

Allowances for the Electrical, Electronic and Communications Contracting Award 2010

Allowance amounts are effective from the first full pay period on or after 1 July 2017.

Please note: this information sheet lists the allowances only – for information on when the allowances are applicable please refer to the Modern Award Summary and Employment Notes or the full version of the Modern Award.

All purpose allowances		
Tool Allowance*	\$ 19.06	per week
Industry Allowance* #	\$ 29.94	per week
Electrician's Licence Allowance* #	\$ 29.13	per week
Leading Hand		
3- 10 employees	\$ 34.79	per week
11-20 employees	\$ 48.55	per week
More than 20 employees	\$ 65.54	per week
Nominee Allowance	\$ 74.44	per week
Rate for ordering materials (more than 4 days)	\$ 16.18	per week
Rate for ordering materials (less than 4 days)	\$ 3.24	per day
Electrical distribution line maintenance and tree clearing allowance	\$ 62.30	per week
Other allowances		
Meal Allowance	\$ 15.03	per meal
Living Away From Home Allowance	\$ 478.91	per week
First Aid Allowance	\$ 16.99	per week
Multi Storey Allowance		
0-15 floors	\$ 0.55	per hour
16-30 floors	\$ 0.68	per hour
31-45 floors	\$ 1.04	per hour
46-60 floors	\$ 1.32	per hour
More than 60 floors	\$ 1.68	per hour
Towers Allowance (work above 15 meters)	\$ 0.68	per hour

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Master Electricians should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

Each additional 15 meters extra allowance	\$ 0.68	per hour
Motor Vehicle Allowance	\$ 0.78	per km
Travel Time Allowance (Attendance) [#]	\$ 5.78	per day
Start and/or Finish on Job		
Employee using own vehicle	\$ 18.80	per day
<i>Travelling time payment may also be applicable depending on distance; Motor Vehicle allowance will also be applicable for distance in excess of 50km</i>		
Employer offers transport free of charge from workshop/employee's home	\$ 3.37	per day
Availability for duty	\$ 71.20	per week

* Please note: if you are using the MEA wage sheets, these allowances have already been built into the "All-purpose" rates of pay for certain classifications.

[#] Please note: apprentices only receive the relevant apprentice percentage of these full allowance amounts. See the MEA wage sheets for these proportionate amounts.

Please contact MEA's Workplace Relations Department on 1300 889 198 for further information.

Revised: July 2017

Review: July 2018

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Master Electricians should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

INSTRUCTIONS FOR APPRENTICES *ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING AWARD WAGE SHEETS*

The wages set out on the following pages are the minimum rates of pay for electrical apprentices covered by the *Electrical, Electronic and Communications Contracting Award 2010* (the modern award).

The wage sheets contained in this document include the wage increase effective from your first full pay period on or after 1 July 2017.

The new wages structure will apply to new apprentices engaged **on or after** 1 January 2014. Existing apprentices who commenced training with your business before this date will remain under the same wages structure for the duration of their apprenticeship.

Apprentices recommencing their apprenticeship under a new training contract will be under the new wages structure as they are not existing apprentices.

Adult Apprentices

New provisions have been inserted for new adult apprentices commencing their apprenticeship on or after 1 January 2014; these apply nationally. There is no phasing in of the adult apprentice provisions. The full adult provisions took effect from 1 January 2014.

Employers should also be aware that existing employees who undertake an adult apprenticeship cannot have their wage reduced where they have been a full time employee for at least six months or 12 months as a part-time or regular and systematic casual employee prior to commencing their apprenticeship.

Layout of Wage Sheets

The first page of wages sets out the minimum weekly and hourly All-Purpose figures under the modern award for apprentices engaged **on or after** 1 January 2014 (**Page 2**). From this date wage rates for apprentices who completed year 12 were set a higher rate for the first and second year of their apprenticeship.

The second page of wages sets out the minimum weekly and hourly All-Purpose figures under the modern award for apprentices undertaking a restricted electrical licence, such as refrigeration/air conditioning (**Page 3**).

The third page of wages sets out the minimum weekly and hourly All-Purpose figures under the modern award for apprentices engaged prior to 1 January 2014 (**Page 4**).

Please note: Employers in Western Australia who are operating as sole traders, partnerships, or other non-constitutional entities, will **NOT** be impacted by these changes.

If you have any questions about the wages or the any other inclusions in the award please contact the **Workplace Relations Team** on 1300 889 198.

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Members should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

MODERN AWARD WAGE SHEET

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING AWARD 2010



Apprentices who commenced training contract with their employer ON OR AFTER 1 January 2014

Rates are applicable from your first full pay period on or after 1 JULY 2017

Year	Base Weekly Rate	Electricians Licence Allowance See Note 3	Tool Allowance See Note 4	Industry Allowance See Note 5	All-Purpose Rate (Weekly) See Note 6	All Purpose Hourly Rate See Note 6	Travel Time (per day)
Completed Year 12							
1st YEAR APPRENTICE (55%)	445.01	16.02	19.06	16.47	496.56	\$ 13.07	\$ 3.18
2nd YEAR APPRENTICE (65%)	525.92	18.93	19.06	19.46	583.37	\$ 15.35	\$ 3.76
3rd YEAR APPRENTICE (70%)	566.37	20.39	19.06	20.96	626.78	\$ 16.49	\$ 4.05
4th YEAR APPRENTICE (82%)	663.46	23.88	19.06	24.55	730.95	\$ 19.24	\$ 4.74
Have <u>NOT</u> completed Year 12							
1st YEAR APPRENTICE (50%)	404.55	14.56	19.06	14.97	453.14	\$ 11.92	\$ 2.89
2nd YEAR APPRENTICE (60%)	485.46	17.48	19.06	17.96	539.96	\$ 14.21	\$ 3.47
3rd YEAR APPRENTICE (70%)	566.37	20.39	19.06	20.96	626.78	\$ 16.49	\$ 4.05
4th YEAR APPRENTICE (82%)	663.46	23.88	19.06	24.55	730.95	\$ 19.24	\$ 4.74
Adult Apprentices who commenced training contract with their employer ON OR AFTER 1 January 2014							
1st YEAR ADULT APPRENTICE (80%)	647.28	23.30	19.06	23.95	713.59	\$ 18.78	\$ 4.62
2nd YEAR ADULT APPRENTICE (EW1)	704.90	25.34	19.06	26.04	775.35	\$ 20.40	\$ 5.03
3rd YEAR ADULT APPRENTICE (EW1)	704.90	25.34	19.06	26.04	775.35	\$ 20.40	\$ 5.03
4th YEAR ADULT APPRENTICE (EW1)	704.90	25.34	19.06	26.04	775.35	\$ 20.40	\$ 5.03

Important Notes

1. The above schedule sets out wages for employees covered by the Modern Award incorporating the wage increase applicable from the first full pay period on or after 1st July 2017.
2. For additional allowances and wage conditions please see the Summary and Employment Notes or the full version of the Modern Award.
3. Electrician's Licence Allowance of 3.6% of the standard weekly rate is paid to an Electrical Worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence. Apprentices only receive the relevant percentage of this amount, which has been calculated above. This allowance is included in MEA's calculation of the "all-purpose" wage.
4. Tool Allowance of \$19.06 per week is paid to apprentices for the purpose of maintaining an adequate tool kit. This allowance is included in MEA's calculation of the "all-purpose" wage.
5. Industry Allowance of 3.7% of the standard weekly rate is included in MEA's calculation of the "all-purpose" wage.
6. The "all-purpose" rates are inclusive of the electrician's licence allowance, tool allowance and industry allowance.
7. The daily Travel Time allowance is paid in addition to the "All-purpose" wage. A '**start/finish on job**' allowance may also be payable depending on whether your employee will be starting and/or finishing their working day on site.
8. Please note that refrigeration apprentices are not entitled to the proportionate amount of the electricians licence allowance. This will need to be removed for refrigeration apprentices.

MODERN AWARD WAGE SHEET

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING AWARD 2010



RESTRICTED LICENCE Apprentices who commenced training contract ON OR AFTER 1 January 2014

Rates are applicable from your first full pay period on or after 1 JULY 2017

Year	Base Weekly Rate	Electricians Licence Allowance See Note 3	Tool Allowance See Note 4	Industry Allowance See Note 5	All-Purpose Rate (Weekly) See Note 6	All Purpose Hourly Rate See Note 6	Travel Time (per day)
Completed Year 12							
1st YEAR APPRENTICE (55%)	445.01		19.06	16.47	480.54	\$ 12.65	\$ 3.18
2nd YEAR APPRENTICE (65%)	525.92		19.06	19.46	564.44	\$ 14.85	\$ 3.76
3rd YEAR APPRENTICE (70%)	566.37		19.06	20.96	606.39	\$ 15.96	\$ 4.05
4th YEAR APPRENTICE (82%)	663.46		19.06	24.55	707.07	\$ 18.61	\$ 4.74
Have <u>NOT</u> completed Year 12							
1st YEAR APPRENTICE (50%)	404.55		19.06	14.97	438.58	\$ 11.54	\$ 2.89
2nd YEAR APPRENTICE (60%)	485.46		19.06	17.96	522.48	\$ 13.75	\$ 3.47
3rd YEAR APPRENTICE (70%)	566.37		19.06	20.96	606.39	\$ 15.96	\$ 4.05
4th YEAR APPRENTICE (82%)	663.46		19.06	24.55	707.07	\$ 18.61	\$ 4.74
Adult Apprentices who commenced training contract with their employer ON OR AFTER 1 January 2014							
1st YEAR ADULT APPRENTICE (80%)	647.28		19.06	23.95	690.29	\$ 18.17	\$ 4.62
2nd YEAR ADULT APPRENTICE (EW1)	704.90		19.06	26.04	750.00	\$ 19.74	\$ 5.03
3rd YEAR ADULT APPRENTICE (EW1)	704.90		19.06	26.04	750.00	\$ 19.74	\$ 5.03
4th YEAR ADULT APPRENTICE (EW1)	704.90		19.06	26.04	750.00	\$ 19.74	\$ 5.03

Important Notes

1. The above schedule sets out wages for employees covered by the Modern Award incorporating the wage increase applicable from the first full pay period on or after 1st July 2017.
2. For additional allowances and wage conditions please see the Summary and Employment Notes or the full version of the Modern Award.
3. Electrician's Licence Allowance is not applicable for restricted licence apprentices. **Refrigeration or Airconditioning apprentices ONLY.**
4. Tool Allowance of \$19.06 per week is paid to Apprentices for the purpose of maintaining an adequate tool kit. This allowance is included in MEA's calculation of the "all-purpose" wage.
5. Industry Allowance of 3.7% of the standard weekly rate is included in MEA's calculation of the "all-purpose" wage.
6. The "All-purpose" rates are inclusive of the electrician's licence allowance, tool allowance and industry allowance.
7. The daily Travel Time allowance is paid in addition to the "All-purpose" wage. A **'start/finish on job' allowance** may also be payable depending on whether your employee will be starting and/or finishing their working day on site.
8. Please note that refrigeration apprentices are not entitled to the proportionate amount of the electricians licence allowance. This will need to be removed for refrigeration apprentices.

MODERN AWARD WAGE SHEET

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING AWARD 2010



Apprentices who commenced training contract with their employer BEFORE 1 January 2014

Rates are applicable from your first full pay period on or after 1 JULY 2017

Year	Base Weekly Rate	Electricians Licence Allowance See Note 3	Tool Allowance See Note 4	Industry Allowance See Note 5	All-Purpose Rate (Weekly) See Note 6	All Purpose Hourly Rate See Note 6	Travel Time (per day) See Note 7
1st YEAR APPRENTICE (40%)	NOT APPLICABLE						
2nd YEAR APPRENTICE (52%)	NOT APPLICABLE						
3rd YEAR APPRENTICE (70%)	NOT APPLICABLE						
4th YEAR APPRENTICE (82%)	663.46	23.88	19.06	24.55	730.95	\$ 19.24	\$ 4.74
Note: These Adult Apprentice rates apply in Queensland only to apprentices who commenced training contract BEFORE 1 January 2014. See Note 9.							
1st YEAR ADULT APPRENTICE	NOT APPLICABLE						
2nd YEAR ADULT APPRENTICE	NOT APPLICABLE						
3rd YEAR ADULT APPRENTICE	NOT APPLICABLE						
4th YEAR ADULT APPRENTICE	671.58	24.18	18.31	24.85	738.92	\$ 19.45	\$ 4.94

Important Notes

1. The above schedule sets out wages for employees covered by the Modern Award incorporating the wage increase applicable from the first full pay period on or after 1st July 2017.
2. For additional allowances and wage conditions please see the Summary and Employment Notes or the full version of the Modern Award.
3. Electrician's Licence Allowance of 3.6% of the standard weekly rate is paid to an Electrical Worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence. Apprentices only receive the relevant percentage of this amount, which has been calculated above. This allowance is included in MEA's calculation of the "all-purpose" wage.
4. Tool Allowance of \$19.06 per week is paid to apprentices for the purpose of maintaining an adequate tool kit. This allowance is included in MEA's calculation of the "all-purpose" wage. The amount is 'frozen' for adult apprentices in Qld as their wage structure has ceased to operate and these rates are given as an employer cannot drop the rate of pay.
5. Industry Allowance of 3.7% of the standard weekly rate is included in MEA's calculation of the "all-purpose" wage.
6. The "all-purpose" rates are inclusive of the electrician's licence allowance, tool allowance and industry allowance.
7. The daily travel time allowance is paid in addition to the "All-purpose" wage. A '**start/finish on job**' allowance may also be payable depending on if your employee will be starting and/or finishing their working day on site.
8. Please note that refrigeration apprentices are not entitled to the proportionate amount of the electricians licence allowance. This will need to be removed for refrigeration apprentices.
9. QLD Adult Apprentice provisions (for those apprentices commencing before 1 January 2014) actually ceased operation on 1 January 2015. However, employees cannot suffer a reduction in their "all-purpose" rate therefore their all-purpose rate as well as the daily travel time allowance will be 'frozen' at the applicable rate as at 31 December 2014 (outlined in the table above), until such time that the applicable rate is higher - see details here.

INSTRUCTIONS FOR *ELECTRICAL, ELECTRONIC AND COMMUNICATIONS* CONTRACTING AWARD WAGE SHEETS

The wages set out on the following pages are the minimum rates of pay for electrical workers covered by the *Electrical, Electronic and Communications Contracting Award 2010* (the modern award).

The increased rates of pay will apply from your first full pay period on or after 1 July 2017.

For instructions on apprentice wages please see our apprentice wages summary

Page 1 – Weekly Wages

The first page of wages sets out the minimum weekly all-purpose figures under the modern award.

The all-purpose weekly rate of pay includes the following:

- Applicable grade's Base Weekly rate of pay
- The Electricians Licence allowance (for Grades 5 – 10 electrical workers)
- The Tool allowance (for Grades 5 – 10 electrical workers)
- The Industry allowance (for all Grades of electrical workers)

Each grade's minimum Base Weekly rate has been increased by 3.3% from last year's base rate, following the Fair Work Commission's decision on modern award wage increases. As a result of this wage increase, the Electrician's Licence allowance and Industry allowance have also increased, as they are a percentage of the Grade 5 weekly rate (the "Standard Weekly Rate").

Tool allowance – the Fair Work Commission determined an increase to the tool allowance and it has increased to \$19.06 per week.

Page 2 – Ready Reckoner

The second page of wages sets out the minimum all-purpose hourly rates of pay for both permanent and casual employees.

The permanent all purpose weekly rates are taken from page 1 and divided by 38 to equal the all-purpose Hourly Rate. Therefore the hourly rate of pay will include the allowances (where applicable) detailed in the information above.

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Master Electricians should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

Casual Employees

The casual all-purpose rate columns have been broken down to reflect the hourly rate (excluding casual loading) and the casual loading amount to be presented separately (as well as a combined casual all-purpose rate).

The casual all-purpose rate equals the **hourly rate (excluding casual loading) PLUS casual loading**.

The casual all-purpose rate must be paid for all ordinary hours of work performed by a casual employee.

For the purposes of overtime penalties, the casual loading is not compounded. These penalties are applied to the **permanent all-purpose hourly rate**; the simplest way to represent this is to express the penalty is 175% (for time and a half) and 225% (double time).

Example:

$\$22.61 \times 1.75 \times 2 \text{ hours} = \79.14 for a casual employee

Travel Time (per day) Allowance

The Travel Time allowance has been increased to \$5.78.

The Travel Time allowance is paid to employees on each day that they present themselves for work (and also paid on RDOs). Apprentices receive the relevant apprentice percentage of the full allowance.

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Master Electricians should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

MODERN AWARD WAGE SHEET (Effective first full pay period on or after 1st JULY 2017)

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING AWARD 2010



Grade	Base Weekly Rate	Electricians Licence Allowance See Note 3	Tool Allowance See Note 4	Industry Allowance See Note 5	All-Purpose Rate (Weekly) See Note 6
ELECT. WORKER GR. 10	1022.80	29.13	19.06	29.94	1100.93
ELECT. WORKER GR. 9	946.50	29.13	19.06	29.94	1024.63
ELECT. WORKER GR. 8	927.50	29.13	19.06	29.94	1005.63
ELECT. WORKER GR. 7	882.80	29.13	19.06	29.94	960.93
ELECT. WORKER GR. 6	834.40	29.13	19.06	29.94	912.53
STANDARD WEEKLY RATE					
ELECT. WORKER GR. 5 e.g. Electrical Mechanic	809.10	29.13	19.06	29.94	887.23
ELECT. WORKER GR. 5 <i>without electrical licence e.g. Refrigeration/air conditioning</i>	809.10		19.06	29.94	858.10
ELECT. WORKER GR. 4	781.10			29.94	811.04
ELECT. WORKER GR. 3	755.60			29.94	785.54
ELECT. WORKER GR. 2 e.g. Trades Assistant	730.00			29.94	759.94
ELECT. WORKER GR. 1 e.g. Labourer	704.90			29.94	734.84

Important Notes

1. The above schedule sets out wages for employees covered by the Modern Award incorporating the wage increase applicable from the first full pay period on or after 1st July 2017.
2. For additional allowances and wage conditions please see the Summary and Employment Notes or the full version of the Modern Award.
3. Electrician's Licence Allowance of 3.6% of the standard weekly rate is paid to an Electrical Worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence. Apprentices only receive the relevant percentage of this amount. This allowance has already been calculated and included in MEA's calculation of the "all-purpose" weekly wage for Electrical Workers Grades 5-
4. Tool Allowance of \$19.06 per week is paid to Electrical Workers Grade 5 and above for the purpose of maintaining an adequate tool kit. This allowance is included in the "all-purpose" weekly wage for these employees. Please note, if you have electrical workers who are not trade qualified performing the duties of television antenna installer/erector or television/radio/electronic equipment serviceperson, these employees will also receive the tool allowance. It will need to be added to the hourly rate for such employees.
5. Industry Allowance of 3.7% of the standard weekly rate has already been calculated and included in MEA's calculation of the "All-purpose" weekly rate for all employees.
6. The All-purpose rate is inclusive of the electrician's licence allowance, tool allowance and industry allowance.
7. For apprentice rates of pay please see the MEA's Apprentices Wages Summary available on the website.

MODERN AWARD WAGE SHEET (Effective first full pay period on or after 1st JULY 2017)
HOURLY RATE AND TRAVELLING TIME ONLY - READY RECKONER



Grade	All-Purpose Rate		Travel Time (per day) See Note 5
	Permanent		
	Weekly Rate	Hourly Rate See Note 3	
ELECT. WORKER GR. 5	887.23	23.35	5.78
ELECT. WORKER GR. 5 (without electrical licence e.g. Refrigeration/air conditioning)	858.10	22.58	5.78
ELECT. WORKER GR. 4	811.04	21.34	5.78
ELECT. WORKER GR. 3	785.54	20.67	5.78
ELECT. WORKER GR. 2	759.94	20.00	5.78
ELECT. WORKER GR. 1	734.84	19.34	5.78

Grade	All-Purpose Rate			Travel Time (per day) See Note 5
	Casual			
	Hourly Rate (Exc. Casual loading)	Casual Loading	Casual Rate See Note 4	
ELECT. WORKER GR. 5	23.35	5.84	29.19	5.78
ELECT. WORKER GR. 5 (without electrical licence e.g. Refrigeration/air conditioning)	22.58	5.65	28.23	5.78
ELECT. WORKER GR. 4	21.34	5.34	26.68	5.78
ELECT. WORKER GR. 3	20.67	5.17	25.84	5.78
ELECT. WORKER GR. 2	20.00	5.00	25.00	5.78
ELECT. WORKER GR. 1	19.34	4.83	24.17	5.78

Important Notes

1. The above schedule sets out wages for employees covered by the Modern Award incorporating the wage increase applicable from the first full pay period on or after 1st July 2017.
2. For additional allowances and wage conditions please see the Summary and Employment Notes or the full version of the Modern Award.
3. The "All-Purpose" rates are inclusive of the electrician's licence allowance, tool allowance and industry allowance. All other allowances must be paid on top on as incurred.
4. The "All-Purpose" casual rates are inclusive of the electrician's licence allowance, tool allowance and industry allowance, as well as the casual loading. All other allowances must be paid on top on as incurred.
5. The daily Travel Time allowance is paid in addition to the "all-purpose" wage. A '**start/finish on job**' allowance may also be payable depending on whether your employee will be starting and/or finishing their working day on site.
6. For apprentice rates of pay please see the MEA's Apprentices Wages Summary available on the website.



Updated Wage Sheets Now Available

The Fair Work Commission has increased minimum award wages by 3.5%

This will take effect from the first full pay period beginning on or after 1 July 2018.

Allowances

Most allowances increase based on a proportion of the award tradesperson rate. However, some allowances are adjusted by variable CPI indices. There are a number of increases to these allowances this year. Please refer to our Allowances Sheet [here](#).

Wage Summaries

Updated wage summaries for the *Electrical, Electronic and Communications Contracting Award 2010* and the *Clerks – Private Sector Award 2010* are available on the member's website [here](#).

Please note: this wage increase does not apply to Partnerships and Sole Traders in Western Australia. However, there has also been a wage increase for these businesses.

The Modern Award summary notes will also be updated and a soft copy will be circulated to members via email.

Fact Sheets

The following fact sheets are available on the MEA members' website

- Apprentices - Electrical, Electronic & Communications Contracting Award Wage Sheets
 - Instructions
 - Modern Wage Sheets
- Master Electricians Australia Clerks - Private Sector Award 2010 – Wage Sheets
- Electrical, Electronic And Communications Contracting Award 2010 – Wage Sheets

- Electrical, Electronic And Communications Contracting Award 2010 – Allowances
- WA Sole Traders and Partnerships Wage Increase for 1 July 2018

To access a summary of Wage Rates in your state on the MEA website:

You'll need to login [Click here for instructions to reset your password](#)

Then select: Your State - Workplace relations - Wage Rates

Quick-Links:

[ACT](#)

[NSW](#)

[NT](#)

[VIC](#)

[QLD](#)

[TAS](#)

[WA](#)

Further Information

Workplace Relations Hotline 1300 889 198.

MEA Members have unlimited calls to the WR Hotline

[View this email in your browser](#)

WEBINAR



Webinar Details

Topic: Alcohol and Other Drug Policies and Testing

Date: Wednesday 20 June

Time: 10am - 12 noon

Cost: Free for Members

To Join: Register below for access to the Webinar

[Register Now](#)



Jordan Carlisle

Workplace Relations Advisor

What We'll Cover

- (a) Testing regimes and types of tests allowable (Urinalysis and oral swabbing)
- (b) How to deal with breaches and meaning/implications of "Zero Tolerance"
- (c) Building Code 2016 obligations on Federal Government projects
- (d) Managing the balance between 'workplace conduct' and the employee's private life

Webinar Troubleshooting

Master Electricians uses Skype Business. This includes all platforms including Skype, Skype Meetings and Skype business. To connect you will need:

- The latest version of Skype.
- Your Skype account to be linked to a Microsoft account. You can see if your account is linked to a Microsoft account in your account settings. If it isn't, to find out how to link your accounts - [Click Here](#)

For further information about Skype and troubleshooting [click here](#).

Audio and Connection Issues

[Click here](#) for information to resolve audio and connection issues.

Enquiries

If you have trouble connecting during the webinar contact Master Electricians on **1300 889 198**.

[View this email in your browser](#)

WEBINAR



Application of Travel Allowances

Date: Tuesday 17 July

Time (by time zone):

AEST (Qld/NSW/Vic/Tas) - 12:00 noon

AWST (WA) - 10:00 am

ACST (NT/SA) - 11:30 am

Cost (incl GST): Members: Free, Non-Members: \$50

[Register Now](#)



James Watt

Workplace Relations Advisor

What We'll Cover

In this presentation the WR Team will present on the application of Travel Allowances under the Electrical, Electronic and Communications Contracting Award 2010 (Modern Award).

The team will walk through the current scenarios they receive and how to approach them correctly.

- (a) The Travel Time Allowance
- (b) Start/Finish on the Job Allowance
- (c) Motor Vehicle Allowance
- (d) Common Travel Scenarios

Webinar via Skype - Information

Master Electricians uses Skype Business. This includes all platforms including Skype, Skype Meetings and Skype business. To connect you will need:

- The latest version of Skype.
- Your Skype account to be linked to a Microsoft account. You can see if your account is linked to a Microsoft account in your account settings. If it isn't, to find out how to link your accounts - [Click Here](#)

For further information about Skype and troubleshooting [click here](#).

Audio and Connection Issues

[Click here](#) for information to resolve audio and connection issues.

Enquiries

If you have trouble connecting during the webinar contact Master Electricians on **1300 889 198**.



Lead.Connect.

MODERN AWARD SUMMARY - 2017 Edition

*Electrical, Electronic and Communications
Contracting Award 2010*

Summary and Employment Notes Version 8



MODERN AWARD SUMMARY - 2017 EDITION

Summary and Employment Notes Version 8

This Summary Guide is a condensed version of the *Electrical, Electronic and Communications Contracting Award 2010 (Modern Award)* and related matters. It highlights fundamental conditions of employment and monetary amounts payable under the Modern Award.

Please contact the Workplace Relations Department on 1300 889 198 if you require additional information or clarification on any provisions.

You can download a copy of the Modern Award and Modern Award Wage Sheets from the 'Member's only' section of the MEA website at www.masterelectricians.com.au

NOTES:

- The *Electrical, Electronic and Communications Contracting Award 2010 (Modern Award)* commenced on 1 January 2010
- This Modern Award applies to employers in the industry of electrical services provided by electrical, electronics and communications contractors and their employees in the National Workplace Relations System
- Employers must have a copy of the Modern Award and the *National Employment Standards* available to all employees
- A number of employment provisions contained within this booklet are also summarised from the relevant employment legislation, such as the *Fair Work Act 2009 (Cth)* or the *National Employment Standards*
- Where a national system employer has an enterprise agreement in place, only the minimum wages from the modern award are relevant
- Master Electricians Australia (MEA) has produced a number of Workplace Relations Guides for members which deal with the daily issues that face organisations, including recruitment, termination and agreement making. Contact the Workplace Relations Department for further information on 1300 889 198.

DISCLAIMER:

This is a brief synopsis of the Modern Award and related issues. It provides only a general guide to MEA's interpretation of the law and should not be considered a substitute for detailed professional advice. Before acting on any matters related to the Modern Award, we recommend that you first speak with the Workplace Relations Department and you may need to seek independent legal advice.

THE WORKPLACE RELATIONS DEPARTMENT

Workplace Relations is a complex area that requires specialist advice. Our team of workplace relations officers can provide you with specific advice regarding the interpretation of awards, acts and legislation, employment procedures, employment contractual matters and industrial relations.

MEA provides negotiation assistance and advice with enterprise agreements as well as representation in industrial disputes and matters that appear before the Fair Work Commission.

Please contact the Workplace Relations Department on 1300 889 198 if you require assistance on these matters.

The Workplace Relations Department has also produced a number of information sheets for members which are available through the 'Member's only' section of the MEA website at www.masterelectricians.com.au.

The topics include, but are not limited to:

- Enterprise agreements
- Redundancy
- Visas
- Long service leave
- Independent contractor legislation
- Record keeping and pay slips
- Union right of entry/union disputes
- *Fair Work Act 2009* and the *National Employment Standards*
- Superannuation contributions
- Payroll tax
- Unfair dismissal and general protections claims
- Workcover claims/disputes
- Clerical employees.

FEDERAL LEGISLATION

- *Fair Work Act 2009 (Cth)*
- *Fair Work Regulations 2009 (Cth)*
- *Superannuation Guarantee Charge Act 1992 (Cth)*

SUPPLEMENTARY DOCUMENTS

- *Electrical, Electronic and Communications Contracting Award 2010*
- *Clerks - Private Sector Award 2010*

THE NATIONAL WORKPLACE RELATIONS SYSTEM

The Federal Government introduced the *Fair Work Bill* in Parliament on 25 November 2008 overhauling a number of provisions contained in the WorkChoices Legislation. The Bill passed through Parliament on 20 May 2009.

The *Fair Work Act 2009 (Cth)* (*the Act*) came into full effect on 1 January 2010.

TABLE OF CONTENTS

1.	UNFAIR DISMISSAL	3
2.	ENTERPRISE AGREEMENTS	4
	Employee representation	4
3.	THE FAIR WORK SYSTEM	6
	Modern Award Summary Notes	9
4.	ALL-PURPOSE ALLOWANCES	9
5.	ANNUAL LEAVE (Clause 28)	10
6.	APPRENTICES (Clause 12)	12
7.	AVAILABILITY FOR DUTY—see ‘Overtime’ (p. 36)	18
8.	AWARD FLEXIBILITY AGREEMENT*	18
9.	BEREAVEMENT LEAVE—see ‘Compassionate leave’ (p. 21)	19
10.	CALL-BACK AND CALL-OUTS—see ‘Overtime’ (p. 36)	19
11.	CARERS LEAVE—see ‘Personal/carers leave’ (p. 43)	19
12.	CASUAL EMPLOYMENT (Clause 10.3)	19
13.	CLASSIFICATIONS (Clause 16 and Schedule B)	19
14.	CLERICAL EMPLOYEES	19
15.	CODE COMPLIANCE—see ‘National code compliance’ (p. 35)	20
16.	COMMENCEMENT DATE (Clause 2)	20
17.	COMMON LAW EMPLOYMENT CONTRACTS	20
18.	COMMUNITY SERVICE LEAVE (Clause 30)	20
19.	COMPANY POLICIES	21
20.	COMPASSIONATE LEAVE (Clause 29)	21
21.	COUNTRY WORK—see ‘Living away on distant work’ (p. 27)	21
22.	CONSULTATION REGARDING WORKPLACE CHANGE (Clause 8)	21
23.	CRIB BREAK—see ‘Overtime’ (p.36)	22
24.	DISCIPLINARY PROCEDURES	22
25.	DISMISSALS	22
26.	DISPUTE RESOLUTION (Clause 9)	24
27.	ELECTRICAL DISTRIBUTION LINE MAINTENANCE AND TREE CLEARING ALLOWANCE (Clause 17.2 (f))	24
28.	ELECTRICIAN’S LICENCE ALLOWANCE (Clause 17.2(c))	24
29.	FIRST AID ALLOWANCE (Clause 17.3(b))	24
30.	FLEXIBLE WORK ARRANGEMENTS	24
31.	HOURS OF WORK (Clause 24)	24
32.	INCLEMENT WEATHER (Clause 25)	26
33.	INDIVIDUAL FLEXIBILITY AGREEMENT—see ‘Award flexibility agreement (p. 18)	27
34.	INDUSTRY ALLOWANCE (Clause 17.2(a))	27
35.	JURY DUTY—see ‘Community service leave’ (p. 19)	27
36.	LEADING HAND ALLOWANCE (Clause 17.2(d))	27
37.	LIVING AWAY ON DISTANT WORK (Clause 17.6)	27
38.	LOCATION OF WORKSHOP OR DEPOT (CLAUSE 17.5(a)(ii))	28
39.	LONG SERVICE LEAVE	28

40.	MEAL ALLOWANCE (Clause 17.3(a))	32
41.	MEAL BREAK (Clause 27.1)	32
42.	MINIMUM (TEN HOUR) BREAK BETWEEN WORK ON SUCCESSIVE DAYS OR SHIFTS (Clause 27.4)	33
43.	MISCONDUCT	34
44.	MOTOR VEHICLE ALLOWANCE (Clause 17.5(b)).....	34
45.	MULTI-STOREY ALLOWANCE (Clause 17.4(a))	35
46.	BUILDING CODE 2016 - Australian Building and Construction Commission (ABCC) ...	35
47.	NOMINEE ALLOWANCE (Clause 17.2(e))	36
48.	OVERTIME (Clause 26).....	36
49.	PARENTAL LEAVE	39
50.	PART-TIME EMPLOYMENT (CLAUSE 10.2)	42
51.	PAYMENT OF WAGES (CLAUSE 22).....	43
52.	PAYROLL TAX—see ‘Taxation’ (p. 56).....	43
53.	PERSONAL/CARER’S LEAVE (Clause 29).....	43
54.	PUBLIC HOLIDAYS	43
55.	RATE FOR ORDERING MATERIALS (Clause 17.2(g)).....	48
56.	RECORD KEEPING REQUIREMENTS	48
57.	REDUNDANCY (Clause 15)	48
58.	REST BREAK (Clause 24.9)	51
59.	ROSTERED DAYS OFF (RDOs) (Clause 24.8)	51
60.	SERVICE CORE (Clause 17.4(a)(iv))—also see ‘Multi-storey allowance’ (p. 33)	51
61.	SEVERANCE PAY—see ‘Redundancy’ (p. 46).....	52
62.	SHIFT WORK (Clause 24.10-24.16).....	52
63.	SICK LEAVE—see ‘Personal/carer’s leave’ (p. 41).....	55
64.	SUPERANNUATION (Clause 23).....	55
65.	TAXATION	58
66.	TERMINATION NOTICE (Clause 14)—also see ‘National employment standards’ (p. 8) ..	59
67.	TOOL ALLOWANCE (Clause 17.2(b) and 17.3(c))	60
68.	TOWERS ALLOWANCE (Clause 17.4(b)).....	61
69.	TRAINING	61
70.	TRAVEL AND EXPENSES (Clause 17.5)—also see ‘Motor vehicle allowance’ (p. 33)	61
71.	UNION RELATED ISSUES	63
72.	WORKERS COMPENSATION	63
	APPENDIX 1 - AWARD CLASSIFICATIONS	64
	APPENDIX 2 - INDIVIDUAL FLEXIBILITY AGREEMENT	65

Unfair dismissal

An employer who has fewer than 15 employees will be exempt from unfair dismissal if the dismissal occurs within the first **12 months of employment**. The 15 employees are determined as a head count of all employees across the business and any associated entities.

Employers with 15 or more employees will be exempt from unfair dismissal if the dismissal occurs within the first **6 months of employment**.

Employees may still make a claim against the business if the termination is linked to unlawful reasons such as a workplace right, discriminatory grounds, taking sick/carer's leave, or making a complaint.

Records should be kept proving that the employer has cautioned, counselled and warned the employee, clearly expressing the option of termination if there is no improvement where the termination is due to conduct or performance etc.

Timeframes for lodging Unfair Dismissal Claims and General Protections Claims

From 1 January 2013 the timeframe for lodging an unfair dismissal claim or a general protections claim was changed to 21 days (previously 14 days for unfair dismissal claims and 60 days for general protections claims).

Enterprise agreements

All statutory agreements will be Enterprise Agreements, previously known as Collective Agreements. Under the laws:

- Employees can elect a bargaining representative. If the employee is a member of an employee organisation (i.e. union), that union becomes their default bargaining representative
- Agreements can operate for a period up to four years
- Agreements will continue to operate after nominal expiry date until terminated or replaced
- Agreements must contain provisions in relation to individual flexibility arrangements, dispute resolution and consultation about major workplace change
- With regards to greenfield agreements, the employer must contact the union/s their employees would be eligible to be a member of
- Good faith bargaining is a central component to agreement making
- Enterprise Agreements must be approved by the Fair Work Commission before they can commence operation
- Certain matters pertaining to the employment relationship can be included in enterprise agreements, e.g. deductions from wages for any purpose that is authorised by the employee, and
- Enterprise agreements are subject to the Better Off Overall Test (BOOT) prior to approval by the Fair Work Commission.

Employers and employees can still operate under the Modern Award or enter into common law contracts with their employees rather than create an enterprise agreement.

2. ENTERPRISE AGREEMENTS

The *Fair Work Act 2009* has no effect on collective agreements or individual agreements made prior to the commencement of the Act. These industrial instruments will continue to apply past their nominal expiry date until they are replaced, or an application is made to the Fair Work Commission to terminate the agreement.

Employee representation

Once there has been a determination that the majority of employees support negotiating the agreement, or where the employer agrees to bargain, the employees must be notified of their right to be represented within 14 days with a Notice of Representational Rights. Employees can appoint bargaining agents (e.g. unions, consultants or accountants) to represent them in negotiating an enterprise agreement. If an employee is a member of the union, the union becomes their default bargaining representative.

Good faith bargaining

The parties to a proposed enterprise agreement are obliged to bargain in good faith as per the Act. The good faith bargaining obligations require parties to:

- Attend and participate in meetings at reasonable times
- Disclose relevant information in a timely matter (although commercial in confidence material will be protected)
- Respond in a timely matter to proposals made by the other party
- Give genuine consideration to other parties' needs and provide reasons for responses
- Refrain from capricious or unfair conduct which undermines freedom of association or collective bargaining.

What if bargaining is not performed in good faith?

If bargaining is not performed in good faith, the Fair Work Commission may make a bargaining order requiring the bargaining representative to comply with certain requirements.

In circumstances where the bargaining representative does not comply with the bargaining order, the Fair Work Commission may make a serious breach declaration. A serious breach declaration may in turn lead to the Fair Work Commission making a bargaining related workplace determination, which will impose terms and conditions upon the employer and employees.

Enterprise Agreements under the *Fair Work Act*

The Fair Work Commission uses the Better Off Overall Test (BOOT) to assess enterprise agreements:

- Employees can elect to have a bargaining representative, which may be a Union or other person. A bargaining representative can apply to the Fair Work Commission to be a party to the agreement
- Agreements must specify a nominal expiry date (no more than 4 years duration)
- Agreements must contain provisions in relation to individual flexibility arrangements, dispute resolution and consultation about major workplace change
- In order to create Greenfield Agreements, the employer must contact the union/s their employees would be eligible to be a member of

- Good faith bargaining is a central component to agreement making
- Enterprise Agreements must be approved by the Fair Work Commission before they can commence in the workplace
- Matters pertaining to the employment relationship have been expanded to include union dues and deductions from salary.

Note: *Employers and employees must operate under the Modern Award if not operating under an enterprise agreement. Employers should also implement common law contracts with employees. Common law contracts cannot reduce the overall benefit of the Modern Awards (or enterprise agreement if one applies) and cannot contract out of any obligations under the National Employment Standards (NES).*

Step-by-step guide to the approval process

Step One

Once there has been a determination that a majority of the employees support bargaining for the agreement, or where the employer agrees to bargain, or initiates bargaining, the employees must be notified of their right to be represented. The employees must be notified of this right by way of receiving the Notice of Employee Representational Rights schedule as prescribed by the legislation, within 14 days of the bargaining commencing.

Step Two

The final agreement document must be presented to the employees and be available in full with all relevant attachments and appendices for a full seven days prior to the voting.

During the seven day period before voting for the agreement (the access period), the employer must ensure:

- Employees are given a copy of the agreement and any other materials incorporated by reference in the agreement, and have access to these documents throughout the seven day access period (e.g. Modern Award, *National Employment Standards*)
- The terms of the enterprise agreement and the effect of those terms have been clearly explained to the employees who will be covered by the agreement
- The relevant information is able to be understood by all employees (e.g. the information can be understood by young employees, employees without a bargaining representative and employees from culturally diverse backgrounds).

Prior to the seven day access period beginning the employer must also notify employees of:

- The time and place at which the vote will occur
- The voting method that will be used.

Step Three

Once the bargaining process has been completed, the employees will need to vote on the agreement in order for it to be approved.

A vote can only be held once the following two conditions are met:

1. The vote must be no sooner than 22 days since the last notice of representational rights has been given; and
2. The full and final agreement has been available to staff for a full seven days (the seven day access period).

These two timeframes can run concurrently however both conditions must be met before the agreement is voted on.

All employees who will be covered by the agreement can vote on it.

The above conditions do not apply to a *Greenfields Agreement* as those employees to be covered by the agreement have not yet been employed.

The agreement is made when:

- Single-enterprise agreement – a majority of the employees of the employer (or each single interest employer) who cast a valid vote endorse the agreement
- Multi-enterprise agreement – a majority of the employees of at least one of the employers, who cast a valid vote, endorse the agreement
- Greenfields agreement – it has been signed by each employer and each relevant employee organisation that the agreement covers.

Step Four

Once an enterprise agreement is made, a bargaining representative for the agreement must apply to the Fair Work Commission (FWC) for approval of the agreement within 14 days of the vote.

The application must be accompanied by:

- A signed copy of the agreement
- Any declarations that are required by the Fair Work Commission Rules or Regulations to accompany the application
- Any forms that are required (available on FWC website www.fwc.gov.au).

If you would like the Workplace Relations Department to lodge the agreement for you, please provide a signed copy of the agreement and the completed application forms within 14 days of the agreement being made.

Enterprise Agreements must pass the BOOT in order to be approved. However, the employer is still obligated to ensure that the minimum wage rates provided for by the agreement meet the minimum wage obligation under the relevant modern award.

3. THE FAIR WORK SYSTEM

The Fair Work system started on 1 July 2009 and was created by the *Fair Work Act 2009*. It covers the majority of private businesses in Australia.

Three bodies have roles in the system:

1. The Fair Work Commission
2. Fair Work Ombudsman
3. Fair Work Federal Divisions of the Federal Court and the Federal Circuit Court (previously known as the Federal Magistrates Court).

Sole traders and partnerships in Western Australia are NOT covered by the Fair Work System.

Functions of the various Fair Work bodies

The Fair Work Commission has the power to vary and review awards, make good faith bargaining orders, mediate dispute resolution, set minimum wages, approve enterprise agreements and determine unfair dismissal.

The Fair Work Ombudsman investigates complaints and contraventions of the workplace relations law.

The Fair Work divisions of the Federal Court and the Federal Circuit Court hear matters arising from workplace relations laws. The courts also have power to hear matters in relation to notice of termination and redundancy. The Fair Work Division of the Federal Circuit Court limit is \$20,000.

Industrial action

Industrial action remains protected in circumstances of good faith bargaining where the action has been approved by a secret ballot granted by the Fair Work Commission.

Industrial action by employees, such as strike action, is only protected where it is in support of bargaining for an enterprise agreement.

Right of entry

The union official must still:

- Hold a valid permit (issued by the Fair Work Commission)
- Give 24 hours notice
- Be entering the site for:
 1. Holding discussions with eligible employees, and
 2. Investigating suspected breaches of an industrial instrument.

A union official who is also a WHS permit holder may exercise rights under relevant State Occupational Health and Safety Legislations. Please note; if the union official is investigating a suspected health and safety breach, whether they are required to give notice prior to the entry will depend on applicable state and territory workplace health and safety legislation.

Transfer of business

The *Fair Work Act* has a very broad transfer of business rules. Industrial instruments will 'follow' employees who are considered 'transferring employees'.

For a transfer of business to occur, the following requirements must be met:

1. An employee's employment must be terminated by the old employer
2. Within three months of the termination, the employee must be employed by the new employer
3. The work that is performed by the employee, for the new employer, is the same or similar to the work previously performed by the employee for the old employer
4. There is a connection between the old employer and the new employer, which can occur by any of the following scenarios:
 - i A transfer of assets from the old employer to the new employer
 - ii. The old employer outsources work to the new employer
 - iii. The new employer ceases to outsource work to the old employer
 - iv. The new employer is an associated entity of the old employer.

National Employment Standards

On 1 January 2010, the ten *National Employment Standards (NES)* came into effect. The NES ensures that employees have a legislated safety net which cannot be stripped away. The ten national employment standards are:

1. A 38 hour week plus reasonable additional hours
2. The right to request flexible working arrangements
3. The right to 12 months unpaid parental leave and the right to request an additional 12 months unpaid parental leave which cannot be unreasonably refused
4. Annual leave of four weeks for full time employees and five weeks for shift workers
5. Ten days paid personal/carers leave, plus compassionate leave
6. Community service leave
7. Long service leave
8. Public holidays
9. Notice of termination and redundancy pay
10. All new employees must be provided with a 'Fair Work Information Statement'.

Fair Work Information statement

All employers are required to give the Fair Work Information Statement to all new employees. This document is available through the 'members only' section of the MEA website at masterelectricians.com.au

Modern Award

The Modern Award commenced on 1 January 2010 for, with employers progressively moving to the Modern Award depending on their business type. As of 1 February 2011, ALL employers have been covered by the Modern Award (excluding Partnerships and Sole Traders in Western Australia).

However in Queensland in some limited circumstances apprentices may have been covered by preserved Queensland conditions. See clause 3 on Apprentices in Queensland.

Exclusion from the Fair Work Act

Sole Traders and Partnerships in Western Australia are still covered by the Industrial Relations Act 1979 (WA). Therefore, Sole Traders and Partnerships in Western Australia are NOT covered by the Modern Award.

Paid parental leave

The Paid Parental Leave Scheme is applicable for eligible parents. Paid Parental Leave, including Dad and Partner Pay, is claimed through the Department of Human Services and a payment from the Federal Government.

See "Parental leave" for further information on both paid, and unpaid, parental leave or contact the Workplace Relations Department.

Right to Request Flexible Working Arrangements

The circumstances where employees can request flexible working arrangements has been extended to include a wider range of circumstances including employees:

- Who have caring responsibilities
- Who are parties of, or responsible for the care of, a school-aged child
- Who have a disability
- Who are 55-plus years old, and
- Who are experiencing domestic violence or providing support to immediate family or household members experiencing domestic violence.

Fair Work Commission Bullying Jurisdiction

Amendments to the *Fair Work Act 2009* introduced a new jurisdiction to allow employees who believe they have been bullied at work to make an application to the Fair Work Commission (FWC) for an order to stop it from 1 January 2014. The FWC must commence dealing with the matter within 14 days.

Consultation to Roster Changes

From 1 January 2014 employers will be required to conduct “genuine consultation” with employees with regard to changes to rosters or working hours. See the Consultation clause of this summary booklet for a general outline of the requirements of consultation.

Union Meetings

From 1 January 2014 where an employer and Union cannot agree where general discussions can be held, the union will have default use of the workplace lunchrooms. The FWC will, however, have the capacity to deal with disputes about the frequency of union entry to sites for discussion purposes.

For further information on any changes, please contact the Workplace Relations Department.

Compulsory Superannuation Contributions

From 1 July 2014 the compulsory superannuation contribution rate increased from 9.25 per cent to 9.5 per cent.

High Income Threshold

Each year the high income threshold is indexed. This amount is set for the financial year 1 July 2017 to 30 June 2018 at \$142, 000. A high income threshold is a guarantee of annual earnings. Items such as compulsory superannuation contributions and work related use of a motor vehicle are excluded from this earnings calculation.

Employees above the high income threshold, who would otherwise be covered by the award are excluded from the award provisions. However, they are still able to make an unfair dismissal claim. Employees who are not covered by the award system and are high income employees are excluded from making unfair dismissal claims.

Modern Award Summary Notes

4. ALL-PURPOSE ALLOWANCES

The Modern Award stipulates that certain allowances are “all-purpose” allowances. The all-purpose allowances form part of the employee’s ordinary weekly wage of the Modern Award and are part of the gross weekly ordinary all-purpose rates of pay (i.e. the rate used for calculation of personal/carer’s leave, overtime, annual leave, public holidays etc).

The all-purpose allowances of the Modern Award are:

- Industry allowance
- Tool allowance
- Electrician’s licence allowance
- Nominee allowance
- Rate for ordering materials
- Leading hand allowance.

5. ANNUAL LEAVE (Clause 28)

Employee annual leave entitlements are contained in the *National Employment Standards*. Employees are entitled to four weeks annual leave for each year of service. Continuous shift workers (see “Shift work” for the definition) are entitled to an additional one week’s annual leave for each 12 months service.

Annual leave accrues progressively throughout the year, based on the employee’s ordinary hours of work. A full-time employee will accrue annual leave based on a maximum of 38 hours per week.

The employee shall be entitled to annual leave on full pay (i.e. the amount the employee would have received had they not been on annual leave - excluding overtime, special rates, travel and fares).

Directing employees to take leave

The employer can only direct the employee to take annual leave when the employee has at least eight weeks accrued (or in the case of continuous shift workers ten weeks). The employer must give the employee 28 days written notice of this direction.

The employer cannot direct an employee to take more than 25 per cent of their accrued leave.

For example, if an employee has eight weeks of annual leave accrued, the employer can only direct the employee to take a maximum of two weeks leave with 28 days written notice.

Leave in advance (Clause 28.7)

An employer and employee may agree for the employee to take annual leave in advance. This agreement should be in writing and signed by both parties and a copy kept with the employee’s time and wages records.

If an employee takes leave in advance, and the employment is terminated by either party before that leave is accrued, the employer may deduct from the employee’s termination pay an amount equal to the non-accrued leave taken.

Annual leave loading (Clause 28.3)

Employees are entitled to a leave loading of 17.5 per cent on annual leave. This leave loading is also payable on annual leave paid out on termination. However, an employee dismissed for reasons of malingering, inefficiency, neglect of duty, misconduct or refusing duty is not entitled to be paid the leave loading on termination.

Note: *It is MEA’s opinion that if an employee is paid in excess of 17.5 per cent above the Modern Award rate, **and it is written into an employment contract**, industrial instrument (e.g. enterprise agreement), or award flexibility agreement, that their wage rate includes annual leave loading, and the employee is not entitled to be paid leave loading when leave is taken or upon termination.*

Electronic funds transfer (EFT) payment of annual leave

An employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

Excessive leave accruals: general provision

IMPORTANT CHANGE: An employer can no longer simply give notice of 28 days to require an employee to take leave.

An employer must consult with the parties must genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

The following additional provisions have now been included in the award:

Direction by employer that leave be taken

Where an employer has tried to reach agreement with an employee but agreement is not reached the employer may direct the employee in writing to take periods of paid annual leave.

However, the direction must:

- i. Ensure that there is a remaining balance of 6 weeks annual leave
- ii. The period of annual leave cannot be less than one week
- iii. Must give at least 8 weeks, but not more than 12 month's notice, and
- iv. Must not be inconsistent with any other leave arrangements in place; such as, some new agreement to take leave at an earlier time.

Request by employee for leave

This clause comes into operation from 29 July 2017.

Where an employee has genuinely tried to reach agreement with an employer but agreement is not reached the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

However, notice to the employer must:

- i. The employee has had an excessive leave accrual for more than 6 months at the time of giving the notice
- ii. The employee has not been given a direction to take excessive leave accrual
- iii. Ensure that there is a remaining balance of 6 weeks annual leave
- iv. Take any period of paid annual leave of less than one week, or
- v. Must give at least 8 weeks, but not more than 12 month's notice
- vi. Be inconsistent with any leave arrangement agreed by the employer and employee,
- vii. Request cannot be more for than 4 weeks' paid annual leave (or 5 weeks' for a shiftworker) in any period of 12 months.

Cashing out of annual leave

The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

The employee's remaining accrued entitlement must be at least 4 weeks.

Parties must enter into a written agreement to cash out subject to the following:

- i. The number weeks to be cashed out (max 2) and the amount payable
- ii. The date on which the payment is to be made
- iii. If the employee is under 18 years of age the agreement must be signed by the employee's parent or guardian

- iv. Must be the amount that would have been payable had the employee taken the leave at the time, and
- v. The employer must keep a copy of the agreement.

An employer must not exert undue influence or undue pressure on an employee to cash out.

The example form from the award can be used as a guide to the above agreement.

Taking annual leave during close-downs (Clause 28.4)

An employer must provide at least 2 months written notice to employees who will be subject to a Christmas-New Year close-down. Employees can be directed to take annual leave during the close down period. If an employee does not have enough annual leave accrual to cover the period of close down the employer and employee may agree for the employee to take leave in advance, otherwise it is unpaid leave.

Employees still need to be paid for public holidays that fall during the close-down.

Note: *Close-down means a period of not less than two (2) consecutive weeks and not more than four (4) consecutive weeks, inclusive of public holidays.*

Entitlement to an extra week of annual leave

Precedent from disputes before the Commission determined that 'regularly works weekends and public holidays' for the purposes of the entitlement to an extra week of annual leave for a shiftworker is considered to be 34 Sundays and 6 public holidays over the course of a year.

Pro-rata annual leave on termination

A full-time employee is entitled to 2.923 hours of annual leave for each completed week of continuous service. The pro-rata calculations used for periods of employment under 12 months are:

- The pro-rata formula for part-time employees annual leave is $2.923/38 \times \text{number of hours worked}$
- The formula to use when determining a full-time employee's pro-rata annual leave:
Number of weeks completed service \times 2.923 hours.

6. APPRENTICES (Clause 12)

State or territory legislation to apply to apprentices (Clause 12.1)

The terms of the Modern Award will apply to apprentices, except where it is otherwise stated, or where special provisions are stated to apply. Apprentices may be engaged in the following trades or occupations:

- Electrical
- Instrumentation
- Electronic/communications
- Refrigeration air-conditioning
- Power lines work and cable jointing.

In order to undertake an apprenticeship, the apprentice must have a contract of apprenticeship, or a training agreement in accordance with the requirements of the apprenticeship authority or state legislation.

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

It is also recommended to have a letter of appointment and common law contract in place in addition to the training agreement. The common law contract should specify the apprentice's hourly rate, ordinary hours of work, and any other employment conditions not covered by the training contract.

NOTE: An employer needs to have a training contract in place in order to pay apprentice rates of pay. Some states do not allow, or have limited, back dating of the training contract. Sometimes apprentices are dismissed before they have been signed up to the apprentice contract.

In these circumstances the employer is obligated to pay the minimum rate of pay for a labourer or trades assistant for their employment.

Variation of apprenticeship

The period of an apprenticeship will be four years. The period may only be varied with approval of the apprenticeship authority.

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

The probationary period of an apprentice must not exceed three months unless the department responsible for training in your state has approved a longer probationary period.

Payment when Apprentice attends TAFE

Apprentices are to be paid wages for ordinary hours spent at TAFE. Further, from 1 January 2014 changes were made to the Modern Award outlining that where an apprentice is required to attend block release training as part of their training contract, and that journey to the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. There is no requirement to pay for accommodation at the block release training.

Payment of TAFE fees (Clause 12.6)

If the apprentice is presenting reports of satisfactory progress, the employer must reimburse the apprentice for all fees paid to their technical college, school, registered training organisation or TAFE training institution, less any amount paid to the apprentice for reimbursement of these fees by government.

Reimbursement for TAFE fees paid may be available to employers. Please contact the apprenticeship authority in your State for further information.

The employer must also pay the apprentice for any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with their training contract.

Reimbursement of TAFE fees and text books must be made within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship.

Hours of work

- A full-time apprentice's ordinary hours of work must not exceed 38 per week
- A part-time apprentice's ordinary hours of work must be stated in the contract and must be less than 38 per week
- The ordinary hours of employment of apprentices must not exceed those of the relevant tradesperson
- No apprentice under the age of 18 will be required to work overtime or shift work unless they so desire
- No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement
- No apprentice will work under a system of payment by results.

Please note: there is no such engagement as a 'casual apprentice'; further, an apprentice can only be paid as such if they are under a registered training contract.

Apprentices attending technical college on a rostered day off

An apprentice who attends technical college on a rostered day off must be given another ordinary working day off in substitution, which is to be taken in the current or next succeeding work cycle.

Employment of minors (Clause 12.12)

- An employer must not employ minors in any trade covered by the Modern Award where an apprenticeship could be otherwise engaged
- A minor may be taken on as a probationary apprentice for three months and if they are signed up to commence an apprenticeship, those three months will count as part of their apprenticeship.

Effect on period of apprenticeship of lost time

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

When calculating the extra time to be served, any overtime worked in excess of the apprentice's ordinary hours during the relevant year will be credited as time served in the apprenticeship.

Adult apprentices (Clause 16.4(b))

An adult apprentice means a person of 21 years of age or over at the time of entering into a training contract to a trade within the scope of the award.

An apprentice who turns 21 during their apprenticeship does NOT become entitled to adult apprentice rates of pay.

Employment as an adult apprentice

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

Where a person has been employed by the employer immediately prior to commencing their adult apprenticeship, for at least six months as a full time employee, or 12 months as a part-time or regular and systematic casual employee, that person must not suffer a reduction in their minimum wage by virtue of commencing their adult apprenticeship.

Training credits

The training to be completed by an adult apprentice will be determined by the relevant state training authority through its approved agencies. Training credits may be granted for relevant working experience and education obtained by the apprentice.

School-based apprentices (Schedule E)

Relevant minimum wages for full-time junior apprentices apply to school-based apprentices.

School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice. The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice. Off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

School-based apprentices are entitled on a pro-rata basis to all other entitlements in the Modern Award.

Payment for off-the-job training (Clause E.4)

The time spent in off-the-job training for which the school-based apprentice must be paid is equivalent to 25 per cent of the actual hours worked each week on-the-job. For example, if the apprentice works eight hours on-the-job the apprentice is entitled to be paid two hours toward time spent in off-the-job training.

MEA is aware that an apprentice may not attend off-the-job training each week and therefore suggests that this can be administered in two ways:

1. Pay the apprentice an additional 25 per cent of the actual hours worked each week. This automatically covers payment for off-the-job training; when the apprentice does attend off-the-job training they will not receive any wages payment.
e.g. An apprentice works 16 hours in a week; their training payment will be 4 hours.
Note: It should be expressed that this payment is a 'training payment' and not part of the employee's ordinary hours.
2. The hours for off-the-job training time may be averaged over the semester or year based on 25 per cent of the actual hours worked, and paid to the apprentice when they actually attend off-the-job training.

Apprentice allowances and minimum wages (Clause 16.4)

1. Junior apprentice minimum wages (Clause 16.4(a))

Junior apprentices will be paid the percentages of the minimum wage rate for the electrical worker grade 5 classification as set out below.

Apprentices who commenced their training contract **before** 1 January 2014

YEAR OF APPRENTICESHIP	PERCENTAGE
1st year	N/A
2nd year	N/A
3rd year	70
4th year	82

Apprentices who commenced their training contract **on or after** 1 January 2014

YEAR OF APPRENTICESHIP	APPRENTICES WHO HAVE NOT COMPLETED YEAR 12 PERCENTAGE	APPRENTICES WHO HAVE COMPLETED YEAR 12 PERCENTAGE
1st year	50	55
2nd year	60	65
3rd year	70	70
4th year	82	82

In addition, apprentices will be paid:

The full amount of the:

- Tool allowance (Clause 17.2(b))
- Fares (start/finish on job) allowances (where applicable) (Clause 17.5(d)).

The percentages shown above of the:

- Travel time allowance (Clause 17.5 (c))
- Industry allowance (Clause 17.2 (a))
- Electrician's licence allowance (Clause 17.2(c)).

Any other special allowances in the Modern Award and allowances for travel and expenses will be paid to apprentices on an 'as incurred' basis at the full rate specified in the allowance clauses.

2. Adult apprentices minimum wages (Clause 16.4(b))

Adult apprentices will be paid the percentages of the minimum wage rate for the electrical worker grade 5 classification as set out below.

Note: Queensland adult apprentices ceased to operate at 1 January 2015.

However, an employee cannot suffer a unilateral reduction in their wages, as such it is MEA's recommendation that these Queensland adult apprentice wages should be treated as "frozen" at the applicable rate as at 31 December 2014, until such time that the applicable rate is higher.

YEAR	FROZEN RATE	PERCENTAGE
1st year	N/A	The last date to enter into an adult apprentice under these conditions would be 31 December 2013. At 1 January 2015 no adult apprentice can be 1st year as wage progression is time based.
2nd year	N/A	
3rd year	\$18.18	
4th year	\$19.45	On completion of apprenticeship, if the apprentice is offered ongoing employment they will be entitled to tradesperson rates.

Adult apprentices (all states and territories) who commenced their training contract **on or after** 1 January 2014

YEAR OF APPRENTICESHIP	PERCENTAGE
1st year	80 per cent of the minimum wage rate for Electrical Worker Grade 5
2nd year	EW1 (87%)
3rd year	EW1 (87%)
4th year	EW1 (87%)

In addition, apprentices will be paid:

The full amount of the:

- Tool allowance (Clause 17.2(b))
- Fares (start/finish on job) allowances (where applicable) (Clause 17.5(d)).

The percentages shown above of the:

- Travel time allowance (Clause 17.5 (c))
- Industry allowance (Clause 17.2 (a))
- Electrician's licence allowance (Clause 17.2(c)).

Any other special allowances in the Modern Award and allowances for travel and expenses will be paid to apprentices on an 'as incurred' basis at the full rate specified in the allowance clauses.

Apprentices in Queensland Only – Preserved Conditions

In some limited circumstances in Queensland, apprentices (both existing and new) **were previously** covered by the old *Queensland Electrical Contracting Industry Award 2003* and Queensland Training Orders, rather than the Modern Award. For this to be the case the business must meet certain criteria.

For Constitutional Corporations (e.g. Pty Ltd Companies) the following requirements must be met:

1. The company was constituted prior to 27 March 2006; and
2. The company directly engaged an apprentice prior to 27 March 2006; and
3. The company directly engaged an apprentice at 31 December 2009.

If the business can answer yes to all three questions then apprentices remain covered by the old *Queensland Electrical Contracting Industry Award* and Queensland Orders, rather than the Modern Award.

For Partnerships and Sole Traders the following requirements must be met:

1. Business started prior to 1 January 2010; and
2. The business engaged an apprentice under the *Queensland Electrical Contracting Industry Award 2002* and directly engaged an apprentice immediately prior to 1 January 2011.

In August 2016 a decision by the Fair Work Commission, which highlighted the complexity of this area has determined that these arrangements, in most circumstances, have ceased effect from 1 January 2014.

This decision was appealed but the original decision was upheld. The Fair Work Ombudsman has since changed their position as a result.

This decision will have possible ramifications for a range of employers who were bound to the preserved conditions and have unwittingly continued to pay under this structure.

Given the complexity of the issue each situation will need to be assessed in order to determine what ramifications.

The result of this decision is that all Queensland employers should now be paying under the modern award structure for their apprentices. The further impact of this decision is that these apprentices should have in fact been paid under these arrangements from 1 January 2014. There is a last ditch effort by the employer parties for the decision to be overturned by the Federal Court which is due to be heard in August/September 2017 with a decision likely to be reserved.

If this situation applies to you please contact the Workplace Relations Team.

7. AVAILABILITY FOR DUTY—see ‘Overtime’ (p. 36)

8. AWARD FLEXIBILITY AGREEMENT*

The Modern Award allows an employer and employee to vary the application of terms of the Modern Award on matters relating to:

- Arrangements for when work is performed
- Overtime rates
- Penalty rates
- Allowances
- Leave loading.

** This agreement may be referred to as an Award Flexibility Agreement or an Individual Flexibility Agreement.*

A sample of an *Individual Flexibility Agreement* can be found in Appendix 2.

The *Individual Flexibility Agreement* **must** result in the employee being better off overall. A copy must be given to the employee and another kept as a time and wage record.

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

The *Flexibility Agreement* can be terminated by one party giving the other party thirteen weeks written notice or at any time where there is mutual consent.

9. **BEREAVEMENT LEAVE**—see ‘Compassionate leave’ (p. 21)

10. **CALL-BACK AND CALL-OUTS**—see ‘Overtime’ (p. 36)

11. **CARERS LEAVE**—see ‘Personal/carers leave’ (p. 43)

12. **CASUAL EMPLOYMENT (Clause 10.3)**

A casual employee is engaged and paid as such. A casual employee receives a loading of 25 per cent on top of their ordinary rate of pay instead of the employee accruing annual leave, personal/carers leave, notice of termination, redundancy benefits or other attributes of full-time or part-time employment.

Caution: *Casual employees are entitled to overtime if they have to work over 38 hours per week or outside the ordinary work times of 6am to 6pm Monday to Friday.*

Further, the Fair Work Ombudsman has recently given the view that unless the employer has a specific agreement in writing with the employee the ‘ordinary day’ for a casual employee is set at 8 hours.

Parties can agree to work up to 12 ordinary hours in a day.

Public holidays are not paid for casuals unless these days are actually worked.

Casual conversion to full-time or part-time employment

Casual employees (other than irregular casual employees) are able to elect for their employment contract to be changed to a full-time or part-time employment contract after being engaged for six months on a regular and systematic basis under this Award.

The casual employee must be given written notice of their option to convert to part-time or full-time employment within four weeks of the employee having reached the period of six months engagement.

If the casual employee does not accept the opportunity to convert to full-time or part-time within four weeks of receiving the written notice, they are deemed to have elected against the conversion. They are entitled to a future opportunity to convert without the agreement of the employer.

The employee can, however, give four weeks written notice to the employer that they seek to have their employment basis changed even if they originally declined the conversion. The employer must respond within four weeks of receiving this notice and must not reasonably refuse the conversion of the casual employee to full-time or part-time employment.

13. **CLASSIFICATIONS (Clause 16 and Schedule B)**

See Appendix 1 for a brief description of the classifications.

Under the Modern Award, wage rates are classified based on duties and qualifications required to perform those duties. Seniority is not a consideration. Wage classifications are named from electrical worker one to ten.

The classification that an employee will be categorised at is dependent on their qualifications, as well as the tasks that they are engaged to perform. To progress to higher levels above grade 5 (Tradesperson) the employee needs to complete recognised training.

Please note: An employee can be paid in excess of the award rate without this affecting their classification.

There are no junior rates of pay under the *Electrical, Electronic and Communications Award 2010* with the exception of apprentices.

For further information regarding the classifications please contact the Workplace Relations Department on 1300 889 198.

14. CLERICAL EMPLOYEES

Clerical and administration employees are covered by the *Clerks - Private Sector Award 2010*.

15. CODE COMPLIANCE—see ‘Building Code - Fair Work Building Construction’ (p. 35)

16. COMMENCEMENT DATE (Clause 2)

The Modern Award commenced on 1 January 2010. Most employers became covered by the Modern Award from this date, however Partnerships and Sole Traders in QLD, NSW, SA and TAS did not change over to the Modern Award until 1 February 2011.

17. COMMON LAW EMPLOYMENT CONTRACTS

An employment contract is a formal and legal agreement between an employee and the employer. The employment contract specifies the terms and conditions of the employee's employment.

Prior to commencement, all new employees (including apprentices) should sign a written employment contract. A verbal employment contract can be a liability to the company as you could be subjected to a wage claim due to lack of clarity or disputes; these misunderstandings are fairly common and more often than not an employer is in a situation where they are forced to pay to correct the misunderstanding.

The common law employment contract should contain the conditions of employment (i.e. hours of work, overtime arrangements, employment status), a position description, leave entitlements, probationary period, salary or hourly rate (and reviews) and termination arrangements.

Common law employment contracts, as a minimum, must meet or exceed the conditions in the applicable award. For a sample of a common law employment contract free-of-charge, please contact the Workplace Relations Department on 1300 889 198.

18. COMMUNITY SERVICE LEAVE (Clause 30)

As per the *National Employment Standards*, community service may include:

- Jury service
- Carrying out voluntary emergency management activities.

Employees are required to notify their employer as soon as reasonably practicable of the date and expected period of absence when they are required to attend community service. The employee may be required to provide their employer with reasonable proof of their absence and any monies received from community service leave.

Employers are required to make up the wage of employees when on jury service, excluding casuals. This means the employer will have to make up the difference between the amount paid to the employee while on jury service and the amount the employee would have ordinarily received if the employee was not absent on jury service (up to a maximum of 10 days).

19. COMPANY POLICIES

Employers should consider developing a suite of company policies and procedures. Company policies and procedures should be provided to, and discussed with all employees.

Company policies and procedures are a good way of instructing employees on company requirements and expectations, e.g. procedures for paperwork, use of company vehicles, mobile phones, tools, use of email/internet and sexual harassment policies etc. The employee should sign the policy indicating their understanding and commitment to abide by the policy.

For sample policy and templates please contact Workplace Relations. For ME Safety Essential and Pro packages include these policies and templates.

Master Electricians Safety, an initiative of MEA, has also developed policies and procedures.

Please note: A company policy is not a replacement for reasonable management action. In addition, it is not necessary that every aspect of the employment relationship should be covered by a policy statement.

20. COMPASSIONATE LEAVE (Clause 29)

An employee is entitled to two days compassionate leave when a member of the employee's immediate family or a member of the employee's household:

- Contracts or develops a personal illness that poses a serious threat to his/her life
- Sustains a personal injury that poses a serious threat to his/her life, and
- After the death of a member of the immediate family.

The following people are defined as members of an employee's immediate family:

- A spouse, de-facto partner, child, parent, grandparent, grandchild or sibling of the employee
- A child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.

For permanent employees this leave is paid by the employer. **No deductions are made from the employee's leave accruals for this leave.**

For casual employees this leave is unpaid.

21. COUNTRY WORK—see 'Living away on distant work' (p. 27)

22. CONSULTATION REGARDING WORKPLACE CHANGE (Clause 8)

The employer has a duty to notify employees and their representatives (if any) when introducing major changes to the production, program, organisation, structure or technology in the workplace where this will have significant effect on employees (e.g. redundancy).

The employer also has a duty to discuss the change with the affected employees and their representatives (if any), including measures to avert or minimise the adverse effects on employees. For the purposes of the discussion, the employer must provide all of the employees concerned and their representatives (if any) a written copy of all of the relevant information regarding the proposed changes and the effect these changes will have on the employees.

It is important that as a part of the consultation the employees are able to put their ideas or alternatives forward and the employer must ensure prompt consideration of these.

Please note that consultation is a mandatory requirement as a part of the redundancy process, regardless of the size of the business.

23. CRIB BREAK—see ‘Overtime’ (p.36) or ‘Shift work’ (p.52)

24. DISCIPLINARY PROCEDURES

For general information see the “Managing Dismissals Guide” in the Workplace Relations Guides which can be found on the ‘Member’s only’ section of the MEA website at masterelectricians.com.au. However, we recommend you contact the MEA Workplace Relations Department on 1300 889 198 prior to dismissing an employee to discuss the process you have undertaken. This service is part of the membership fees for all Master Electrician Members.

In order to avoid an unfair dismissal determination (and to enable your business to defend a claim if an employee makes one) the employer must ensure that any disciplinary procedure be conducted with procedural fairness. Disciplinary processes should involve:

- An appropriate investigation of the issues/conduct
- An invitation to a meeting to raise the issue with the employee
- Allowing the employee to have a support person present at the discussion, if requested
- Giving the employee an opportunity to respond to the allegations/issues

Where the issue is performance related a warning must have been issued prior to termination, MEA recommends that the employer:

- Develops an action plan regarding the resolution of the problem, and allow the employee an opportunity to improve
- Puts the minutes of the meeting, along with any official warning into writing and get the employee to sign as acknowledgement of the document. However, even if the employee refuses to sign the letter, the warning is still valid.

25. DISMISSALS

See also “Termination Notice” in this document and the “Managing Dismissals Guide” in the Workplace Relations Guides which can be found on the ‘Member’s only’ section of the website at www.masterelectricians.com.au

Exemption from Unfair Dismissal Claims – Minimum Employment Period

Employees who are dismissed within their minimum employment period are not eligible to make an unfair dismissal claim. The length of the minimum employment period is dependent

on the number of employees the employer has:

- Fewer than 15 employees doing a straight head count = 12 months minimum employment period
- 15 or more employees doing a straight head count = 6 months minimum employment period.

Process for making an unfair dismissal claim

Employees have to lodge their application to the Fair Work Commission within 21 days of the termination date.

In assessing the unfair dismissal claim, the Fair Work Commission require a written application from the applicant (the employee). The respondent (employer) is then required to complete a written response (MEA can assist members with this).

The matter is then scheduled for a conciliation conference via telephone. A Fair Work Commission Conciliation is appointed to facilitate discussions between the parties in an attempt to assist parties to reach a settlement. If the matter is not settled at conciliation the matter is scheduled for a Hearing.

Who cannot lodge an application for unfair dismissal?

Unfair dismissal does not apply if the employee is:

- A seasonal worker
- Engaged under a contract of employment for a specified period or a specified task
- A trainee / Apprentice whose employment ceases at the conclusion of the training contract
- Earning more than the high income threshold of \$142,000 (as of 1st July 2017) and not covered by a modern award or enterprise agreement
- Terminated due to a genuine redundancy, however, a process still needs to occur in this case.

The Fair Work Commission's considerations in determining if a dismissal is unfair

In assessing the termination of employment the Fair Work Commission will consider:

- If there was a valid reason for the dismissal which relates to the capacity or conduct of the employee including safety and welfare issues
- Whether the employee was notified of the reason and given an opportunity to respond in relation to their capacity or conduct
- Whether there was the ability for the employee to have a support person present in any discussions
- Whether the person had actually been warned about their performance (if the dismissal relates to unsatisfactory work performance)
- The size of the employer's business and whether the employer has a human resources department.

Small business employers can refer to and comply with the Small Business Fair Dismissal Code which is available on the 'Member's only' section of the website at masterelectricians.com.au. However, it should be noted that this Code does not prevent an application against the business and may not be a sufficient defence in itself.

General Protections Claims

An employee cannot be dismissed for exercising a workplace right.

A person has a workplace right if they:

- Have a benefit, role, or responsibility under a workplace law (e.g. The Fair Work Act or state/territory workers' compensation legislation), instrument (e.g. an award or registered agreement) or an order made by an industrial body (e.g. the Fair Work Commission)
- Can start or take part in a process or proceeding under a workplace law or instrument
- Can make a complaint or inquiry about their employment to a body, and
- Are an employee and can make a complaint or inquiry about their employment, e.g. an employee making an enquiry about their pay to their employer.

While an employer might not overtly make statements or give reasons that they are terminating an employee for a protected reason the context and circumstances of a dismissal can give rise to one of these 'general protections' claims.

In a general protections claim it is the employer's responsibility to demonstrate that they have not dismissed the employee for a protected reason, this is called a 'reverse onus of proof'. If you are considering dismissing an employee please contact the Workplace Relations Department on 1300 889 198.

26. DISPUTE RESOLUTION (Clause 9)

The first step is for the parties to try and resolve the matter through workplace discussions with supervisor/s and then if it is not resolved, with more senior levels of management. If the matter cannot be resolved, then the dispute may be referred to the Fair Work Commission.

If the matter remains unsettled, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure settlement of the matter.

Recent case law has illustrated the importance of utilising the dispute resolution clause in enterprise agreements and the Modern Award. Often, termination of employment was found to be unfair, or employment contracts breached, because the dispute resolution clause was not followed.

27. ELECTRICAL DISTRIBUTION LINE MAINTENANCE AND TREE CLEARING ALLOWANCE (Clause 17.2 (f))

An allowance of 7.7 per cent of the standard weekly rate per week (\$62.30 per week) is paid when the employee is required to do tree clearing and work associated with the maintenance of electrical distribution lines.

28. ELECTRICIAN'S LICENCE ALLOWANCE (Clause 17.2(c))

An all purpose weekly allowance of 3.6 per cent of the standard weekly rate per week (\$29.13 per week) is paid to an employee who holds, and in the course of employment, is required to use an unrestricted licence.

Under Clause 16.4(a)(ii), an apprentice is also entitled to a percentage of this allowance based on the year of their apprenticeship.

29. FIRST AID ALLOWANCE (Clause 17.3(b))

An allowance of 2.1 per cent of the standard weekly rate per week (\$16.99 per week) shall be paid to the appointed first aid attendant who holds the appropriate first aid qualifications.

30. FLEXIBLE WORK ARRANGEMENTS

This entitlement is provided for by the *National Employment Standards*.

There is a wide range of circumstances where an employee can request flexible working arrangements, including employees:

- Who have caring responsibilities
- Who are parents of, or responsible for the care of, a school-aged child
- Who have a disability
- Who are 55-plus years old
- Who are experiencing domestic violence or providing support to immediate family or household members experiencing domestic violence.

The request can be made by employees who have completed at least 12 months service and must:

- Be in writing
- Set out the details of the change and the reasons for the change.

Within 21 days of the employee making the request for flexible working arrangements, the employer must provide the employee with a written response stating whether they accept or refuse the request. If the request is refused then the employer must include the reasons for the refusal.

Note: *The request for flexible working arrangements can only be refused on reasonable business grounds.*

What are reasonable business grounds?

Without limiting what reasonable business grounds are, the following is a non-exhaustive list:

- That the new working arrangements requested by the employee would be too costly for the employer
- That there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee
- That it would be impracticable to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee
- That the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity
- That the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

31. HOURS OF WORK (Clause 24)

Full time employees can work a maximum of 38 ordinary hours per week. The employee's ordinary working hours must be arranged between 6am and 6pm Monday to Friday. It is recommended to have the ordinary hours of work specified in the employment contract (see "common law contracts").

Normal start and finish times must be set at commencement. Variations can be made but

agreement should be expressed in writing. The ordinary hours shall be an average of 38 hours per week to be worked on the following basis:

- 38 hours within a work cycle not exceeding 7 consecutive days
- 76 hours within a work cycle not exceeding 14 consecutive days
- 114 hours within a work cycle not exceeding 21 consecutive days
- 152 hours within a work cycle not exceeding 28 consecutive days

Where the award states that the 38 hours per week may be averaged it means, the arrangement of ordinary hours should be set over the week in one of a number of ways. For example:

- 5 days each with 7.6 hours
- 5 days each with 8 hours. 0.4 hours each 8 hour work day banked for an RDO every 4 weeks
- 5 days each with 8 hours per day. No RDO agreement, the employee is paid the appropriate overtime rates for the additional 2 hours each week
- 4 days each with 8 ordinary hours and 1 day with 6 ordinary hours
- 3 days each with 10 ordinary hours and 1 day with 8 ordinary hours

An average of 38 hours does not mean that an employer is able to 'shuffle' the hours of work provisions from one day to the next.

If an employer wishes to 'balance out' long working days with short working days the employer and employee can agree to a TOIL system. See 'overtime' for more information.

Note: Under the Modern Award employees can work up to 12 ordinary hours in any one day by agreement between the employer and majority of employees. Variations may exist if you have an enterprise agreement in place.

Work performed outside the ordinary hours stipulated by the award will be overtime and the expression 'average of 38 hours per week' does not mean an employer can 'balance out' the hours of work each week where longer days and shorter days occur. By default, a working week is made up of five 7.6 ordinary hours.

Employees need to receive a minimum payment of 7.6 hours per day and overtime rates for work performed in excess of these hours paid at overtime penalty rates.

32. INCLEMENT WEATHER (Clause 25)

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

The employer, when requested by the employees, or their representatives, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not inclement weather applies.

If an employee cannot be usefully employed due to inclement weather, they can be transferred to an unaffected site.

Further, a situation where an employee is prevented from attending work because they are 'cut off' by an event or they need to attend to damage does not fall within the meaning of inclement weather.

Important note: Employees are entitled to be paid for ordinary time lost due to inclement weather. Employees will not be entitled to payment for lost time due to inclement weather where the provisions of Clause 25 of the Modern Award have not been observed.

33. INDIVIDUAL FLEXIBILITY AGREEMENT—see ‘Award flexibility agreement’ (p. 18)

34. INDUSTRY ALLOWANCE (Clause 17.2(a))

An all-purpose allowance of 3.7 per cent of the standard weekly rate per week (\$29.94 per week) is paid as compensation for the following disabilities associated with on-site work including:

- Climatic conditions when working in the open on all types of work
- The physical disadvantage of having to climb stairs or ladders
- The disability of dust and fumes blowing in the wind, brick dust and drippings from newly poured concrete
- Sloppy or muddy conditions associated with the initial stages of on-site construction work
- The disability of working on all types of scaffolding, excluding swing scaffolding
- The lack of usual permanent amenities associated with factory work.

Note: The Industry allowance is to be paid at all times to all employees under the modern award, even when not working ‘on-site’.

35. JURY DUTY—see ‘Community service leave’ (p. 20)

36. LEADING HAND ALLOWANCE (Clause 17.2(d))

A leading hand means an employee specifically appointed to be in charge of three or more employees.

A leading hand shall be paid:

NUMBER OF EMPLOYEES IN CHARGE OF	PERCENTAGE OF WEEKLY STANDARD RATE	AMOUNT
3 to 10 employees	4.3%	\$34.79 per week
11 to 20 employees	6.0%	\$48.55 per week
More than 20 employees	8.1%	\$65.54 per week

37. LIVING AWAY ON DISTANT WORK (Clause 17.6)

Employers must provide employees with reasonable board and lodging, or pay a living away from home allowance of \$478.91 per week.

If the employee is required to live away from home on distant work for less than a week, then the employer is responsible for all reasonable expenses, but not exceeding \$478.91.

For all meals not included in the cost of fares and accommodation arranged by the employer, an allowance of \$15.03 per meal is required to be paid to the employee. The employer must ensure that the employee is either provided with a meal, or paid a meal allowance, for 3 meals a day that the employee is away for work (i.e. breakfast, lunch and dinner).

The modern award outlines the standard of board and lodging to mean lodging in a well kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room (for one employee) if a single room is not available, with hot and cold running water.

There is no incentive/inconvenience allowance for employees on distant work. The award only provides for a minimum safety net relating to expense related items.

38. LOCATION OF WORKSHOP OR DEPOT (CLAUSE 17.5(a)(ii))

Employers must notify their employees in writing of the location of the employee's workshop or depot. This location must be recorded in the employee wage records and/or service records.

An employer must not have more than one registered office or depot within a 50km radius.

Note: The employee's workshop or depot can only be changed by giving the employee 14 days notice of a change to the location of the registered office, workshop or depot due to genuine operation requirements. An employer cannot change the location for the purpose of avoiding paying travel provisions.

39. LONG SERVICE LEAVE

What is Long Service Leave?

Long service leave (LSL) is an entitlement granted to employees for 'long service' to an employer. The entitlement to long service leave is covered by state and federal legislation, awards and agreements.

What is Portable LSL?

Portable long service leave is where service is recorded in a particular industry rather than continuous employment with a single employer. **Employers must register their eligible employees** with the scheme and report/contribute on their service. Once the employee has completed the required service they are entitled to take LSL. The funds from the scheme will offset the employer's payment obligations either through a direct payment to the employee or by reimbursement to the employer.

The coverage of the portable LSL schemes is very broad. While the business may not consider itself in the 'construction industry' based on its work and customer base, the LSL scheme coverage determines the applicability. Registration to a scheme is mandatory. Exclusions are limited.

Please note: Portable LSL schemes do not apply for office staff. The employer is responsible for accruing and paying LSL for these clerical/admin employees.

Who is entitled to LSL?

All employees including casuals are entitled to LSL, subject to certain conditions. An employee's entitlement to LSL varies from state to state and it is important to check the relevant legislation or industrial instrument to ensure compliance. Contact the Workplace Relations Team to discuss.

What is the employee's rate of pay while on LSL?

LSL is generally paid at the employee's ordinary rate at the time of taking the leave however some states may average the rate of pay over certain periods. Please check with your state's scheme for specific information. Contact details for each state and territory body are included below. Contact the Workplace Relations Team to discuss your obligations.

When an employee is on LSL does the employer still need to contribute superannuation?

While the employee is on LSL, superannuation contributions will continue.

When can LSL be taken?

Long Service Leave should be taken at a time agreed between the employee and employer. The employee should apply for Long Service Leave through the normal leave application procedure. In some State/Territory legislation in the absence of an agreement the employer may be able to direct the employee to take long service leave by giving the employee a period of written notice.

How long must I keep the employees LSL records?

Employers must keep full records of their employees long service leave for seven years after the employee resigns or is terminated.

Are employees entitled to pro-rata LSL if they have not worked the required service?

Some states allow employees to take pro-rata long service leave after a shorter period of service.

Employees may be entitled to receive a proportionate payment for LSL on termination of employment even if they have not completed the required service. Please check the relevant state or federal legislation to ensure compliance in relation to this, however in most cases the employee is entitled to pro-rata payment if:

- They resign as a result of illness, incapacity, domestic or other pressing necessity (i.e. they could be permanently leaving the industry)
- They are dismissed for misconduct reason other than performance or conduct (e.g. if made redundant)
- Death of the employee.

For additional information on LSL in each State or Territory please see the information sheets available from the WR section of the members website at masterelectricians.com.au

What is my state/territory's portable LSL scheme?

STATE/TERRITORY SCHEME	SCHEME INFORMATION
AUSTRALIAN CAPITAL TERRITORY Long Service Leave Authority	The scheme is funded by a levy imposed on employers and contractors. The levy is paid every quarter and is currently equal to 2.5 per cent (from October 2013) of the employee's wages or 2.5 per cent for self-employed workers.
NEW SOUTH WALES Long Service Corporation	The corporation is funded by a levy imposed on building and construction projects costing \$25,000 or more. The current rate of the levy is 0.35 per cent of the value of the building work.
NORTHERN TERRITORY NT Build	Under NT Build workers have access to portable long service leave funded by a levy imposed on construction work in the Northern Territory <ul style="list-style-type: none"> • \$200,000 or more in value for projects that started before 7 April 2014, regardless of the completion date; or • \$1 million or more in value for projects that started on or after 7 April 2014. The levy is paid by the project developers. For construction projects starting on or after 7 April 2014 (regardless of completion date) the applicable levy is 0.1 per cent.
QUEENSLAND QLeave	The scheme is funded by a levy of 0.475 per cent charged on all building and construction work performed in Queensland where the total of the cost of the work is \$150,000 or more. The levy is payable by the party for whom the work is to be done.
SOUTH AUSTRALIA Portable Long Service Leave	Workers in the construction industry qualify for long service leave based on service to the industry rather than service to one employer. Under Construction Benefit Services (CBS) long service leave is portable. CBS is funded by a levy imposed on employers, which from 1 July 2016 is 2.15 per cent.
TASMANIA TasBuild	The scheme is funded by compulsory contributions from employers, at approximately 2.5 per cent of an ordinary weekly wage. A subsidised rate may be available to employers who submit returns and pay their invoice on time.
VICTORIA CoINVEST Limited	The portable long service leave scheme is funded by employer contributions equivalent to a percentage of wages paid to employees in the construction industry. The levy is currently 2.7 per cent.
WESTERN AUSTRALIA My Leave Construction Industry Long Service Leave Scheme	The scheme in WA is funded by compulsory contributions from employers every 3 months. The contribution is calculated as a percentage of the employees' "ordinary" pay, at 1.35 per cent (reduced from 1 January 2016).

Can I pay (cash out) my employee's LSL in lieu of them taking the LSL?

Please note: this does not include payment for an employee permanently leaving the industry

or any other arrangement such as termination of employment etc.

STATE	RULING
AUSTRALIAN CAPITAL TERRITORY	Yes, but only if the employee was registered prior to 1 July 2012. Otherwise, no.
NEW SOUTH WALES	Long service leave may be cashed out if the employee chooses to be paid directly through the scheme, as opposed to being paid through the employer in conjunction with physically taking leave.
NORTHERN TERRITORY	No.
QUEENSLAND	No generally, but an employee may apply to the QIRC to cash out their long service leave on hardship grounds.
SOUTH AUSTRALIA	No.
TASMANIA	Where an employee becomes entitled to a period of long service leave under the Act, they may, by agreement with the employer, elect to accept payment in lieu of the period of long service leave to which he/she is so entitled.
VICTORIA	No.
WESTERN AUSTRALIA	Generally no. However an employee can apply to the LSL Board and the Board may, by notice in writing, permit an employee who is on LSL to be employed during that period subject to certain terms and conditions that the Board specifies in their notice.

State by state Portable LSL Scheme contact details

STATE	SCHEME	CONTACT DETAILS	WEBSITE	LEGISLATION
AUSTRALIAN CAPITAL TERRITORY	ACT Long Service Leave Authority	(02) 6247 3900	actleave.act.gov.au	<i>Long Service Leave (Portable Schemes) Act 2009</i>
NEW SOUTH WALES	Long Service Corporation	13 14 41	longservice.nsw.gov.au	<i>Building & Construction Industry Long Service Payments Act 1986</i>
NORTHERN TERRITORY	NT Build	1300 795 855	ntbuild.com.au	<i>Construction Industry Long Service Leave and Benefits Act</i>
QUEENSLAND	QLeave	1800 803 491	qlleave.qld.gov.au	<i>Building and Construction Industry (Portable Long Service Leave) Act 1991</i>
SOUTH AUSTRALIA	Construction Benefit Services	(08) 8332 6111 1800 182 124	portableleave.org.au	<i>Construction Industry Long Service Leave Act 1987</i>

TASMANIA	TAS Build	(03) 6233 7670	tasbuild.com.au	<i>Construction Industry (Long Service) Act 1997</i>
VICTORIA	CoINVEST	(03) 9664 7677 1300 COINVEST	coinvest.com.au	<i>Constructions Industry Long Service Leave Act 1997</i>
WESTERN AUSTRALIA	My Leave Construction Industry Long Service Leave Scheme	(08) 9476 5400 1800 198 136	myleave.wa.gov.au	<i>Construction Industry Portable Paid Long Service Leave 1985</i>

40. MEAL ALLOWANCE (Clause 17.3(a))

A meal allowance of \$15.03 is paid to an employee when they are required to work at least two hours of overtime. The meal allowance is not payable if the employee is notified the day before that they will be required to work overtime, or if the employer provides the employee with a meal.

If an employee has been given notice of overtime and has provided a meal/s and is not required to work overtime, or is required to work less than the amount of overtime advised, the employee must be paid for meals which the employee has provided but which are surplus.

41. MEAL BREAK (Clause 27.1)

Employees shall be entitled to an unpaid meal break of at least 30 minutes after every six hours of work. Shift workers are entitled to a paid 20 minute meal break each shift.

When employees work through their meal break, (i.e. working over six hours without a meal break) the employee is paid time and a half until the employee has a meal break or is released from duty (Clause 27.2).

Workplace health and safety legislation states the employer has a duty of care to ensure their workplace is safe. The legislation also provides that employees are responsible for their own health and safety, and that of their fellow workers to the extent of their capability, by following all safety rules, procedures and instructions, by reporting all hazards, injuries and ill health.

If an employee fails to take their 30 minute meal break, the employee becomes tired and fatigued which poses a health and safety risk. This could lead to an increase in workplace accidents and compensation claims.

If an employee refuses to take their designated meal break, you can issue a written warning for not complying with a reasonable direction, along with posing a risk to the health and safety of the workplace.

Important note: It is MEA's opinion that you cannot contract out of this provision. However, an IFA may be entered into at the employee's initiative to vary this term. The Workplace Relations team can assist you in development and advice regarding IFAs.

42. MINIMUM (TEN HOUR) BREAK BETWEEN WORK ON SUCCESSIVE DAYS OR SHIFTS (Clause 27.4)

Employees other than shift workers

Employees are entitled to ten consecutive hours off duty between the completion of ordinary work on one day and the commencement of ordinary work on the next day and must not suffer loss of pay for any ordinary time taken off in order to have their ten hour break.

If the employer instructs the employee to resume or continue work without having had the ten consecutive hours off duty, the employee is to be paid at the relevant overtime rates until released from duty or are able to have the ten hour break.

Example 1

An employee works their normal day of 7am to 3pm and leaves for the day (day one). The employee is then called-back from 9pm to 1am for an emergency (not rostered on Availability for Duty), and instructed by the employer that they must also attend work the next day.

The employee goes home at 1am and returns to work for their normal shift (7am to 3pm) the same morning (day two).

The employee would be paid:

- Normal pay for their ordinary hours of 7am to 3pm on day one, AND
- Four hours at the appropriate overtime rates for the call back (time and a half for the first two hours, double time thereafter), AND
- Overtime rates for all work performed on the second day (7am to 3pm) as the employee has not received ten consecutive hours off duty - i.e. double time for the whole shift.

Example 2

An employee works their normal day of 7am to 3pm and leaves for the day (day one). The employee is then called-back from 9pm to 1am for an emergency.

The employee goes home at 1am and is instructed by the employer to take their ten hour break before returning to work the next day (day two) at 11am.

The employee would be paid:

- Normal pay for their ordinary hours of 7am to 3pm on day one, AND
- Four hours at the appropriate overtime rates for the call back (time and a half for the first two hours, double time thereafter), AND
- Normal pay for their ordinary hours from 7am to 11am on day two even though it wasn't actually worked (as the employee must not suffer loss of pay for any ordinary time taken off in order to have their ten hour break), AND
- Normal pay for their ordinary hours from 11am to 3pm as this time is actually worked.

Example 3

An employee works their normal day of 7am-3pm and leaves for the day (day one). The employee is then called-back from 3am to 4am for an emergency.

The employee returns to work the next morning at their normal start time.

The employee would be paid:

- Normal pay for their ordinary hours on day one, AND
- Four hours at the appropriate overtime rates for the call back (as the minimum engagement is 4 hours), AND
- Normal pay for day two as the employee has had a 10 hour break between the termination of ordinary work on one day and the commencement of ordinary work on the next day. They break occurred before the overtime was worked.

Shift workers

Slightly varied conditions apply for shift workers.

Please note: The application is the same as the examples above. Conditions differ when referring to the relevant break period or overtime rate.

Regular shifts (Clause 27.4(b))

Shift workers are entitled to eight consecutive hours off duty on completion of a day's work or overtime, and must not suffer loss of pay for any ordinary time taken off in order to have their eight hour break.

If the employer instructs the employee to resume or continue work without having had the eight consecutive hours off duty, the employee is to be paid at the relevant overtime rates until released from duty or are able to have the eight hour break.

Going on shift, changing shifts, or returning to day work (Clause 24.16)

A shift worker, when going on shift, changing shift, or returning to day work must have at least ten consecutive hours off duty on completion of a day's work or overtime, and must not suffer loss of pay for any ordinary time taken off in order to have their ten hour break.

If the employer instructs the employee to resume or continue work without having had the ten consecutive hours off duty, the employee is to be paid at double time rates until released from duty or are able to have the ten hour break.

43. MISCONDUCT

For tips on managing misconduct please see the "Managing Dismissals Guide" in the Workplace Relations Guides which are available on the 'Member's only' section of the MEA website at www.masterelectricians.com.au and contact the Workplace Relations team on 1300 889 198 to discuss your situation.

44. MOTOR VEHICLE ALLOWANCE (Clause 17.5(b))

A mileage allowance of 78 cents per kilometre travelled must be paid to the employee where the employee, by agreement with their employer, uses their own motor vehicle in the following cases:

- Travel to, or from distant work
- Travel between their workshop, or depot, and a job, or between jobs
- Work overtime after leaving the employer's business
- For the distance of the employee's journey, which is in excess of the distance between the employee's home and their workshop or depot, where the employee starts or finishes work at a job away from their workshop or depot.

Note: Mileage is not paid for the distance of a journey where start and/or finish on job allowances apply. That is, they will not apply for that part of the trip that is covered by a start and/or finish on job component, but may apply separately for different trips within the one

day, or for excess travel not covered by the start and/or finish on job component. See “Travel and expenses”.

Example: If an employee is starting and/or finishing on-site within a 50km radius from the registered office/depot, the fares allowance will apply rather than mileage for the trip to and from work. However, if the employee is then required to use their own vehicle to travel between sites during the day, the mileage allowance will apply for those trips.

45. MULTI-STOREY ALLOWANCE (Clause 17.4(a))

The multi-storey allowance is payable to all employees engaged on site in the construction of a multi-storey building. A multi-storey building is a building which will, when complete, consist of five or more storey levels.

The allowance is payable at the highest point of the building and is payable until completion of the building.

FLOORS	PERCENTAGE OF THE HOURLY STANDARD RATE PER HOUR	AMOUNT PER HOUR
0-15	2.6	\$0.55 per hour
16-30	3.2	\$0.68 per hour
31-45	4.9	\$1.04 per hour
46-60	6.2	\$1.32 per hour
More than 60	7.9	\$1.68 per hour

46. BUILDING CODE 2016 - AUSTRALIAN BUILDING AND CONSTRUCTION COMMISSION (ABCC)

What is the ‘Code’?

The Building Code encourages productivity and lawful workplace relations on building sites. It sets out the Australian Government’s expected standards for building contractors or building industry participants involved in Commonwealth funded construction projects.

The Code establishes a set of principles and standards that are expected to apply in dealings between clients, their representatives and members of the construction industry. A party wishing to secure a tender for an Australian Government construction project must comply with all aspects of the Code.

For information on who the code applies to and becoming code compliant, see the Code Compliance information sheet available on the ‘Member’s only’ section of the MEA website at masterelectricians.com.au

The Australian Building and Construction Commission (ABCC) assesses and regulates the arrangements and on site behaviours of building industry participants on construction sites.

Contractors with a new enterprise agreement will require an ABCC letter to demonstrate that the enterprise agreement complies with the Building Code 2016 if they want to express interest in, or tender for, Commonwealth funded building work, if the head contract was procured after 2 December 2016.

For contractors who pay in accordance with the modern award, a letter of compliance with the Building Code 2016 is straightforward. More information can be found at www.abcc.gov.au or by contacting the Workplace Relations Team.

State-based codes and guidelines

There are also State based Codes of Practice and Implementation Guidelines for the Building and Construction Industry.

These Codes and Guidelines operate in conjunction with the National Code. Each state based Code and Guidelines are to be interpreted in a manner that ensures that they do not contravene the National Code.

Queensland

For information on, and a full copy of, the Queensland Code of Practice and Guidelines for the Building and Construction Industry visit the Queensland Department of Justice website www.justice.qld.gov.au

Victoria

On 18 January 2015, the Victorian Government announced the abolition of the Victorian Code of Practice for the Building and Construction Industry (Victorian Code) and its monitoring body, the Construction Code Compliance Unit.

New South Wales

For information on, and a full copy of, the New South Wales Code of Practice for Procurement and Implementation Guidelines for the Building and Construction Industry visit the NSW Procure Point website www.procurepoint.nsw.gov.au.

47. NOMINEE ALLOWANCE (Clause 17.2(e))

An all-purpose allowance of at least 9.2 per cent of the weekly standard rate per week (\$74.44 per week) shall be paid to an employee who holds the relevant electrical licence and is acting as a nominee for the electrical contractor.

48. OVERTIME (Clause 26)

Employees are entitled to overtime. Each day's work will stand alone when calculating overtime.

DAY	OVERTIME REQUIREMENTS
Monday to Friday	Time and a half for the first two hours and double time thereafter.
Saturday	Time and a half for the first two hours and double time thereafter. Minimum of four hours or payment thereof at the appropriate penalty rates.
Sunday	Double time all day. Minimum of four hours or payment thereof at the appropriate penalty rates.
Public holidays	Double time and a half. Minimum of four hours or payment thereof.

Example: If an employee has to work on Easter Monday for 7.6 hours, the employee is paid 7.6 hours at double time and a half.

Example: An employee is required to work for three hours on Sunday. The employee is paid four hours at double time to ensure the minimum four hours payment at the appropriate penalty rate.

Calculation of overtime for casual employees

The Fair Work Ombudsman has clarified the application of overtime for casuals, specifically in relation to the calculation of the casual loading component. This is a topic that the Modern Award does not specifically address and therefore is open to interpretation.

A casual employee needs to receive 25 per cent casual loading, calculated on the base hourly full-time rate, for each hour of work.

For the purposes of overtime penalties, the casual loading is not compounded. These penalties are applied to the permanent all-purpose hourly rate; the simplest way to represent this is to express the penalty as 175% (for time and a half) and 225% (double time).

Example:

$\$22.61 \times 1.75 \times 2 \text{ hours} = \79.14 for a casual employee

Time Off In Lieu (TOIL) of payment for overtime

These provisions came into effect from 22 August 2016.

Time off in lieu of overtime (TOIL) arrangements refer to an employee and employer agreeing 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.

Critical elements of a TOIL agreement include that:

- TOIL is accrued on a 'time-for-time' basis, (2 hours overtime equals 2 hours TOIL);
- It must be agreed in writing when taking TOIL instead of being paid the overtime worked;
- A written record must be kept of each period of TOIL taken stipulating:
 - The number of overtime hours to be taken and when those hours were worked;
 - There is agreement to the time being taken as TOIL;
 - If requested, the employer must pay, at the overtime rate applicable to the overtime when it was worked;
 - This payment must be made in the next pay period after the request;
- The employer may refuse a request of an employee to take TOIL on reasonable business grounds.

Note: This written agreement can also be made by an exchange of emails, or by other electronic means (eg. text message). However, these exchanges should be held on file with the employee's time and wages records. The FWC has included a suggested template at schedule I of the award.

An employer must not exert undue influence or pressure on an employee to make, or not make, a TOIL agreement.

When must the leave be taken?

- Time off must be taken within 6 months of the overtime being worked;
- If this timeframe is exceeded the employer must pay the employee for the overtime, in the next pay period at the overtime rate applicable to the overtime worked;
- On the termination of employment, TOIL not taken must be paid at the overtime rate applicable to the overtime worked.

CRIB/REST BREAK DURING OVERTIME (Clause 27.3)

The term “crib break” no longer applies under the Modern Award. It instead refers only to rest breaks during overtime.

An employee is entitled to a 20 minute paid rest break after each four hours of overtime worked, if the overtime is to continue after the rest break.

If an employee is working overtime on a Saturday, the first rest break (if occurring between 10am and 1pm) must be paid at ordinary rates.

AVAILABILITY FOR DUTY (Clause 26.6)

Note: This is sometimes referred to as ‘on call’, ‘call outs’, or ‘standby’.

Availability for duty means that the employee must be available to the employer by means of telephone at any time while receiving the availability for duty allowance. Employees shall receive 8.8 per cent of the weekly standard rate per week (\$71.20 per week) where the employee is required to be on availability duty.

Where the employee is called out, payment is made from home, to home, with a minimum payment of two hours at the appropriate rate.

For example, if an employee has already worked two hours of overtime at time and a half during their rostered hours of work, a call out will be paid at double time for a minimum of two hours payment. Likewise, if an employee has already worked a single call out accruing two hours of time and a half, any further call outs will continue at double time.

Please note:

- Availability for duty is a predetermined arrangement of a ‘standby roster’. The employee must be receiving the availability for duty allowance for this clause to apply. That is, the allowance is not applied retrospectively if they are called out.
- Work performed whilst on availability for duty on a Saturday, Sunday or public holiday is still paid at a minimum of two hours payment, regardless of the overtime provisions that would otherwise apply on these days.
- The minimum 10 hour break provision still applies following availability for duty work.

CALL-BACK (Clause 26.5)

This applies to employees who are recalled to work overtime after completion of their work day (whether notified before or after leaving).

The minimum (ten hour) break between work rule applies following the call out. Payment for a minimum of four hours at the appropriate overtime rates also applies.

This does not apply when:

- Availability for duty allowance is applicable
- It is customary for an employee to return to work to perform a specific job outside of normal working hours
- Overtime is continuous with the completion or commencement of ordinary working time (i.e. connected to the start or finish of a normal shift).

Example 1:

An employee has worked their normal hours of 7.30am to 3.30pm and has left work for the day. The employee is then called back for a job at 10.30pm on the same day. The job takes three hours.

The employee would be paid as follows:

- 7.30am to 3.30pm = ordinary time
- 10.30pm to 1.30am = appropriate overtime rates for four hours (four hours is the minimum payment for a call-back, even though the employee only worked three hours). The employee is entitled to a 10 hour break prior to returning to work. They should not suffer a loss of pay for the 10 hour break being taken. If required to return to work without having a 10 hour break will result in the relevant penalty rate continuing to be paid until they are released from duty for the 10 hour break.

Example 2:

An employee has worked their normal hours of 7.30am to 3.30pm and has left work for the day. The employee is then called back for a job at 10.30pm on the same day. The job takes five hours.

The employee would be paid as follows:

- 7.30am to 3.30pm = ordinary time
- 10.30pm to 3.30am = appropriate overtime rates for five hours (the four hour minimum payment has been met). The employee is entitled to a 10 hour break prior to returning to work. They should not suffer a loss of pay for the 10 hour break being taken. If required to return to work without having a 10 hour break will result in the relevant penalty rate continuing to be paid until they are released from duty for the 10 hour break.

Over-award' Rates - How protected are you?

It is common within the electrical industry for trade qualified employees to be paid in excess of the award. Many employers then seek to 'absorb' or 'load' this higher rate of pay for some award components. Sometimes employers refer to these as 'flat rates'.

While loading the rate of pay is possible there are limitations and safeguards the employer needs to put in place.

Firstly, any loading of the rate of pay needs to be assessed against the award conditions. An over-award rate can include the value of certain basic allowances, even the value of some penalty rates for overtime, but the employee needs to be better off against the award conditions.

The award components of the over-award rate need to be reflected in a clear employment contract. Failure to do so can lead to successful civil claims despite no underpayment against the minimum conditions of the award.

Finally, the over-award rate will not exclude the employee from the award unless the amount is over the high income threshold. Therefore, provisions such as the requirement to set the hours of work cannot be contracted away.

49. PARENTAL LEAVE

Unpaid Parental Leave (also see "National Employment Standards")

General rule: Employees must have completed 12 months service at the expected due date or placement of the child to be eligible for parental leave.

Entitlement: up to 12 months unpaid parental leave for:

- Birth of a child
- Adoption of a child.

Employees may request to take an additional 12 months parental leave immediately following the end of the initial parental leave period. This request must be made in writing and must be given to the employer four weeks prior to the end of their current parental leave. The employer can only refuse the extension on reasonable business grounds.

Note: Casual employees can access unpaid parental leave if they are engaged by the employer on a regular and systematic basis for a period of at least 12 months immediately before the employee seeks to access this entitlement.

Paid Parental Leave

The Federal Government has introduced a Paid Parental Leave Scheme (the 'Scheme') which took effect 1 January 2011 for natural parents who are the primary carer of a child born on or after 1 January 2011. It also applies to adoptive parents.

The maximum leave entitlement is 18 weeks and is paid at the National Minimum Wage which is currently \$694.90 a week (gross).

Who is eligible?

Employees will need to meet the work test to be eligible for the Scheme. The work test compares the income and residency requirements of the claimant to determine eligibility.

Employees must meet the following criteria:

- Are the parent and primary carer of a new born child or the initial primary carer of a recently adopted child under 16 years of age
- Are living in Australia and have permanent residence.

The Work Test:

- Have worked continuously for at least 10 of the 13 months prior to the birth or adoption of a child
- Have worked at least 330 hours in a 10 month period.

The Income Test:

- Have an individual income of \$150,000 a year or less.

This means that either the father or mother can elect to be the primary carer of the child and receive the full entitlement.

Whatever the employee's arrangement the Scheme is flexible; the father can elect to take on the full entitlement or any remaining unused leave from the mother or vice versa. The above requirements still apply to assess eligibility.

What is regarded as continuous work?

For the purpose of the Scheme, continuous work is regarded as part-time, casual or full-time employment which can be served with multiple employers. This includes if the employee has recently changed jobs, as long as the break between jobs does not exceed an eight week period between working days.

Required notice of the employee intending to take leave?

The employee who intends to take parental leave is obliged to provide the employer at least ten weeks written notice (as per unpaid parental leave requirements) before the intended leave is to begin or as soon as is practicable.

The employee must still apply for unpaid parental leave from their employer to enable the employee to have the approved time off work. This is separate to the employee's application for paid parental leave through the Government.

How do you lodge a claim?

The employee must register online through Centrelink who will process the application and administer the payments. The employee can lodge a claim for the Scheme up to three months before the expected birth of the child. The claim is recommended to be lodged prior to the birth to ensure the employee receives the payments in time for the birth.

Claims will only be approved if the eligibility requirements (work and income tests) have been met.

Who makes the payment?

Once the employee is deemed eligible to receive paid leave under the Scheme, the Department of Human Services will nominate whether the employee receives payment from the employer or the Department of Human Services.

Department of Human Services

If the Department of Human Services is responsible for the payment, the employee will receive the payment directly.

The Employer

The funds will be provided from Centrelink to the employer before they are required to pay their employee. There will be no obligation on the employer to make payment until sufficient funding is provided to the employer to pay the employee. However, you may start making payments prior to receiving the funding.

Once the employee has nominated to have paid parental leave, and the employer has registered with Centrelink Business Online Services, the funding amounts will be electronically transferred to the employer's nominated bank account ready to pay the employee.

The funding can be elected to be paid in three six-weekly instalments or up to nine fortnightly instalments. The employer must pay an eligible employee the current national minimum weekly wage (the current minimum weekly wage is \$694.90).

Employers will still need to supply the employee with a pay slip. Employers do not need to pay superannuation on these payments, but should withhold PAYG amounts.

For further information, please contact the Workplace Relations Department on 1300 889 198 or the Department of Human Services on 13 61 50.

Dad and Partner Pay

From 1 January 2013 eligible dads and partners are entitled to receive two weeks government funded parental leave for the birth or adoption of a child.

Eligibility

The residency requirements, income test and work test for Dad and Partner Pay will be consistent with the current Paid Parental Leave scheme.

Payment amount

Like the Paid Parental Leave scheme the payment for Dad and Partner Pay will be at the National Minimum Wage, currently \$694.90 per week gross.

When can the leave be taken?

Whilst it is expected that most parents will choose to take leave closer to the birth date, the payment can in fact be taken at any time within 12 months of the birth or adoption. The payment must be taken in on instalment.

Claiming Dad and Partner Pay

A claim for Dad and Partner Pay can be lodged with the Department of Human Services up to three months before the birth or adoption of a child. Claimants must provide sufficient evidence to demonstrate their eligibility, including work history, if required.

The role of employers

The Dad and Partner Pay is a government funded scheme. The Australian Government is providing the funding so there is no cost to the employer.

Employers will generally not be required to make dad and Partner Pay payments to their employees. More often than not the payment will be made by the Department of Human Services directly to the employee.

Interaction with existing leave entitlements

Dad and Partner Pay provides a pay entitlement but not a leave entitlement. This means that the employee will need to take unpaid leave at the time of receiving the payment.

As is the case with organising for an employee to take leave, the employee will need to discuss and agree on leave arrangements with the employer before taking the leave.

Dad and Partner Pay is available in addition to any employer-funded paid leave but cannot be taken at the same time the employee is taking paid leave. This will encourage fathers and partners to take more time off to care for their child.

50. PART-TIME EMPLOYMENT (CLAUSE 10.2)

A part-time employee means an employee who is engaged to work on predetermined days of the week for a regular number of hours, being less than 38 hours per week. They are paid an hourly rate equal to 1/38 of the weekly rate for their classification. Upon engagement, the employer must inform the employee of the ordinary hours of work and the starting and finishing times.

Note: Overtime rates apply if the part-time employee works in excess of their predetermined ordinary hours. See "Overtime".

Pro-rata entitlements to annual leave, personal/carer's leave, compassionate leave and long service leave apply.

Part-time employees are entitled to payment for public holidays when their normal hours of work fall on the public holiday. If the employee does not work the public holiday, they must

be paid their ordinary hours that would fall on that day. If the employee does work the public holiday, they must be paid at the appropriate rates for the time worked. See “Overtime” and “Public Holidays”.

51. PAYMENT OF WAGES (CLAUSE 22)

Wages shall be paid weekly or fortnightly by agreement between the employer and the majority of employees. The method of payment can be by cash, cheque or direct funds transfer into the employee’s bank account.

Wages must be paid no later than the third working day following the end of the pay period. For example, if your pay week runs Wednesday to Tuesday, wages must be processed by the Friday.

In any week in which a public holiday occurs one day after the normal pay day, wages are to be paid in that week two days prior to such public holiday.

Payment of wages of termination

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.

52. PAYROLL TAX—see ‘Taxation’ (p. 58)

53. PERSONAL/CARER’S LEAVE (Clause 29)

As per the *National Employment Standards*.

Full-time employees are entitled to ten days of personal/carers leave for each 12 months of continuous service. The leave accrues progressively throughout the year based on ordinary hours worked. The employer must be notified of this absence as soon as reasonably practicable.

This type of leave accrues at the rate of 1.4615 hours per week based on a full-time employee. Unused personal/carer’s leave rolls over and accumulates from year to year and does not expire.

An employee may take paid personal/carer’s leave if the leave is taken:

- a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- b) To provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because of:
 - (i) A personal illness, or personal injury, affecting the member; or
 - (ii) An unexpected emergency affecting the member.

It is recommended to implement a policy regarding personal/carers leave to ensure employees understand:

- The method by which they are to report the absence
- When the employer requires a medical certificate, or other evidence
- The consequences of the employee not following the policy.

Note: Cashing out of personal/carers leave is PROHIBITED under the Modern Award.

54. PUBLIC HOLIDAYS

Employees are entitled to public holidays in accordance with the *National Employment Standards*. All full-time employees shall be paid for ordinary hours at their ordinary rate of

pay (pro-rata for part-time employees) when a public holiday falls on an ordinary work day.

Note: Casual employees are not entitled to public holiday pay unless they actually work the public holiday.

Payment for public holidays (Clause 26.3 and 26.4)

Public holidays provide a minimum payment of four hours at double time and a half; midnight to midnight.

Public Holiday Dates

Please note that states and territories may have different public holidays for different regions. It is advisable to contact your local council or authority to acquire a list with all state or territory based public holidays.

Below is a state by state indication of the 2017 and 2018 public holidays.

Australian Capital Territory

Holiday	2017	2018
New Year's Day	Sunday 1 January	Monday 1 January
New Year's Day Holiday	Monday 2 January	N/A
Australia Day	Thursday 26 January	Friday 26 January
Canberra Day	Monday 13 March	Monday 12 March
Good Friday	Friday 14 April	Friday 30 March
Easter Saturday	Saturday 15 April	Saturday 31 March
Easter Sunday	Sunday 16 April	Sunday 1 April
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
Queen's Birthday	Monday 12 June	Monday 11 June
Family and Community Day	Monday 25 September	Monday 8 October
Labour Day	Monday 2 October	Monday 1 October
Christmas Day	Monday 25 December	Tuesday 25 December
Boxing Day	Tuesday 26 December	Wednesday 26 December

New South Wales

Holiday	2017	2018
New Year's Day	Sunday 1 January	Monday 1 January
New Year's Day Holiday	Monday, 2 January	N/A
Australia Day	Thursday 26 January	Friday 26 January
Good Friday	Friday 14 April	Friday 30 March
Easter Saturday	Saturday 15 April	Saturday 31 March
Easter Sunday	Sunday 16 April	Sunday 1 April
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
Queen's Birthday	Monday 12 June	Monday 11 June
Labour Day	Monday 2 October	Monday 1 October
Christmas Day	Monday 25 December	Tuesday 25 December
Boxing Day	Tuesday 26 December	Wednesday 26 December

Northern Territory

Holiday	2017	2018
New Year's Day	Monday 2 January	Monday 1 January
Australia Day	Thursday 26 January	Friday 26 January
Good Friday	Friday 14 April	Friday 30 March
Easter Saturday	Saturday 15 April	Saturday 31 March
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
May Day	Monday 1 May	Monday 7 May
Queen's Birthday	Monday 12 June	Monday 11 June
PICNIC DAY	Monday 7 August	Monday 6 August
Christmas Eve*	Sunday 24 December	Monday 24 December
Christmas Day	Monday 25 December	Tuesday 25 December
Boxing Day	Tuesday 26 December	Wednesday 26 December
New Years' Eve*	Sunday 31 December	Monday 31 December

*from 7pm to midnight

Queensland

Holiday	2017	2018
New Year's Day	Sunday 1 January	Monday 1 January
New Year's Day Holiday	Monday 2 January	N/A
Australia Day	Thursday 26 January	Friday 26 January
Good Friday	Friday 14 April	Friday 30 March
Easter Saturday	Saturday 15 April	Saturday 31 March
Easter Sunday	Sunday 16 April	Sunday 1 April
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
Labour Day	Monday 1 May	Monday 7 May
Royal Queensland Show Day (Brisbane only)	Wednesday 16 August	Wednesday 15 August
Queen's Birthday	Monday 2 October	Monday 1 October
Christmas Day	Monday 25 December	Tuesday 25 December
Boxing Day	Tuesday 26 December	Wednesday 26 December

South Australia

Holiday	2017	2018
New Year's Day	Sunday 1 January	Monday 1 January
Additional Day	Monday 2 January	
Australia Day	Thursday 26 January	Friday 26 January
March Public Holiday	Monday 13 March	Monday 12 March
Good Friday	Friday 14 April	Friday 30 March
Easter Saturday	Saturday 15 April	Saturday 31 March
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
Queen's Birthday	Monday 12 June	Monday 11 June
Labour Day	Monday 2 October	Monday 1 October
Christmas Eve	Sunday 24 December, 7pm to midnight	Monday 24 December
Christmas Day	Monday 25 December	Tuesday 25 December
Proclamation Day	Tuesday 26 December	Wednesday 26 December
New Year's Eve	Sunday 31 December	Monday 31 December*

*from 7pm to midnight

Tasmania (statewide only)

Holiday	2017	2018
New Year's Day	Sunday 1 January	Monday 1 January
Additional Day	Monday 2 January	N/A
Australia Day	Thursday 26 January	Friday 26 January
Royal Hobart Regatta*	Monday 13 February	Monday 12 February
Eight Hours Day	Monday 13 March	Monday 12 March
Good Friday	Friday 14 April	Friday 30 March
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
Queen's Birthday	Monday 12 June	Monday 11 June
Recreation Day**	Monday 6 November	Monday 5 November
Christmas Day	Monday 25 December	Tuesday 25 December
Boxing Day	Tuesday 26 December	Wednesday 26 December

*only observed in certain areas of the state

** all parts of the state which do not observe Royal Hobart Regatta

Victoria

Holiday	2017	2018
New Year's Day	Sunday 1 January	Monday 1 January
Additional Day	Monday 2 January	N/A
Australia Day	Thursday 26 January	Friday 26 January
Labour Day	Monday 13 March	Monday 12 March
Good Friday	Friday 14 April	Friday 30 March
Easter Saturday	Saturday 15 April	Saturday 31 March
Easter Sunday	Sunday 16 April	Sunday 1 April
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
Queen's Birthday	Monday 12 June	Monday 11 June
Friday before AFL Final	Tuesday 29 September	Date TBC
Melbourne Cup	Tuesday 7 November	Tuesday 6 November
Christmas Day	Monday 25 December	Tuesday 25 December
Boxing Day	Tuesday 26 December	Wednesday 26 December
Christmas Day Holiday	Tuesday 27 December	

Western Australia

Holiday	2016	2017
New Year's Day	Sunday 1 January	Monday 1 January
Additional Day	Monday 2 January	
Australia Day	Thursday 26 January	Friday 26 January
Labour Day	Monday 6 March	Monday 5 March
Good Friday	Friday 14 April	Friday 30 March
Easter Monday	Monday 17 April	Monday 2 April
Anzac Day	Tuesday 25 April	Wednesday 25 April
Western Australia Day	Monday 5 June	Monday 4 June
Queen's Birthday*	Monday 25 September	Monday 24 September
Christmas Day	Monday 25 December	Tuesday 25 December
Boxing Day	Tuesday 26 December	Wednesday 26 December
Boxing Day	Monday 26 December	Tuesday 26 December
Boxing Day Holiday	Tuesday 27 December	

*Non-metropolitan local authorities may celebrate the Queen's Birthday Public Holiday on an alternative date.

Substitution of public holidays (Clause 31.2)

Other ordinary working days may be substituted for a public holiday. This substitution must be agreed by both parties and made in writing.

Part-time employee (Clause 10.2)

Part time employees are also entitled to public holiday payment for absence on public holidays when their normal hours of work fall on the public holiday.

55. RATE FOR ORDERING MATERIALS (Clause 17.2(g))

Employees in charge of a job for one week or more, who are required to order materials for a job on which two employees (including the person receiving the payment) are engaged, shall be paid an allowance of 2 per cent of the weekly standard rate per week (\$16.18 per week).

For periods of less than four days, the employee shall be paid an allowance of 0.4 per cent of the weekly standard rate per day (\$3.24 per day).

Note: This allowance is not payable to employees receiving the leading hand allowance.

56. RECORD KEEPING REQUIREMENTS

The *Fair Work Act 2009* and *Fair Work Regulations 2009* specify that employee records must:

- Be in a form that is readily accessible to a Fair Work Inspector
- Be in a legible form and in English
- Be kept for seven years
- Not be altered unless for the purposes of correcting an error
- Not be false or misleading to the employer's knowledge.

57. REDUNDANCY (Clause 15)

The Redundancy process is NOT simple and if not done correctly can result in unfair dismissal and other claims against the employer.

Redundancy pay is provided for in the *National Employment Standards*. Redundancy is where an employer has made a definite decision that they no longer wish the job the employee had been doing to be done by anyone and this is not due to ordinary and customary turnover of labour.

A ***genuine redundancy*** has occurred if the employee's employment was terminated:

- At the employer's initiative because the employer no longer requires the job done to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- Because of the insolvency or bankruptcy of the employer; and
- The employer has complied with any obligation in a Modern Award or enterprise agreement that applied to the employment to consult about the redundancy (see consultation on major workplace change).

The reasons why a position is made redundant may include:

- Technological or economic changes
- Restructuring of the workforce
- An employer's inability to pay employees
- The sale of a business, where the employees are not kept on by the new owners.

A person's dismissal was not a case of genuine redundancy if it would have been reasonable in all the circumstances for the person to be redeployed within:

- The employer's enterprise; or
- The enterprise of an associated entity of the employer.

A key provision of redundancy is that the position is being made redundant, not the employee. Therefore you cannot replace the employee when they are made redundant as their position no longer exists. If you replace the employee it was not a genuine redundancy and you may be subject to an unfair dismissal claim.

Consultation

When considering redundancies you must consult the group of affected employees. The Modern Award consultation provisions require the employer to provide information to employees in writing as a part of the consultation process. Please see “Consultation Regarding Major Workplace Change” for further information regarding consultation requirements of the Modern Award.

If you operate under an Enterprise Agreement, your agreement may contain alternative consultation and severance pay provisions that must be followed.

Selection Criteria

An employee who has been made redundant can make a general protections claim against their employer if they were selected for redundancy because of an unlawful reason.

The employer should be able to demonstrate that the criteria and the method used to determine which employee/s are to be made redundant were fair and objective and that the individual circumstances of employees were taken into account.

When comparing employees in like positions it is often helpful to score employees based on skills, qualifications, experience, and potential to add value to the business (i.e. a merit selection process).

It is common practice that a business will cease to engage subcontractors, who perform the same work, or work employees could undertake, prior to employees being made redundant.

Also, ordinarily an employer would terminate casual staff in like positions prior to permanent employees being made redundant. However the employer still has an obligation to consult with staff about this decision.

Equal opportunity legislation prohibits employers from making redundancy selection decisions based on personal attributes such as sex, race, age, family/carer responsibilities, health of employee etc. This is not to say someone with these attributes cannot be selected however, the attribute should not be the reason for selection.

It is common that a business will retain those employees who are best suited to the current and future needs of the organisation. If the redundancy decision is based on the employee's level of performance there is an obligation to discuss the reasons for arriving at the decision with the employee. In other words, before confirming your decision to select the employee for redundancy, you need to explain why you are doing so, and give the employee the opportunity to respond to the assessment – for example, to present any mitigating circumstances or correct any wrong assumptions. If the employee presents significant information, you need to reconsider your decision.

The selection process should be transparent. To do this an employer should discuss the selection criteria in advance. It is beneficial that the selection of an employee is based on a wide range of evidence and not dependent on one person's opinion.

Redundancy pay obligations:

In addition to the applicable notice period (see “Termination”), an employee who has been made redundant may be entitled to redundancy (severance) pay.

Exemptions on Redundancy Pay

Employers with fewer than 15 employees are exempt from paying redundancy pay. Notice of termination still applies.

Apprentices and casual employees are not entitled to redundancy payments.

Employees who have been employed for less than 12 months are not entitled to redundancy payments.

Period of continuous service	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

Note: Redundancy pay does not apply to casuals, trainees, apprentices, seasonal employees, or employees who have been terminated due to misconduct.

Redundancy pay schemes

Redundancy pay schemes usually only apply under workplace agreements, such as enterprise agreements, allowing employers to contribute money each week on behalf of their employees.

By paying into a redundancy pay scheme employers are able to utilise the funds toward any redundancy payment they are required to pay to an employee who is made redundant.

Employers who do not have this provision in their workplace agreement are not obligated to pay into these funds. It is against the provisions of the Building Code for a principal contractor, or other industry participants, (e.g. union) to coerce or pressure an employer to pay into the funds, unless there is a provision in the employer’s workplace agreement to do so.

Note: This obligation is independent of the Modern Award redundancy provision. It is possible to have a redundancy pay scheme obligation and no obligation to pay severance under the Modern Award or National Employment Standards.

Job search entitlement (clause 14.3)

When an employee has been made redundant, they are entitled to one paid day off, per week of notice, to seek other employment.

Transfer to lower paid duties

It is possible before terminating an employee due to redundancy to transfer the employee to lower paid duties.

58. REST BREAK (Clause 24.9)

An employee is entitled to a paid rest pause of ten minutes between commencing work and the employee's usual meal break. This is separate to the rest break during overtime.

59. ROSTERED DAYS OFF (RDOs) (Clause 24.8)

An RDO is a weekday, not being a holiday, which an employee has off duty in accordance with the averaging of hours system. An RDO is generally taken every four weeks.

RDOs are not compulsory and are only one manner of arranging ordinary working hours.

To be entitled to an RDO, employees must work additional hours which are then banked to allow the employee to take a day off each month. In a four week cycle employees will work 40 hours in each of the first three weeks (i.e. five x eight-hour days) and 32 hours (i.e. four x eight-hour days) in the fourth week, with one paid rostered day off in the fourth week. On each day that an employee works eight hours, the hours are broken down to 7.6 ordinary hours per day and the extra 0.4 hours per day accrues towards an RDO. In the four week cycle the employee works 19 days and accrues a total of 7.6 ordinary hours (i.e. 0.4 hours x 19 days) to take off as a paid RDO. The employee is still paid 38 ordinary hours each week. And overtime penalties apply after eight hours each day.

RDOs will continue to accrue during periods of paid leave (sick, carers, annual and LSL).

The Modern Award states that the employee must be advised four weeks in advance of the weekday the employee is to take off as their RDO.

Please note: Enterprise agreements will commonly have different RDO terms. Some employees may have an understanding of RDO systems based on previous employment conditions. It may be worthwhile to explain the RDO system to new employees.

The employer may substitute an employee's RDO for another work day for operational reasons. If an employee is not granted a substituted work day, the employee is to be paid for the RDO plus for all time worked on the RDO at time and a half for work during ordinary hours, and double time if work is outside of ordinary hours.

If a public holiday falls on a RDO, the public holiday stands and the RDO is credited.

Note: RDOs are no longer gazetted (however they may be gazetted by an enterprise agreement covering the employee). It is therefore left to the discretion of the employer and employee to decide on an appropriate day to take the RDO once it accrues. Employees continue to accrue RDOs while on paid annual leave, personal/carer's leave, long service leave, public holidays, workers compensation, paid compassionate leave, paid training leave or jury service. RDOs do not accrue when an employee is on unpaid leave.

60. SERVICE CORE (Clause 17.4(a)(iv))—also see 'Multi-storey allowance' (p. 35)

Employees engaged on a service core at more than 15 metres above the highest point of the main structure shall be paid at the appropriate multi-storey rate (see "Multi-storey allowance") for the main structure. This is calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period (this is disregarded if the service core exceeds 15 metres).

61. SEVERANCE PAY—see ‘Redundancy’ (p. 48)

Severance pay is a retrenchment benefit paid to an eligible employee where they are terminated as a result of their position becoming redundant and there is no suitable alternative employment.

62. SHIFT WORK (Clause 24.10-24.16)

Definitions

Other than continuous shift worker is defined as an employee who works recognised shifts but is not engaged to work as a continuous shift worker as defined below. These shifts are not required to be adjoining with other subsequent ‘rolling’ shifts.

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

Afternoon shift is defined as any shift finishing after 6pm and at, or before, midnight.

Night shift is defined as any shift finishing after midnight and at, or before, 8am.

Note: The shift must be a rostered shift, not overtime related to a day shift. Single or ad hoc periods of night work are not usually considered night shifts.

Minimum break between shifts

Regular shifts (Clause 27.4(b))

Shift workers are entitled to eight consecutive hours off duty on completion of a day’s work or overtime, and must not suffer loss of pay for any ordinary time taken off in order to have their eight hour break.

If the employer instructs the employee to resume or continue work without having had the eight consecutive hours off duty, the employee is to be paid at the relevant overtime rates until released from duty or are able to have the eight hour break.

Going on shift, changing shifts, or returning to day work (Clause 24.16)

A shift worker, when going on shift, changing shift, or returning to day work must have at least ten consecutive hours off duty on completion of a day’s work or overtime, and must not suffer loss of pay for any ordinary time taken off in order to have their ten hour break.

If the employer instructs the employee to resume or continue work without having had the ten consecutive hours off duty, the employee is to be paid at double time rates until released from duty or are able to have the ten hour break.

Shift loadings (Clause 24.13)

- a) An employee whilst on afternoon or night shift for at least five consecutive days, must be paid at 15 per cent more than the employee’s ordinary rates.
- b) An employee who meets any of the following criteria must be paid 30 per cent more than their ordinary rate for all ordinary time worked during that work cycle:
 - i During a period of shift work, works night shifts only, or
 - ii Remains on night shift for longer than four consecutive weeks, or
 - iii Works on a night shift that does not alternate with another shift to allow the employee at least 1/3 of their time off night shift in each work cycle.
- c) An employee who works on an afternoon or night shift which does not continue for at

least five successive afternoons or nights (i.e. short-term shift work) must be paid for such shift at time and a half for the first two hours thereof and double time thereafter.

One method of reducing the cost of shift work is to structure the work cycle and shifts within that cycle in such a manner that the employee is rostered for five successive shifts so that the employee would only be entitled to the 15 per cent loading as per (a) or the 30 per cent loading under the provisions of (b) above, rather than the overtime penalties as set out by provision (c) above.

For example, an employee on a 4 week work cycle that may include day, afternoon and night shifts may have their shifts rostered so as to allow the employee at least 1/3 of their time off night shift during that cycle. In this situation, the employee is only entitled to 15 per cent loading during the times they are rostered on afternoon or night shift for 5 consecutive days.

See the below roster examples.

In order to vary a work cycle, for example to permanently extend or reduce the length of the cycle, the employer must first consult with the workforce about this change, and give employees 4 weeks written notice of the change.

Example rosters based on a 1 week cycle

Day worker

Monday	Tuesday	Wednesday	Thursday	Friday
6.30am–3.00pm	9.00pm–5.00am	Rest day off	6.30am–3.00pm	6.30am–3.00pm
Ordinary rates	Time and a half for the first 2 hours then double time	Ordinary rates for ordinary hours	Ordinary rates	Ordinary rates

The whole Tuesday shift is paid at overtime rates as the shift is worked outside of normal hours (6am to 6pm). The Wednesday shift is paid at ordinary rates as the employee cannot suffer any loss of pay for any ordinary time taken off due to needing a ten hour break when swapping from day to night shift and vice versa.

Day worker

Monday	Tuesday	Wednesday	Thursday	Friday
6.30am–3.00pm	6.30am–3.00pm	1.30pm–9.30pm	6.30am–2.30pm	6.30am–3.00pm
Ordinary rates	Ordinary rates	1.30pm–6pm ordinary rates 6pm–8pm time and a half 8pm–9.30pm double time	Double time all day (no ten hour break)	Ordinary rates

The Wednesday shift is paid at ordinary rates until 6pm as any hours worked after 6pm are outside the spread of ordinary hours as stipulated by the award (i.e. 6am – 6pm). The employee is paid double time all day Thursday as they did not receive their ten hour break between their Wednesday and Thursday shifts.

Shift worker

Monday	Tuesday	Wednesday	Thursday	Friday
8pm–4am	8pm–4am	8pm–4am	8pm–4am	8pm–4am
30 per cent on ordinary rates	30 per cent on ordinary rates	30 per cent on ordinary rates	30 per cent on ordinary rates	30 per cent on ordinary rates

As the employee is working night shifts only during a period of shift work they are paid 30 per cent on top of their ordinary rates.

Example roster based on a 4 week cycle

Week	Monday	Tuesday	Wednesday	Thursday	Friday
1	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)
	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates
2	10pm-6am (night shift)	10pm-6am (night shift)	10pm-6am (night shift)	10pm-6am (night shift)	10pm-6am (night shift)
	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates
3	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)	2pm-10pm (afternoon shift)
	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates	15 per cent on ordinary rates
4	6am-2pm (day shift)	6am-2pm (day shift)	6am-2pm (day shift)	6am-2pm (day shift)	6am-2pm (day shift)
	Ordinary rates	Ordinary rates	Ordinary rates	Ordinary rates	Ordinary rates

If this roster was split into four cycles of 1 week duration, the employee would be entitled to 30 per cent loading each time they worked the night shift for 5 consecutive days. The example rosters based on a 1 week cycle illustrate this situation.

Overtime on shift work

Overtime rates are not paid on top of shift loadings. They are in substitution for, and not cumulative upon the shift loadings of 15 or 30 per cent.

Continuous shift workers are paid double time on their ordinary rate for all overtime worked in excess of or outside of their ordinary hours.

Other shift workers are paid overtime at time and a half for the first two hours, double time thereafter on their ordinary rate.

Category	Monday to Friday overtime	Saturday overtime	Sunday overtime	Public holidays
Shift worker (including short term shift work)	Time and a half for the first two hours, then double time on ordinary rate.	Time and a half for the first two hours, then double time on ordinary rate.	Double time all day on ordinary rate.	Double time and a half all day on ordinary rate.
Continuous shift worker	Double time on ordinary rate for all overtime worked.	Double time on ordinary rate for all overtime worked.	Double time all day on ordinary rate.	Double time all day on ordinary rate.

- For continuous shift workers, when the major portion of the shift falls on a Sunday or public holiday, the rate of double time is paid for the entire shift
- Where a shift falls partly on a public holiday, the shift which has the major portion falling on the public holiday, will be regarded as time worked on the public holiday
- Where a shift commences between 11pm and midnight on a Sunday or public holiday, the time worked before midnight does not entitle the employee to Sunday or public holiday rates for the shift

- A shift commencing before midnight on the day before a public holiday or Sunday will be regarded as time worked on a Sunday or public holiday.

63. SICK LEAVE—see ‘Personal/carer’s leave’ (p. 43)

64. SUPERANNUATION (Clause 23)

The Superannuation Guarantee Levy is the minimum compulsory employer superannuation contribution rate. From 1 July 2014, minimum contributions are an amount equal to 9.5 per cent of employees “ordinary time earnings”. Each contribution shall be rounded off to the nearest ten cents. Employers covered by the Modern Award are legally obliged to make quarterly contributions, however some enterprise agreements may specify more frequent contributions. Contributions must be paid into an approved fund, where contributions are preserved and vested. Employers should have a default fund if one is not nominated by an employee.

Default funds must be a complying MySuper fund.

Employers are required to pay super contributions to someone who is:

- 18 years of age or older (from 1 July 2013 there is no upper age limit); and
- You pay them \$450 or more (before tax) in salary or wages in a calendar month; and
- They work on a full-time, part-time or casual basis.

If the employee is under 18 years of age you still need to make super contributions if:

- You pay them \$450 or more (before tax) in salary or wages in a calendar month; and
- They work on a full-time, part-time or casual basis for more than 30 hours in a week.

Ordinary Time Earnings (OTE) – Operative 1 July 2009

Employers can set a default fund in accordance with the award. This fund must be a ‘My Super’ fund. For more information please contact the Workplace Relations team.

The Australian Tax Office (ATO) has defined OTE in relation to employees to mean the total of the earnings in respect of ordinary hours of work, other than earnings consisting of a lump sum payment. OTE also consists of over award payments, shift loading and commissions.

OTE means the ordinary time rate of pay the employee receives for their ordinary hours of work including:

- All work related allowances such as electrician’s licence allowance, industry allowance, licence nominee’s allowance
- Shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances
- Special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance and underground work allowance.

What is not classed as ordinary time are expense allowances like living away from home allowance and meal allowance etc.

Note: OTE may also include weekly over award payments not recognised as disability allowances. Do not include overtime or travel and fares allowances if they are a reimbursement of an expense. See “Tax Ruling SGR2009/2” for a comprehensive list of what is OTE and what is not.

The information below is defined in tax ruling SGR2009/2:

Payment type	Salary or wages	Ordinary time earnings
Expense allowance that is paid with the expectation that it will be fully expended in producing income, e.g. phone allowance paid to employees for business calls	No	No
Allowances paid (other than a reimbursement of expenses or expense allowance)	Yes	Yes
Reimbursement of expenses (for example travel costs)	No	No
Bonuses that don't relate to specific performance criteria (for example Christmas bonuses)	Yes	Yes
Other bonuses	Yes	Yes
Commission	Yes	Yes
Over-award payments	Yes	Yes
Shift loading	Yes	Yes
Overtime	Yes	No
Casual loading	Yes	Yes
Benefits subject to fringe benefits tax (FBT)	No	No
Workers compensation payments, including top-up payments where no work is performed	No	No
Workers compensation payments, including top-up payments, paid by the employer, where work is performed	Yes	Yes
Top-up payments (for example when serving on jury duty)	No*	No
Payments when on maternity or paternity leave	No*	No
Pay for annual holiday leave taken	Yes	Yes
Government wage subsidies (for example Wage Subsidy Scheme allowance)	Yes	Yes
Annual leave loading (see note)	Yes	Yes
Pay for personal/carers (sick) leave taken	Yes	Yes
Pay for long service leave taken	Yes	Yes
Accrued annual leave, long service leave and sick leave paid as a lump sum on termination	Yes	No
Payments in lieu of notice	Yes	Yes
Redundancy payments	No	No
Other payments paid by an employer on termination of employment	Yes	No
Director's fees	Yes	Yes
Payments for performance in, or provision of services relating to entertainment, sport, promotions, films, discs, tapes, TV, or radio	Yes	Yes
The labour portion of payments to contractors who are employees for super guarantee purposes	Yes	Yes
Dividends	No	No
Partnership and trust distributions	No	No
Payments for entering into a restraint of trade agreement	No	No
Payments for domestic or private work under 30 hours per week	No	No

*These payments are specifically excluded from being 'salary or wages' for superannuation guarantee purposes; however, they may be 'salary or wages' for income tax purposes

Super on Leave Loading

MEA has reversed its previously held position that leave loading is included for the purpose of superannuation contributions. Discussions with industry participants, payroll experts and the ATO have led to this change.

Payment during absence from work

Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave including RDOs, annual leave, long service leave, public holidays, personal/ carers (sick) leave and compassionate leave. Superannuation contributions continue while an employee is on workers compensation payments as long as the employee has returned to work. If the employee is receiving workers compensation and not working, superannuation is not paid.

No employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences. This includes payment on termination where notice is not worked out (but does not include payment in lieu of notice), and any unused annual leave which is paid out on termination.

Casuals/part time

Superannuation contributions on ordinary time earnings (OTE) will be paid to casual and part-time employees provided they are eligible for the super guarantee levy.

Note: Contributions for casuals include casual loading.

Who is not eligible for the superannuation guarantee levy?

- If an employee earns less than \$450 a calendar month (gross), a superannuation contribution is not required
- Employees under 18 years of age working less than 30 hours per week.

Choice of funds

Employees covered by the Modern Award can choose the fund into which their superannuation contributions are to be paid.

Existing employees can ask for a choice of superannuation fund. If they ask, employers are required to give them a Standard Choice Form. Employers also have to provide new eligible employees with a Standard Choice Form within 28 days of starting. These forms can be obtained from the ATO website www.ato.gov.au

Master Electrician members should contact the Workplace Relations Department on 1300 889 198 if they are confused of their obligations in regards to choice of fund.

Sub contractors

A person who is engaged under a contract that is wholly or principally for labour (51 per cent or more labour content) is included as an employee under the superannuation guarantee. Even if the person quotes an Australian Business Number (ABN), the person may be considered to be an employee for superannuation purposes.

In accordance with the Superannuation Guarantee Ruling 2005/1 a business may be required to pay the superannuation of the sub-contractors they engage if:

- The contractor is remunerated (either wholly or principally) for their personal labour and skills

- The contractor must perform the contractual work personally (there is no right of delegation), and
- The contractor is not paid to achieve a result.

Please refer to the information sheet on the 'Member's only' section of the MEA website at masterelectricians.com.au to ensure you understand the difference between a sub-contractor and an employee.

Salary sacrifice

Advice should be sought from your financial advisor about these arrangements. Further, employers should advise employees considering salary sacrifice to seek advice from their own financial advisor.

65. TAXATION

Please note, the following is just general information. Employers are required to seek independent taxation advice.

Payroll tax laws are administrated by each relevant state revenue office. This includes tax rates, exemptions and thresholds that are different in each State/Territory.

Contractors

The term 'contractors', includes sub-contractors and consultants. The definition is so expansive that it applies regardless of whether the contractor provides services via a company, trust, partnership or as a sole trader.

There are a number of exemptions and, if any one applies to a particular contract, the payments under that contract are not taxable.

The exemptions include:

- Labour ancillary to supply of goods
- Services not normally required by your business in a financial year
- Services of a type ordinarily required for less than 180 days in a financial year
- Contractor works for no more than 90 days in a year
- Chief Commissioner is satisfied that the contractor services the general public
- Contractor engages labour
- Owner drivers
- Insurance agents
- Direct selling agents.

Grouping provisions

Employers related or connected to each other are treated as a group for payroll tax purposes. This means that the tax liability of a group will be based on the level of combined Australian wages for the whole of the group.

There is one deduction to be made per group, claimed by the designated group employer (DGE). However, there may still be a requirement for each employer to register.

This means the categories of grouping (related corporations) under the *Corporations Act 2001 (Cth)* are:

- Groups arising from the use of common employees
- Groups of commonly controlled businesses
- Groups arising from tracing of interests in corporations
- Smaller groups subsumed into larger groups.

Tracing of interests

This category means that a relevant entity will control a corporation if it controls more than 50 per cent of the voting shares held either directly, indirectly or through aggregation of interest.

For commonly controlled businesses, the common control test threshold is more than 50 per cent.

MEA has developed information sheets for each State/Territory in regards to Payroll Tax which can be accessed from the members section of the website, however, MEA members are encouraged to seek additional information from the ATO, Accountant or a registered Tax Agent for further detailed information.

66. TERMINATION NOTICE (Clause 14)—also see ‘National employment standards’ (p. 7)

Also see the “Managing Dismissals Guide” in the *Workplace Relations Guides* which are available on the ‘Member’s only’ section of the MEA website at www.masterelectricians.com.au.

Notice of termination is provided for in the *National Employment Standards*. Please contact the Workplace Relations Department on 1300 889 198 if you are terminating due to serious misconduct.

Notice of termination	Entitlement
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

Employees over the age of 45, with two or more years service, are entitled to one extra week’s notice from the employer.

If an employment contract specifies a longer notice period, this longer period will apply.

Notice may be worked out or paid in lieu of notice.

The employer must provide the employee with written notice of termination on the day they are advised they will be terminated. This written notice should specify the employee’s final date of employment, and whether they are to work out the notice period or if the notice period is being paid in lieu (or a combination of the two).

The employer must apply procedurally fair methods to any termination. See page three for unfair dismissal overview.

Job search entitlement (Clause 14.3)

When the employer has given the employee termination notice, the employee is entitled to one day off per week during the notice period, without loss of pay, to seek alternative employment.

Termination payment (Clause 22.3)

On termination of employment, the employee must receive their final payment on the day of termination or it must be forwarded to the employee by post on the next working day.

Amounts payable in termination pay:

- Accrued annual leave and annual leave loading
- Long service leave entitlements (if applicable)
- Outstanding wages and entitlements up to the time of termination
- Payment in lieu of notice (if the employee is not required to work out the notice period)
 - unless the employee has been terminated for serious misconduct
- Accrued RDOs (if applicable).

Note: If the employee ordinarily receives a higher hourly rate than specified by the Modern Award, the employee must have their notice period and accrued leave entitlements (excluding personal/carer's leave) paid out at that rate.

Certificate of employment

An employer can provide an employee with a certificate of employment on termination. It should only contain:

- Name and address of employee
- Job classification
- Period of employment (indication of commencement and cessation dates)
- Address of workplace
- Certificate must be signed and dated by employer.

This certificate is not a mandatory obligation.

MEA recommends that members avoid making personal comments or observations in relation to the employee's conduct or capacity.

Employment separation certificate

Employment separation certificates are required by Centrelink to enable a person to claim an unemployment benefit and in some cases a parenting payment. Employers should only provide an Employment Separation Certificate when requested by the employee. Copies can be obtained from the Department of Human Services website www.humanservices.gov.au

Resignation

Unless stated otherwise in the employment contract, employees are obliged to give the same notice as employers, with the exception of the extra week for over 45 years of age, with two years service provision. The Modern Award stipulates that if an employee does not provide the required period of notice the employer is able to withhold that amount from the employee's termination pay in lieu of notice.

67. TOOL ALLOWANCE (Clause 17.2(b) and 17.3(c))

The tool allowance is an all-purpose allowance of \$19.06 per week for electrical workers grade 5 and beyond. This is paid to employees for the purpose of maintaining an adequate kit of tools. Apprentices also receive the \$19.06 tool allowance.

Note: The adequate list of tools is negotiated between the employer and employee.

Employers are responsible to compensate an employee for loss of tools in the following circumstances:

- An employer shall pay an allowance to the employee to replace tools lost by breaking and entering while securely stored at the employer's direction in a room or building on the employer's premises, job, workshop, or in a lock-up to a maximum trade value of \$376

- Provided that this clause shall not apply if the employer has requested the employee to supply the employer with a list of tools required to be kept on the job and the employee has not provided such a list.

68. TOWERS ALLOWANCE (Clause 17.4(b))

An allowance of 3.2 per cent of the hourly standard rate per hour (\$0.68/hr) is paid to an employee working on a chimney stack, tower, lift shaft or cooling tower where the construction is more than 15 metres. For work above each further 15 metres, an additional allowance of 3.2 per cent of the hourly standard rate per hour (\$0.68/hr) is applicable.

69. TRAINING

Leave granted to attend approved compulsory training courses shall be paid at the appropriate award rate. Training on Saturday and Sunday is paid at the applicable overtime rate, therefore training leave is advisable during ordinary hours of work.

If an employee wishes to attend other training not supported by the employer, it is recommended that the employee utilise their annual leave to attend this training as the employer is not obligated to pay wages for time spent at this training.

70. TRAVEL AND EXPENSES (Clause 17.5)—also see ‘Motor vehicle allowance’ (p. 34)

Travel time allowance (Clause 17.5(c))

Employees are paid an allowance of \$5.78 for each day they present themselves for work. There are relevant percentages for apprentices (see apprentice minimum wages section).

Note: This allowance is also paid to an employee when they are on an RDO. It is not paid on any other type of leave.

Start and/or finish on job (Clause 17.5(d))

Employees who are required to start and/or finish work on the job site shall be paid an allowance as follows:

Fares and Travel simplified

Distance between site and workshop	Employee using own vehicle	Employer offers to provide transport free of charge from workshop or employee's home
First 50km from workshop	\$18.80 fares per day for employee using their own vehicle.	\$3.37 fares per day for employer offering to provide transport free of charge.
Over 50km from workshop	\$18.80 fares per day + ordinary rates for time spent travelling past the 50km mark in each direction with minimum 15 minutes payment.	\$3.37 fares per day + ordinary rates for time spent travelling past 50km mark in each direction with minimum 15 minutes payment.

Note 1: These allowances are not applicable when the employee is required to start and finish at the workshop.

Note 2: This payment for travelling time does not form part of the employee's ordinary work day.

Note 3: These allowances apply to apprentices. Apprentices receive the FULL amount of these allowances.

It is MEA's opinion, that when starting and/or finishing on-site, travelling time before or after work (to and/or from the site) will be paid at ordinary rates as it is not part of the employee's ordinary work day (i.e. it will not count towards the employee's 38 ordinary hours for the week).

Fares are to be paid even if the employee is starting at the workshop but finishing on-site, and vice versa. That is, when the employee is starting **and/or** finishing on-site.

Example 1

The employee starts and finishes on-site. The employer or a work colleague has collected the employee from their home in a company car.

The work-site is 85km from the employer's workshop. The time spent travelling from the 50km mark to the work-site was 30 minutes in each direction.

With regard to fares and travel only, the employee would be paid:

- \$3.37 fares for starting and finishing on-site with the employer providing free transport
- 30 minutes payment at ordinary rates for the time spent travelling past the 50km mark each time the distance is travelled. Therefore, this would total to one hour's payment as the employee is travelling 30 minutes past the 50km mark in each direction.

Example 2

The employee is starting at the workshop. Toward the end of the day, the employee is sent to a work-site where they work for two hours then finish for the day and go directly home from the site.

The work-site is 30km from the workshop. The employee is using their own vehicle.

With regard to fares and travel only, the employee would be paid:

- \$18.80 fares for finishing on-site and using their own vehicle. No extra travelling time is paid as the work-site is under 50km from the workshop
- The employee will be paid \$0.78/km for the distance travelled in their own vehicle from the workshop to the job site.

Example 3

The employee is starting and finishing at the workshop. The employee does some work on-site during the day, as well as some service calls.

The employee drives themselves to and from the workshop in their own car to start and finish the day, but is using a company vehicle during the day to get to different jobs.

With regard to fares and travel only, the employee would be paid nothing. The employee is neither starting nor finishing on-site so they are not entitled to fares or payment for excess travelling time.

This employee would simply be paid wages from the time they clock on at the workshop to the time they clock off at the workshop – meaning that the travel they do throughout the day is part of their ordinary hours.

71. UNION RELATED ISSUES

Union membership

Electrical workers are eligible for union membership under the provisions of the *Fair Work Act 2009*. It is illegal for an employee to be coerced into joining or not joining a union.

Please refer to the “Union Right of Entry” information sheet on the website for right of entry provisions.

72. WORKERS COMPENSATION

If you are considering putting on an apprentice, a casual, or a new employee, contact your relevant state workers compensation scheme to ensure immediate coverage.

Obligation

Employers have a legal obligation to hold a workers’ compensation insurance policy once they engage a worker.

Each State/Territory scheme has its own definition for a “worker”. In some cases, contractors may be deemed workers for the purposes of workers compensation.

Employee Injuries

Work related injuries and illnesses must be reported to the relevant workers compensation authority in your State/Territory.

Each State/Territory workers compensation scheme has its own method for reporting and claims.

State/Territory	Scheme	Contact Details
Queensland	WorkCover Queensland	1300 362 128 www.workcoverqld.com.au
New South Wales	WorkCover NSW	13 10 50 www.workcover.nsw.gov.au
Australian Capital Territory	WorkSafe ACT	(02) 6207 3000 www.worksafety.act.gov.au
Victoria	Victorian WorkCover Authority	1800 136 089 www.worksafe.vic.gov.au
Tasmania	WorkCover Tasmania	1300 366 322 www.workcover.tas.gov.au
Northern Territory	NT WorkSafe	1800 250 713 www.worksafe.nt.gov.au
South Australia	Return to Work	13 18 55 www.rtwsa.com
Western Australia	WorkCover WA	1300 794 744 www.workcover.wa.gov.au

APPENDIX 1 - AWARD CLASSIFICATIONS

Full classification definitions can be found in Schedule B of the full award.

Electrical Worker Grade 1: Electrical Labourer

Electrical Worker Grade 2: Electrical Tradesperson's Assistant
Lines Assistant
Line Clearance Operator

Electrical Worker Grade 3: Storework
Qualified to drive or operate plant, machinery or equipment
Fire Alarm/ Security Alarm Tester
Installs Data and Communication Cabling

Electrical Worker Grade 4: Alarm Security Tester Grade 2
Electronic Equipment Installer Level 2
Restricted B class licensed electrical worker
Purchasing Clerk

Electrical Worker Grade 5: Electrical Tradesperson Level 1
Electronic/ Communication Serviceperson Level 1
Instrument Tradesperson Level 1
Refrigeration/ Air Conditioning Tradesperson Level 1
Linesperson/ Cable Jointer Level 1

Note: Progress to higher classifications is not based on time but on recognition of additional experience, or completion of, relevant AQF competencies.

Electrical Worker Grade 6: Electrical Tradespersons Level 2
Electronic/Communications Serviceperson Level 2
Instrument Tradesperson Level 2
Refrigeration/ Air Conditioning Tradesperson Level 2
Linesperson/ Cable Jointer Level 2

Electrical Worker Grade 7: Electrician Special Class
Electronic/Communications Serviceperson Special Class
Linesperson/ Cable Jointer Special Class;
Instrument Tradesperson Special Class Refrigeration/Air-conditioning Tradesperson Special Class

Electrical Worker Grade 8: Advanced Electrical Tradesperson Level 1
Advanced Electronic/Communications Service Person Level 1
Advanced Instrument Tradesperson Level 1

Electrical Worker Grade 9: Advanced Electrical Tradesperson Level 2
Advanced Electronic/Communications Service Person Level 2
Advanced Instrument Tradesperson Level 2
Advanced Refrigeration/ Air-Conditioning Tradesperson Level 2

Electrical Worker Grade 10: Advanced Electrical Tradesperson Level 3
Advanced Electronic Service Person Level 3
Advanced Instrument Tradesperson Level 3
Advanced Refrigeration/ Air-Conditioning Tradesperson Level 3

APPENDIX 2 - INDIVIDUAL FLEXIBILITY AGREEMENT

Date agreement made

(Insert date)

Parties:

Employer

(Insert employer's name)

Employee

(Insert employee's name)

Employee Position

(Insert position)

Commencement of the Agreement

(Insert commencement date)

Award or Agreement binding the parties, which is being varied pursuant to flexibility clause

E.g. Electrical, Electronic and Communications Contracting Award 2010

Award term/s being varied

(Insert the clause to be varied i.e. arrangement of employees ordinary working hours, overtime rates, penalty rates, allowances, leave loading)

How the Award/Agreement term/s is being varied

(Insert how the terms are being varied)

How the Agreement does not disadvantage the Employee in relation to the Employee's terms and conditions of employment

(E.g. the Employee will be paid \$X, which will mean that the Employee will receive more than if the Employee was paid for working X hours.

We agree:

1. To vary the Award in the way outlined above
2. That we have not been subject to coercion or duress to make this agreement
3. That the details outlined above are accurate
4. That we can terminate this agreement at any time by agreement or by one of us by giving the other party thirteen week's written notice of the termination.

Signed:

.....
Employee

.....
Employer

.....
By the employee's guardian (if the employee is under 18 years of age).

.....
Print the name of the person signing on behalf of the employer

.....
Print the name of the parent or guardian and relationship to the employee

Note: This Individual Flexibility Agreement must be retained by the employer as it relates to time and wage records. A copy of this agreement must also be given to the employee.

[illegible]

[illegible]



Lead.Connect.

T: 1300 889 198 F: 1800 622 914
PO Box 2438, Fortitude Valley, QLD 4006
info@masterelectricians.com.au
masterelectricians.com.au

Queensland Level 2, 57 Berwick St, Fortitude Valley, QLD 4006
New South Wales Suite 4, Level 3, 100 George St, Parramatta, NSW 2150
Victoria Level 1, 20A, 75 Lorimer St, South Wharf, VIC 3006
South Australia 4A Northcote Street, Torrensville, SA 5031
Western Australia Unit B2, 20 Tarlton Cr, Perth Airport, WA 6105

Travel Allowances under the Electrical, Electronic and Communications Contracting Award 2010 (Modern Award)

Travel time allowance (Clause 17.5(c))

Employees are paid an allowance of \$5.78 for each day they present themselves for work.

This allowance also applies when an employee is on an RDO, however is not paid when on any other type of leave (paid or unpaid).

An apprentice receives the relevant percentage of this amount. The percentage is based on the percentage of the Grade 5 Wage the apprentice receives for the level of the apprenticeship as expressed in the MEA wages summary.

Start and/or Finish on job (17.5(d))

*Please note that different allowances apply depending on whether the employee is offered free transport or is required to utilise their own transport for the purpose of work.

TRAVEL ALLOWANCES SIMPLIFIED		
Distance between site and workshop	Employee using own vehicle	Employer offers to provide transport free of charge from workshop or employee's home
Up to 50km from workshop	\$18.80 fares per day for employee providing their own transport	\$3.37 fares per day for employer offering to provide transport free of charge
Over 50km from workshop	\$18.80 fares per day + ordinary rates for time spent travelling more than 50km when the job is more than 50km from the office/depot. Minimum of a 15-minute payment.	\$3.37 fares per day + ordinary rates for time spent travelling more than 50km when the job is more than 50km from the office/depot. Minimum of a 15-minute payment.

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Members should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

Note: These allowances are not applicable when the employee is required to start and finish at the workshop. This allowance does not form part of the employee's ordinary work day.

When starting and/or finishing on-site, travelling time before or after work (to and/or from the site) will be paid at ordinary rates, as travelling time is not considered time worked and therefore it is not part of the employee's ordinary work day.

The above fares are to be paid even if the employee is starting at the workshop but finishing on-site, and vice versa. That is, when the employee is starting **and/or** finishing on-site.

Motor Vehicle Allowance (Clause 17.5(b))

Employees are paid a motor vehicle allowance of \$0.78/km where the employee, by agreement with their employer, uses their own motor vehicle in the following cases:

- Where the employee starts or finishes work at a job away from their workshop or depot and the distance travelled is further than the distance between the employee's home and the workshop or depot
- For the distance of the employee's journey where the employee is recalled to work overtime after leaving work for the day
- For the distance of the employee's journey in travelling between their workshop or depot and a job or between jobs
- For the distance of the employee's journey in travelling to or from distant work

Travel Allowance Scenarios

Example 1 – Start and Finish on site

The employee starts and finishes on-site. The employer or a work colleague has collected the employee from their home in a company car. The work-site is 85km from the employer's workshop. The time spent travelling from the 50km mark to the work-site was 30 minutes in each direction.

With regard to allowances travel only, the employee would be paid:

1. \$5.78* for presenting themselves for work (*adjust amount for apprentices).
2. \$3.37 fares for starting and finishing on-site with the employer providing free transport.

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Members should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

3. 30 minutes payment at ordinary rates for the time spent travelling past the 50km mark each time the distance is travelled. Therefore, this would total to one hour's payment as the employee is travelling 30 minutes past the 50km mark in each direction.

Example 2 – Finishing on Site

The employee is starting at the workshop. Toward the end of the day, the employee is sent to a work-site where they work for two hours then finish for the day and go directly home from the site. The work-site is 30km from the workshop, and puts an extra 30km onto the employee's trip home from the worksite. The employee is using their own vehicle.

With regard to travel allowances only, the employee would be paid:

1. \$5.78* for presenting themselves for work (*adjust amount for apprentices).
2. \$18.80 fares for finishing on-site and using their own vehicle. No travel time is paid as the work-site is under 50km from the workshop.
3. 78c/km for the distance of 30km that the employee travelled in their own vehicle out to site.

Example 3 – Start/Finish at Workshop

The employee is starting and finishing at the workshop. The employee does some work on-site during the day, as well as some service calls. The employee drives themselves to and from the workshop in their own car to start and finish the day, but is using a company vehicle during the day to get to different jobs.

With regard to travel allowances only, the employee would be paid:

1. \$5.78* for presenting themselves for work (*adjust amount for apprentices).
2. The employee is neither starting nor finishing on-site so is not entitled to fares.
3. The employee is not using their own vehicle in the interest of the employer so is not entitled to payment for motor vehicle allowance.

Remember: The start/finish on the job allowance are to be paid even if the employee is starting at the workshop but finishing on-site, and vice versa. That is, when the employee is starting and/or finishing their working day on-site.

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Members should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.

Example 4 – Employee lives close to distant job

The employee starts and finishes on-site which is located 10km from their residence but 85km from the workshop. The employer has supplied the employee with a company vehicle.

While the job site is in excess of the 50km from the workshop the employee does not travel in excess of 50km so with regard to allowances travel only, the employee would be paid:

1. \$5.78* for presenting themselves for work (*adjust amount for apprentices).
2. \$3.37 fares for starting and finishing on-site with the employer providing free transport.

The award states that travelling time is payable for 'each occasion the distance in excess of 50km is travelled'.

For further information please contact MEA's Workplace Relations Department on 1300 889 198.

Revised date: July 2017

Review date: July 2018

Lead.Connect.

T: 1300 889 198 F: 1800 622 914
info@masterelectricians.com.au
masterelectricians.com.au

Disclaimer: The information contained in this information sheet is not to be construed as advice but as a general guide based on our interpretation of the law. Members should not act solely on the basis of the material contained in the information sheet as the items are general comments and cannot be considered a substitute for detailed professional advice, which would take into account your individual circumstances and needs. The information sheet is issued as a helpful guide for your private information. We recommend you seek detailed advice on any matter related to your business activities.