 25.1 and 25.4 shall be allowed and shall be taken and payment shall not be made or accepted in lieu thereof.
- 25.101** If the employee and the employer so agree, the annual leave or any separate periods thereof may be taken wholly or partly in advance before the employee has become entitled to the annual leave.
- 25.12** Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of service in respect of which the annual leave or part has been so taken.
- 25.13** If any employer finds it necessary to cancel or alter the date of annual leave, the time of which has already been notified to an employee and such employee can show that, through such cancellation or alteration, he or she has actually lost payments reasonably made by him or her, and in respect of which the employee has retained no benefit, the employer shall reimburse the employee for such loss.

26. PUBLIC HOLIDAYS

26.1 Subject to 26.2 and 26.3 an employee shall be entitled to take the following public holidays without deduction of pay:

- Christmas Day;
- Boxing Day;
- New Year's Day;
- Invasion Day; (January 26th)
- Good Friday;
- Easter Monday;
- Queen's Birthday;
- NAIDOC Day;
- Anzac Day;
- Labour Day or Eight Hour Day; or

the days observed as such in any locality on any specifically gazetted public holiday by the Australian Government or the Government of the State or Territory in which the employee works and if any of these days falls during a period of annual leave they shall be added to the period of annual leave.

26.2 Any employee required to work on a public holiday shall be paid at double time and one half and shall be paid for a minimum of four hours.

26.3 If a public holiday falls during an employee's annual leave, that employee shall be allowed an extra days annual leave at the normal leave rates.

27. SICK LEAVE

Employees, other than casual employees, whilst absent through illness or incapacity subject to the provisions of this clause, shall be entitled to sick leave as follows:

27.1 An employee is entitled to use up to eight days as sick leave in the first year of service and ten days in the second and subsequent years of service.

27.2 Leave shall be cumulative from year to year to a maximum of eighteen days per annum.

27.3 An employee shall, if so required by his or her employer, provide satisfactory evidence of the nature of the injury or illness and of his or her inability to attend for duty on any days or days which sick leave is claimed.

28. COMPASSIONATE AND BEREAVEMENT LEAVE

28.1 Subject to prompt notice being given to the employer and the onus remaining with an employee to provide proof of the death or serious illness within Australia of a wife, husband, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, uncle, aunt, grandparents, or other persons where a family relationship can be demonstrated with the employee, the employee will be entitled to leave without deduction of pay for a period not exceeding the number of hours worked in three ordinary days per annum and the employer retaining discretion to recognise the relationship for the provision of such leave.

28.2 Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other periods of entitlement to leave. For the purpose of this clause the words **husband** and **wife** shall not include wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto partner.

29. SPECIAL LEAVE - ABORIGINAL AND TORRES STRAIT ISLANDER CUSTOMARY AND TRADITIONAL LAW

29.1 An employee who is able to establish to the employer that he or she has an obligation under Aboriginal or Torres Strait Island custom and/or traditional law to participate in ceremonial activities shall be granted special leave for the period specified in 29.3.

29.2 An employee shall be granted special leave in accordance with this clause where the employee can establish to the employer that he or she is not entitled to leave in accordance with clause 28 - Compassionate and bereavement leave, but has an obligation to participate in ceremonial activities due to the major Aboriginal or Torres Strait Island family significance of bereavement.

29.3 An employee who is entitled to leave in accordance with clause 28 - Compassionate and bereavement leave, and has fully utilised such leave shall be on special leave in accordance with this clause where the employee can establish to the employer that he or she is under an obligation to participate in ceremonial activities due to the major Aboriginal and Torres Strait Island family significance of a bereavement.

29.4 For the purpose of this clause, an employee shall be on special leave for the period that they can establish to the employer is necessary to fulfil his or her obligation, provided that an employee shall not be entitled to take greater than ten days special leave pursuant to this clause in any one year and provided further that the aforementioned special leave shall be unpaid leave.

30. JURY SERVICE

An employee required to attend jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage which would have been paid had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend jury service. Further, the employee shall give the employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

31. PARENTAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

31.1 Definitions

31.1.1 For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

31.1.2 Subject to 31.1.3, in this clause, **spouse** includes a de facto or former spouse.

31.1.3 In relation to 31.5, **spouse** includes a de facto spouse but does not include a former spouse.

31.2 Basic entitlement

- 31.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 31.2.2** Subject to 31.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 31.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 31.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

31.3 Maternity leave

- 31.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 31.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - 31.3.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
- 31.3.2** When the employee gives notice under 31.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 31.3.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 31.3.4** Subject to 31.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 31.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

31.3.6 Special maternity leave

- 31.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 31.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 31.3.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 31.3.7** Where leave is granted under 31.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

31.4 Paternity leave

- 31.4.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
- 31.4.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 31.4.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 31.4.1(c)** a statutory declaration stating:
- 31.4.1(c)(i)** he will take that period of paternity leave to become the primary care-giver of a child;
- 31.4.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and
- 31.4.1(c)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 31.4.2** The employee will not be in breach of 31.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

31.5 Adoption leave

- 31.5.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 31.5.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 31.5.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;
 - 31.5.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 31.5.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 31.5.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 31.5.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 31.5.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 31.5.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

31.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

31.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

31.8 Transfer to a safe job

31.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

31.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

31.9 Returning to work after a period of parental leave

31.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

31.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 31.8, the employee will be entitled to return to the position they held immediately before such transfer.

31.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

31.10 Replacement employees

31.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

31.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

32. LONG SERVICE LEAVE

All employees covered under this award shall be entitled to Long Service Leave on full pay subject to and in accordance with the provisions of the relevant State or Territory legislation as prescribed as at the date of approval of this award by the Australian Industrial Relations Commission.

B. This award shall come into operation from the beginning of the first pay period which commenced on or after 21 November 2001 and shall remain in force for six months.

BY THE COMMISSION:

COMMISSIONER

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<Price code H>

SCHEDULE A - TRANSITIONAL PROVISIONS

- 1.1 The provisions of this Schedule only apply to an employee who was employed by the employer immediately prior to 21 November 2001 (the date the award was reviewed under Item 51, Part 5, Schedule 5 of the *Workplace Relations and Other Legislation Amendment Act 1996*).
- 1.2 Where an employee's rate of pay determined in accordance with this Schedule is higher than that otherwise applying under clause 16 of this award, it will apply to the employee while that rate remains beneficial to the employee.
- 1.3 In accordance with the *Paid Rates Review Decision* of 20 October 1998 (Print Q7661), any future increases in salary rates in the award will not apply to the rates in this Schedule.

1.3.1 Administration officers

Minimum weekly Classification rate of pay \$	Arbitrated safety net adjustment \$	Minimum weekly award rate of pay \$
Administrative service officer 1		
398.96	48.00	446.96
415.23	48.00	463.23
432.12	48.00	480.12
Administrative service officer 2		
449.75	48.00	497.75
467.90	48.00	515.90
487.09	48.00	535.09
506.89	48.00	554.89
Administrative service officer 3		
527.46	46.00	573.46
548.95	46.00	594.95
571.24	46.00	617.24
594.36	46.00	640.36
Administrative service officer 4		
618.47	12.00	664.47
642.11	12.00	688.11
655.96	12.00	701.96
696.68	10.00	740.68

Minimum weekly Classification rate of pay \$	Arbitrated safety net adjustment \$	Minimum weekly award rate of pay \$
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Administrative service officer 5

724.83	10.00	768.83
754.18	10.00	798.18
784.68	10.00	828.68

1.3.2 Broadcasters and journalists

Minimum Weekly Classification Rate of Pay \$	Arbitrated Safety Net Adjustment \$	Minimum Weekly Award Rate of Pay \$
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Broadcaster/journalist 1

398.96	14.00	446.96
415.23	14.00	463.23
432.12	14.00	480.12

Broadcaster/journalist 2

449.75	14.00	497.75
467.90	14.00	515.90
487.09	14.00	535.09
506.89	14.00	554.89

Broadcast/journalist 3

527.46	12.00	573.46
548.95	12.00	605.65
571.24	12.00	617.24
594.36	12.00	640.36

Broadcaster/journalist 4

618.47	12.00	664.47
642.11	12.00	688.11
655.96	12.00	701.96
696.68	12.00	740.68

Broadcaster/ journalist 5

724.83	10.00	768.83
754.18	10.00	798.18
784.68	10.00	828.68

	Mon	Tues	Weds	Thurs	Fri	Sat	Sun
1830 –							
1900 –	International Indigenous News & Programs	Statewide Roundup & Current Affairs	Monarch House (Police/public relations)	Education & Employment Show	Health & Wellbeing Show	Indigenou s Sports Roundup	Youth Detention Hour
1930 –							
2000 –	World Indigeno us Music	Country Music Program	The Reggae & Roots Program	Local Buzz Music Show	The Party Zone (Hip-hop, Youth Program)	Sat. Night: (Current Affairs, Talk line, The request Show)	Prisoner's Request Program
2030 –							
2100 –							
2130 –							
2200 –							
2230 –							
2300 –							
2330 –							
2400 –							