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PLEASE NOTE THAT THE LPA COMMENTARY FOR THE BROADCASTING &
RECORDED ENTERTAINMENT AWARD 2010 IS INTENDED TO BE READ IN
CONJUNCTION WITH THIS DOCUMENT.

FOR YOUR CONVENIENCE, PARTS 6, 7, 8, 10, 11 AND 12 AND SCHEDULES B, C, D, F, G and H HAVE BEEN OMMITTED FROM THIS AWARD (those Parts have no effect on the Cinema Industry).
Part 1—Application and Operation

1. Title

This award is the Broadcasting and Recorded Entertainment Award 2010.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

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

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

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

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

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

2.6 Fair Work Australia may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

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

3.1 In this award, unless the contrary intention appears:

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

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

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

**broadcasting and recorded entertainment industry** means the production (including pre-production and post-production), broadcasting, distribution, showing, making available, and/or sale of audio and audio/visual content including but not limited to feature films, television programs (including series, serials, telemovies and mini-series), news, current affairs, sport, documentaries, video clips, digital video discs, television commercials, training films and the like whether for television exhibition, theatrical exhibition, sale to the public, digital media release or release in any other medium

**cadet** means an employee who is constantly or regularly in training in the collection of and/or preparation of matter for television or radio news services and current affairs programs

**call** means a performance or rehearsal or recording session or a combination of any of these for a minimum of three hours’ duration

**cinema** means any building or structure used for the purpose of exhibiting films commercially and includes a drive-in

**daylight shifts** mean all on-air shifts starting between 4.00 am and 5.59 pm Monday to Friday

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

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

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

**indigenous employee** means an Aboriginal or Torres Strait Islander person

**journalist** means an employee engaged in the gathering, writing or preparing of news matter or news commentaries

**juvenile** means an artist who is less than 16 years of age
Broadcasting and Recorded Entertainment Award 2010

**metropolitan television station** means a station that is operated by a metropolitan commercial television broadcasting licensee in accordance with the *Broadcasting Services Act 1992* (Cth)

**NES** means the National Employment Standards as contained in sections 59 to 131 of the Act

**non metropolitan television station** means a station other than a metropolitan television station

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

**orchestra and/or band** means a combination of musicians engaged to perform together

**standard rate** means the minimum weekly wage for a Grade 5 entertainment employee in clause 14—Classifications and minimum wages

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

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

4. **Coverage**

4.1 This award covers employers throughout Australia in the broadcasting and recorded entertainment industry and their employees in the classifications set out in this award to the exclusion of any other modern award.

4.2 This award does not cover employers covered by the following awards with respect to employees covered by the:

   (a) *Clerks—Private Sector Award 2010*;

   (b) *Journalists Published Media Award 2010*;

   (c) *Air Pilots Award 2010*; or

   (d) *Commercial Sales Award 2010*.

4.3 This award does not apply to news editors employed by a metropolitan television station.

4.4 The provisions of Part 3—Types of Employment and Termination of Employment and Part 8 – Journalists (except for clauses 45.2, 49.2 and 49.3) of this award will not apply to any journalist who would otherwise be covered by this award where:

   (a) the employee is employed on a fixed term contract; and

   (b) in the case of metropolitan television station, the employee is paid an annual salary not less than $80,631; or
Broadcasting and Recorded Entertainment Award 2010

(c) in the case of non metropolitan television station, the employee is paid an annual salary not less than $65,411.

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

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

4.7 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

4.8 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.9 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

4.10 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award.
7. **Award flexibility**

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;
(b) overtime rates;
(c) penalty rates;
(d) allowances; and
(e) leave loading.

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

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

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

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

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

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

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

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

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.
Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

9. Dispute resolution

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

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

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

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

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

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

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

10.2 Full-time employment

(a) Except as specified elsewhere in this award a full-time employee is an employee who is engaged to work 38 hours per week.

(b) A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.

10.3 Part-time employment

(a) A part-time employee is an employee who works less than 38 hours; has regular, reasonably predictable and continuous employment; and receives, on a pro rata basis at the rate of 1/38th of the weekly rate, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(b) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.
(c) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day including the starting and finishing time and which days of the week the employee will work. A copy of the agreement must be provided to the employee.

(d) The terms of the engagement may be varied by consent. Any agreed variation to the pattern of work will be recorded in writing, with a copy of the variation provided to the employee.

(e) All hours worked in excess of the hours as mutually arranged will be overtime and will be paid as such.

10.4 Despite clause 10.3(c), the hours of a television journalist may be altered by the employer giving the employee seven days’ notice in writing, provided that there is no change to the total agreed number of ordinary hours of work.

10.5 Casual employment

(a) A casual employee is an employee engaged as such and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.

(b) A casual employee must be paid at the relevant minimum hourly wage plus a loading of 25%. Such loading is paid instead of all paid leave including annual leave, personal/carer’s leave and public holidays not worked whether prescribed in this award or the NES.

(c) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

(d) Subject to the provisions of clause 14.7, casual employees are entitled to a minimum payment of four hours’ pay on each occasion they are required to attend for work.

10.6 Special provisions for employees in cinemas

Clauses 10.2 to 10.5 will not apply to employees in cinemas.

11. Cadets

11.1 A journalist can be employed on a cadetship in accordance with this clause.

11.2 Subject to the provisions of this clause, the period of cadetship is as follows:

(a) For a cadet other than a graduate of an approved tertiary course the period of cadetship must not exceed three years, provided that cadet training requirements are met.

(b) For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship must not exceed one year during which the cadet is to be paid at the appropriate percentage for a final year cadet.
(c) A cadet who after 12 months or more employment completes an approved tertiary course is to be advanced to the final year of cadetship.

(d) Provided that periods of training in journalism on any newspaper or in any radio or television station are to be taken into account in calculating the period of cadetship.

11.3 Cadet training requirements and related matters

(a) Cadets must be instructed progressively throughout their cadetship in practical journalism and a responsible person will supervise that training. Cadets must also be given the opportunity to acquire a full knowledge of the handling of news/current affairs from its collection to its broadcast/televising.

(b) A cadet must be given instruction and practical demonstrations in matters such as news presentation and sub-editing.

(c) A cadet must retain copies of material prepared by the cadet for checking by, and discussion with, the person responsible for cadet training.

(d) A cadet may be given explanations concerning changes to the material prepared by the cadet.

(e) A cadet is required to attend or study a series of lectures by senior journalists and/or other authorities on the theory and practices of journalism, such as lectures on the laws or practices currently in force on the subjects of libel, contempt of court, parliamentary and court privilege and also lectures on political and economic or other subjects of value to the cadet.

(f) Lectures given during study for a diploma of journalism course are deemed to be lectures for purposes of these requirements.

(g) A cadet must be tested from time to time to ascertain the level of knowledge of news and/or current affairs.

(h) A cadet must learn shorthand and typewriting and must be examined from time to time to determine the progress being made, subject to the following.

(i) A cadet is not entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in shorthand.

(ii) A cadet who commenced cadetship pursuant to clauses 11.2(a) or (b) is not entitled to be classified as a journalist without having obtained a minimum standard of 80 words per minute in shorthand.

(iii) Provided that, an employer is in a particular case able to waive the attainment of such standards as a condition of promotion to the next higher year of cadetship or to the classified staff.
Broadcasting and Recorded Entertainment Award 2010

(iv) Tuition in shorthand will be arranged by the employer either within or outside the office. Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of a cadet must regularly monitor the progress being made by each cadet, and particularly whether or not the cadet’s record of attendance at classes is satisfactory.

(v) A cadet must be given wide practical experience in reporting work. To this end a cadet will, so far as practicable, be required to gain experience in as many sections as possible.

(vi) Cadets will from time to time accompany classified journalists on assignments to receive practical instruction.

(vii) A cadet must be permitted by the employer to be absent during ordinary working hours for periods not exceeding a total of four hours in any week to attend instruction in shorthand and typewriting.

(viii) In addition a cadet may apply for leave of absence to attend at an Australian university or college of advanced education for a course of the diploma of journalism or other courses approved by the employer.

(ix) All lectures and other fees for the studies prescribed in clause 11.3(h)(viii) will be made available by the employer, provided that reports of the cadet’s conduct and progress are satisfactory.

12. Termination of employment

12.1 Notice of termination is provided for in the NES.

12.2 Notice of termination by an employee

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

12.3 Job search entitlement

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

13. Redundancy

13.1 Redundancy pay is provided for in the NES.
13.2 Transfer to lower paid duties

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

13.3 Employee leaving during notice period

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

13.4 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 12.3.

13.5 Transitional provisions – NAPSA employees

(a) Subject to clause 13.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with terms of a notional agreement preserving a State award:

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.
Clause 13.5 ceases to operate on 31 December 2014.

13.6 **Transitional provisions – Division 2B State employees**

(a) Subject to clause 13.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:

(i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) Clause 13.6 ceases to operate on 31 December 2014.
Part 4—Minimum Wages and Related Matters

14. Classifications and minimum wages

14.1 All employees covered by this award must be classified according to the structures set out in Schedule B – Television Broadcasting to Schedule H – Motion Picture Production and paid the minimum wages set out in this clause for their classification. Employers must advise their employees in writing of their classification and of any change to their classification.

14.2 Common salary structure

For the purposes of this clause only, a common salary structure is adopted for the purposes of establishing minimum rates of pay. This structure is as follows:

(a) Grade 1 entertainment employee includes the following classifications:

No classifications.

(b) Grade 2 entertainment employee includes the following classifications:

Motion Picture Production Employee Level 1; Cinema Worker Level 1.

(c) Grade 3 entertainment employee includes the following classifications:

Motion Picture Production Employee Level 2; Cinema Worker Level 2.

(d) Grade 4 entertainment employee includes the following classifications:

Trainee (other than trainee director), Assistant Technician, Assistant Maser Control Operator, Assistant Hair or Make-up Artist, Carpenter’s Assistant, Wardrobe Assistant/Keeper, Assistant Still Photographer (non-trade), Set and Prop Painter (non-trade) and Property Assistant/Studio Hand/Prop and Scenery Storeperson/Set Dresser—Television Broadcasting; Broadcast operator—Radio; Motion Picture Production Employee Level 3.

(e) Grade 5 entertainment employee includes the following classifications:

Technician B, Audio Operator B, Lighting Operator B, Master Control B, Videotape Operator, Camera Operator B, Producer/Director’s Assistant/VCG Operator, Assistant Floor Manager, Hair or Makeup Artist, Carpenter—Trade level, Wardrobe Person, Still Photographer (trade level), Set and Property Painter (trade) and Studio Hand A/Set Dresser A—Television Broadcasting; Extra/Stand-in, double—
Television Programs and Feature Films etc.; Cinema Worker Level 3; Technician—Radio; Motion Picture Production Employee Level 4.

(f) **Grade 6 entertainment employee includes the following classifications:**

Technician B+, Audio Operator B+, Lighting Operator B+, Master Control B+, Production Videotape Operator B, Vision Switcher, Assistant Presentation Co-ordinator, Music/Video Librarian, ENG Camera Assistant, Graphic Artist, Hair and Makeup Artist, Carpenter Trade Level—Television, Set Designer, Scenic Artist and Property Person/Senior Studio person—Television Broadcasting.

(g) **Grade 7 entertainment employee includes the following classifications:**

Technician A, Audio Operator A, Lighting Operator A, Master Control Operator A, Camera Operator A, Senior ENG Camera Assistant, Floor Manager, Senior Make-Up Artist—Television Broadcasting; Production Videotape Operator A/Editor B; Announcer Class 2 and Senior Technician—Radio; Bit Player—Feature Films; Cinema Worker Level 4; Motion Picture Production Employee Level 5; Broadcaster/Journalist Class 2.

(h) **Grade 8 entertainment employee includes the following classifications:**

Technician A+, Audio Operator A/Audio Director, Lighting Operator A/Lighting Director, Master Control A+, Vision Switcher Major Production, Editor A and ENG Camera Operator B, Senior/Specialist Graphic Artist, Trainee Director, Trainee Producer, Producer/Director's Assistant/VCG Operator Major Production, Make-Up Supervisor/Hairdresser Supervisor, Senior Carpenter and Wardrobe Supervisor—Television Broadcasting; Announcer Grade 1—Radio; Performer Grade 1—Feature Films; Broadcaster/Journalist Class 1, Cinema Worker Level 5.

(i) **Grade 9 entertainment employee includes the following classifications:**

Senior Technician B, Senior Audio Director B, Senior Lighting Director B, Senior MC Operator B, Senior Production Videotape Operator/Post-Production Editor B, Music/Video Library Supervisor, Senior Camera Operator B, Director, Floor Manager Major Production and Senior Set Designer—Television Broadcasting; Cinema Worker Level 6; Motion Picture Production Employee Level 6.

(j) **Grade 10 entertainment employee includes the following classifications:**

Presentation Co-ordinator—Television Broadcasting; Performer Grade 2—Television Programs and Feature Films Etc.; Engineer—Radio.
(k) **Grade 11 entertainment employee includes the following classifications:**

Senior Technician A, Senior Audio Director A, Senior Lighting Director A, Senior MC Operator A, Post-Production Editor A, Senior Camera Operator A, Senior Photographer, ENG Camera Operator A—Television Broadcasting, Motion Picture Production Employee Level 7; Chief Engineer—Radio.

(l) **Grade 12 entertainment employee includes the following classifications:**

Senior Director, Senior ENG Camera Operator—Television Broadcasting.

(m) **Grade 13 entertainment employee includes the following classifications:**

Supervisor Audio, Supervisor Lighting, Supervising Presentation Coordinator, Supervisor Camera, Supervising Graphic Artist, Set Designer Supervisor—Television Broadcasting.

(n) **Grade 14 entertainment employee includes the following classifications:**

Supervising Technician B, Master Control Supervisor, Video Supervisor/Post-Production Senior Editor and Director Major Production/Specialist—Television Broadcasting.

(o) **Grade 15 entertainment employee includes the following classifications:**

Supervising Technician A and Specialist ENG Camera Operator—Television Broadcasting.

(p) **Grade 16 entertainment employee includes the following classifications:**

Supervising Technician A+, Supervising ENG Camera Operator, Supervising Director—Television Broadcasting; Motion Picture Production Employee Level 8.

(q) **Grade 17 entertainment employee includes the following classifications:**

Motion Picture Production Employee Level 9.

(r) **Grade 18 entertainment employee includes the following classifications:**

Motion Picture Production Employee Level 10.
14.3 **Adult wages**

The minimum wages for employees in the classifications in clause 14.2, subject to the provisions of clause 14.7 and clause 14.2, are:

<table>
<thead>
<tr>
<th>Classification level</th>
<th>Minimum weekly wage</th>
<th>Minimum hourly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>622.20</td>
<td>16.37</td>
</tr>
<tr>
<td>Grade 2</td>
<td>640.20</td>
<td>16.85</td>
</tr>
<tr>
<td>Grade 3</td>
<td>664.80</td>
<td>17.49</td>
</tr>
<tr>
<td>Grade 4</td>
<td>687.60</td>
<td>18.09</td>
</tr>
<tr>
<td>Grade 5</td>
<td>724.50</td>
<td>19.07</td>
</tr>
<tr>
<td>Grade 6</td>
<td>747.20</td>
<td>19.66</td>
</tr>
<tr>
<td>Grade 7</td>
<td>769.90</td>
<td>20.26</td>
</tr>
<tr>
<td>Grade 8</td>
<td>790.50</td>
<td>20.80</td>
</tr>
<tr>
<td>Grade 9</td>
<td>812.60</td>
<td>21.38</td>
</tr>
<tr>
<td>Grade 10</td>
<td>830.60</td>
<td>21.86</td>
</tr>
<tr>
<td>Grade 11</td>
<td>847.60</td>
<td>22.31</td>
</tr>
<tr>
<td>Grade 12</td>
<td>870.30</td>
<td>22.90</td>
</tr>
<tr>
<td>Grade 13</td>
<td>892.90</td>
<td>23.50</td>
</tr>
<tr>
<td>Grade 14</td>
<td>904.40</td>
<td>23.80</td>
</tr>
<tr>
<td>Grade 15</td>
<td>938.60</td>
<td>24.70</td>
</tr>
<tr>
<td>Grade 16</td>
<td>979.70</td>
<td>25.78</td>
</tr>
<tr>
<td>Grade 17</td>
<td>1002.40</td>
<td>26.38</td>
</tr>
<tr>
<td>Grade 18</td>
<td>1048.20</td>
<td>27.58</td>
</tr>
</tbody>
</table>

14.4 **Junior employees**

(a) The minimum wages of junior employees are the following percentages of the minimum wage for an entertainment employee Grade 5:

<table>
<thead>
<tr>
<th>Years of age</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>45</td>
</tr>
<tr>
<td>17</td>
<td>55</td>
</tr>
<tr>
<td>18</td>
<td>65</td>
</tr>
<tr>
<td>19</td>
<td>75</td>
</tr>
<tr>
<td>20</td>
<td>85</td>
</tr>
</tbody>
</table>

(b) Provided that a junior engaged in putting a television station to air working as the only operator and without supervision must be paid the adult minimum wage for the appropriate classification.
(c) Provided also that a junior with three years’ full-time experience, or equivalent, in a television station, must be paid the adult minimum wage for the appropriate classification.

(d) Service as a junior will count as service in a trainee adult classification.

(e) Junior rates are not applicable to performer (including extras, double bit players) classifications. In these classifications a juvenile, as defined, is to be paid at a rate of 50% of the adult minimum wage rate of the appropriate classification.

(f) Neither junior rates nor juvenile rates are applicable to motion picture production or musician classifications. Juniors and juveniles employed under these classifications will be paid the adult rates.

14.5 Journalists

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum weekly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Band One</strong></td>
<td></td>
</tr>
<tr>
<td>Journalist Grade 1</td>
<td>790.50</td>
</tr>
<tr>
<td>Journalist Grade 2</td>
<td>847.60</td>
</tr>
<tr>
<td>Journalist Grade 3</td>
<td>938.60</td>
</tr>
<tr>
<td>Journalist Grade 4</td>
<td>979.70</td>
</tr>
<tr>
<td><strong>Band Two</strong></td>
<td></td>
</tr>
<tr>
<td>Journalist Grade 5</td>
<td>1025.30</td>
</tr>
<tr>
<td>Journalist Grade 6</td>
<td>1093.60</td>
</tr>
<tr>
<td>Journalist Grade 7</td>
<td>1161.90</td>
</tr>
<tr>
<td><strong>Band Three</strong></td>
<td></td>
</tr>
<tr>
<td>Journalist Grade 8</td>
<td>1196.20</td>
</tr>
</tbody>
</table>

14.6 Cadets

The minimum weekly wages of cadets are calculated by applying the following percentages to the minimum wage rate for a Journalist Grade 1, provided that an adult cadet will not be paid less than an entertainment employee Grade 1.

<table>
<thead>
<tr>
<th>Year of cadetship</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>60</td>
</tr>
<tr>
<td>Second</td>
<td>75</td>
</tr>
<tr>
<td>Third</td>
<td>90</td>
</tr>
</tbody>
</table>

14.7 Actors

Notwithstanding the provision of clause 14.3, and subject to clause 60.3, the minimum rates for performers are as follows.
Broadcasting and Recorded Entertainment Award 2010

(a) **Engaged casually by the hour (with a minimum call of four hours)**

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra (advertising films)</td>
<td>29.08</td>
</tr>
<tr>
<td>Extra (feature film)</td>
<td>26.08</td>
</tr>
<tr>
<td>Extra/Stand-In Double (other content)</td>
<td>23.77</td>
</tr>
<tr>
<td>Bit Player (content other than feature films and advertising films)</td>
<td>25.33</td>
</tr>
<tr>
<td>Performer not required to speak more than two lines of dialogue (feature film)</td>
<td>34.88</td>
</tr>
<tr>
<td>Performer (advertising films)</td>
<td>35.30</td>
</tr>
</tbody>
</table>

(b) **Engaged by the day**

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Daily rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra/Stand-In/Double</td>
<td>173.86</td>
</tr>
<tr>
<td>Performer Class 1 (content other than feature film and advertising films)</td>
<td>189.74</td>
</tr>
<tr>
<td>Performer Class 1 (feature film)</td>
<td>221.36</td>
</tr>
<tr>
<td>Performer Class 2 (content other than feature film and advertising films)</td>
<td>199.36</td>
</tr>
<tr>
<td>Performer Class 2 (feature film)</td>
<td>232.57</td>
</tr>
</tbody>
</table>

(c) **Engaged by the week**

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stand-In/Double</td>
<td>724.50</td>
</tr>
<tr>
<td>Bit Player</td>
<td>769.90</td>
</tr>
<tr>
<td>Performer Class 1</td>
<td>790.50</td>
</tr>
<tr>
<td>Performer Class 2</td>
<td>830.60</td>
</tr>
</tbody>
</table>

(d) **Engaged by the week in a serial drama or serial comedy**

<table>
<thead>
<tr>
<th>Classifications</th>
<th>1 or 2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Double</td>
<td>724.50</td>
<td>1041.50</td>
<td>1358.40</td>
<td>1675.40</td>
</tr>
<tr>
<td>Bit Player</td>
<td>769.90</td>
<td>1106.70</td>
<td>1443.60</td>
<td>1780.40</td>
</tr>
<tr>
<td>Performer Class 1</td>
<td>790.50</td>
<td>1136.30</td>
<td>1482.20</td>
<td>1828.00</td>
</tr>
</tbody>
</table>
14.8 Interviews, auditions and screen tests

(a) None of the provisions of this award apart from this clause will apply to an employee engaged solely for an interview, audition or screen test for a role in television or a feature film.

(b) No payment need be made for the first interview or audition or screen test.

(c) Minimum rates of pay for screen tests for television will be 8.25% of the standard rate or 6.85% of the standard rate if visual only.

(d) Minimum rates of pay for any other audition and/or screen test will be 3.76% of the standard rate per hour or part thereof with a minimum payment of one hour. For the purpose of calculating payment under this provision the artist will be deemed to have commenced the audition or screen test at the time of the artist’s call or the artist’s arrival time whichever is the later.

(e) Artists will be given the specific times of attendance required for an audition, screen test or interview.

14.9 Post-synchronisation or additional dialogue

(a) A performer post-synchronising their own voice unless such work is carried out during the period of their engagement will be paid at the hourly rate, with a minimum call of two and a half hours.

(b) A performer revoicing another artist’s voice, engaged by the hour for a minimum of two and a half hours will be paid per hour 6.3% of the relevant minimum weekly actor’s rate set out in clause 14.7(c).

14.10 Musicians (other than session singers)

For a minimum call of three hours’ duration the minimum payment is:

$  

(a) for a musician working in television broadcasting

(i) performance 99.82

(ii) rehearsal 75.51

(b) for a musician working in records for sale to the public 107.49

(c) for a musician working in feature films, documentaries, telemovies or television mini-series 146.36
14.11 Musicians (session singers)

For a minimum call of three hours’ duration the minimum payment is $177.61.

14.12 Employees in cinemas

All employees in cinemas will receive an 8% penalty averaging component instead of Sunday penalty payments and reduced public holiday penalties.

15. Payment of wages

15.1 All employees must be paid weekly or fortnightly by cash, cheque or electronic funds transfer, except where the employer is currently paying monthly in which case that system may continue. Provided also that by written agreement between an employer and an individual employee in the relevant enterprise, wages may be paid monthly.

15.2 All amounts due to an employee in respect of work carried out during a week or fortnight must be paid to the employee within the succeeding seven days.

16. Supported wage system

See Schedule I

17. National training wage

See Schedule J

18. Allowances

18.1 Vehicle allowance

(a) Where the employer requires an employee to use their own vehicle in the course of their employment the employer must pay the employee an allowance of $0.76 per kilometre.

(b) Where the employer requires an employee to use their own motorcycle in the course of their employment the employer must pay the employee an allowance of $0.38 per kilometre.

18.2 First aid allowance

Where an employer appoints an appropriately qualified employee as a first aid attendant the employee will be paid an allowance of 2% of the standard rate calculated weekly or hourly as the case may be.

18.3 Working late and working early

If an employee not permanently employed on night work is engaged until such an hour that the ordinary means of public transport are not available, or is required to start work before their normal means of transport are available,
they will be allowed the necessary expense of transport to or from their home, or transport will be provided by the employer. This clause does not apply to an employee to whom the provisions of clause 32.8 applies.

18.4 Uniform allowance
The employer will pay an employee an allowance of $1.51 per rostered day up to a maximum of $7.41 per week, where the employee is responsible for the laundering and/or cleaning of a uniform.

18.5 Telephone rental allowance
If the employer requires an employee to have a telephone the employer must meet the rental cost.

18.6 Language allowance
(a) Where an Indigenous employee is required to have a recognised proficiency in English as well as that employee’s traditional Aboriginal and Torres Strait Islander language for the performance of the employee’s duty, the employer will pay the employee an allowance as follows:

(i) Level 1—159.66% of the standard rate per annum
Level 1 is an elementary level. This level is appropriate for employees who are capable of using a minimal knowledge of language for general communication.

(ii) Level 2—319.64% of the standard rate per annum
Level 2 represents a level of ability for the ordinary purpose of general business, conversation, reading, writing and production.

(b) The employee is required to obtain bilingual accreditation through a recognised Aboriginal and Torres Strait Islander Language Centre/Group or an alternative agency agreed to between the employer and the employee. This proof of language proficiency must be obtained before the employee is entitled to this allowance.

18.7 Tools of trade
(a) Where the employer requires the employee to provide any tools for the performance of their work, the employer must reimburse the employee the cost of purchasing such tools.

(b) Where any tools supplied or paid for by the employer are lost through the negligence of the employee the cost of their replacement may be deducted from the employee’s wage.

18.8 Protective clothing
Where an employee is required by law to wear protective clothing and the employee purchases the clothing the employer must reimburse the employee for the cost of purchase.
18.9 Adjustment of expense related allowances

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

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clothing, equipment and tools allowance</td>
<td>Clothing and footwear group</td>
</tr>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Vehicle/travel allowance</td>
<td>Private motoring sub-group</td>
</tr>
</tbody>
</table>

19. District allowances

19.1 Northern Territory

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

(a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

(b) that would have entitled the employee to payment of a district allowance.

19.2 Western Australia

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

(a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

(b) that would have entitled the employee to payment of a district allowance.

19.3 This clause ceases to operate on 31 December 2014.
20. **Accident pay**

20.1 Subject to clause 20.2, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

- (a) if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and

- (b) that would have entitled the employee to accident pay in excess of the employee’s entitlement to accident pay, if any, under any other instrument.

20.2 The employee’s entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of accident pay which exceeds the employee’s entitlement to accident pay, if any, under any other instrument.

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

20.4 This clause ceases to operate on 31 December 2014.

21. **Higher duties**

An employee (other than a journalist) engaged for half or more of one day on the duties of a higher classification must be paid the higher rate for the whole day.

22. **Superannuation**

22.1 **Superannuation legislation**

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

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.
22.2 Employer contributions

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

(b) Despite the provisions of clause 22.2(a) an employer must also make superannuation contributions to a superannuation fund on behalf of a performer (excluding extras, doubles and stand-ins) between the ages of 16 and 18 as if the performer were 18 if:

(i) the juvenile is engaged on a 12 week contract or longer;

(ii) the juvenile has been employed in the broadcasting and recorded entertainment industry for a minimum of six professional engagements; or

(iii) the juvenile has been employed in the entertainment industry for a minimum of 30 days.

22.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

22.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

(a) AustralianSuper;

(b) Media Super;

(c) Australian Retirement Fund;

(d) FACTS Industry Superannuation Plan (FISP); or
(e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.
Part 5—Leave and Public Holidays

23. **Annual leave**

23.1 Annual leave is provided for in the NES.

23.2 Where an employee, other than a journalist or a cinema worker, works on Sundays and/or public holidays as part of their ordinary rostered hours of work, the employee must be allowed additional annual leave as follows:

<table>
<thead>
<tr>
<th>Number of days worked</th>
<th>Additional leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not less than 6 days or more than 8 days</td>
<td>1 day</td>
</tr>
<tr>
<td>Not less than 9 days or more than 11 days</td>
<td>2 days</td>
</tr>
<tr>
<td>Not less than 12 days or more than 14 days</td>
<td>3 days</td>
</tr>
<tr>
<td>Not less than 15 days or more than 17 days</td>
<td>4 days</td>
</tr>
<tr>
<td>18 days or more</td>
<td>5 days</td>
</tr>
</tbody>
</table>

NOTE: s.87(1)(b) of the Act does not apply.

23.3 Journalists are required to work on public holidays (other than Christmas Day and Good Friday) at ordinary rates of pay and are entitled to an extra two weeks’ annual leave. If a journalist is not required to work on a particular public holiday, the employer must notify the employee at least 14 days prior to the public holiday and that day will be an annual leave day. Should Christmas Day or Good Friday fall during an employee’s annual leave, the employee will be allowed an extra day’s annual leave or be paid double time for one day.

NOTE: s.87(1)(b) of the Act does not apply.

23.4 Notwithstanding the NES, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

(a) the employer gives not less than four weeks’ notice in writing of intention to do so;

(b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and is also paid for that leave at the appropriate wage in accordance with Part 4 – Minimum Wages and Related Matters;

(c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;

(d) any leave taken by an employee as a result of a close-down pursuant to this clause also counts as service by the employee with their employer;
(e) the employer may only close down the enterprise or part of it pursuant to this clause for one or two separate periods in a year;

(f) if the employer closes down the enterprise or part of it pursuant to this clause in two separate periods, one of the periods must be at least 14 consecutive days including non-working days; and

(g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to this clause for three separate periods in a year provided that one of the periods is at least 14 days including non-working days.

23.5 By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination of employment.

23.6 Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in s.88 of the Act, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days notice.

23.7 Before the start of the employee’s annual leave the employer must pay the employee:

(a) subject to clause 30.8, instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their normal hours, exclusive of overtime had they not been on leave; and

(b) an additional loading of 17.5% of the relevant minimum wage for their classification as set out in this award.

24. **Personal/carer’s leave and compassionate leave**

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

25. **Community service leave**

Community service leave is provided for in the NES.

26. **Public holidays**

26.1 Public holidays are provided for in the NES.

26.2 Except as otherwise provided for in this award:

(a) an employee (other than a journalist) required to work on a public holiday will be paid double time and a half with a minimum payment of four hours or be provided with an additional day off work;
(b) by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days; and

(c) an employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.

26.3 Special provisions for employees in cinemas

(a) Clause 26.2 will not apply to employees in cinemas.

(b) If a weekly employee is required to work on a day to be observed as a public holiday, then, in addition to receiving the normal rate of pay for working ordinary hours, employees will be paid at the rate of single time additional for the hours worked.

(c) Casual employees will be entitled to receive double the full time permanent hourly rate for work on a public holiday.

(d) A weekly employee whose rostered time falls on a public holiday will be allowed an additional day off at a time to be agreed upon by the employer and the employee or the employee will be paid an additional day’s pay instead within seven days of the holiday.
Part 9—Cinemas

53. Coverage

No employer covered by this Part 9 and not otherwise covered by Part 6, 7, 8, 10, 11 or 12 shall be covered by the Hospitality Industry (General) Award 2010 or the Restaurant Industry Award 2010.

54. Types of employment

54.1 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

54.2 Full-time employment

(a) A full-time employee is an employee who is engaged to work 76 hours per fortnight (or 152 hours in a 28 day cycle by written agreement between the employer and the employee, which may be terminated as provided in clause 55.1(d));

(b) A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.

54.3 Part-time employment

(a) A part-time employee is an employee who works less than 76 ordinary hours in a 14 day cycle (or less than 152 hours in a 28 day cycle by written agreement between the employer and the employee, which may be terminated as provided in clause 55.1(d)); has regular, reasonably predictable and continuous employment; and receives, on a pro rata basis at the rate of 1/38th of the weekly rate, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(b) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift. An employer will offer to roster a part-time employee for a minimum of 8 hours in any consecutive 7 day period commencing on a Thursday.

(c) All hours worked in excess of full-time hours will be overtime and will be paid as such.

54.4 Casual employment

(a) A casual employee is an employee engaged as such and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.
(b) A casual employee must be paid at the relevant minimum hourly wage plus a loading of 25%. Such loading is paid instead of all paid leave including annual leave, personal/carers leave and public holidays not worked whether prescribed in this award or the NES.

(c) Casual employees must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly.

(d) Casual employees are entitled to a minimum payment of three hours’ pay on each occasion they are required to attend for work.

55. Ordinary hours of work and rostering

55.1 Hours of work

(a) Ordinary hours of work can be any hours worked on any of the days Monday through to and including Sunday provided that ordinary hours worked between 1.00 am and 8.00 am on any day will be paid at the rate of double time.

(b) Full-time employees must work 76 ordinary hours in a 14 day cycle (or 152 ordinary hours in a 28 day cycle by written agreement between the employer and employee). Ordinary hours must be worked in periods of rostered ordinary hours of not more than eight consecutive hours or 10 consecutive hours by agreement between the employer and employee, and not less than four hours which must be consecutive other than for meal breaks.

(c) Part-time employees will be required to work an agreed number of ordinary hours in a 14 day cycle (or a 28 day cycle by written agreement). The agreement about ordinary hours to be worked will be in writing and may be changed at any time by agreement between the employer and employee which will also be in writing. Part-time employees may by agreement be employed as full-time employees during school holidays.

(d) Where there is a written agreement to work ordinary hours in a 28 day cycle, the employer or the employee may, on 28 days’ notice in writing to the other party, terminate the agreement and the employee will commence or resume working ordinary hours in a 14 day cycle from the next roster cycle commencing after the expiration of 28 days from the giving of notice.

(e) Casual employees will work a minimum of three consecutive hours excluding meal breaks required by the award.

(f) Any employee required to attend a meeting arranged or authorised by the employer or any structured training session shall be paid a minimum of two hours ordinary pay.
55.2 Rosters

(a) The employer will post a draft roster on the Friday and will post a final roster on the Monday afternoon before the start of the week to be worked. The start of the week is a Thursday.

(b) Where a change to the final roster is required to be made, an agreement between the employer and the employee is required.

(c) The employer can change the roster at short notice without agreement due to unforeseen operational requirements. However if the employer changes the roster for other reasons, employees will be paid double the ordinary rate for hours worked outside the original roster.

(d) To the extent practicable, the rostering process shall be undertaken in consultation with individual employees affected.

56. Meal Breaks

The employer must allow a meal break of 30 minutes or, if the employee and the employer agree, up to one hour when employees are working a rostered period of work in excess of five hours unless that rostered work period would end within that meal break. Employees required to work beyond five hours without a meal break will be paid double the ordinary rate for the period of the meal break.

57. Special allowances

57.1 Removal allowance

Where an employee is appointed or transferred to a theatre and the employer requires the employee to reside in a particular suburb, town or State, then the cost of removal necessarily incurred will be paid to the employee by the employer.

57.2 Working away from usual place of work

An employee engaged by the week who, while travelling away from home on duty, is required to provide their own board and lodging will be paid a travelling allowance of $79.91 per day to a maximum of $399.55 per week.
57.3 Zone managers—additional allowances

(a) A zone manager will, in addition to the ordinary wage, be paid the following allowance for each additional theatre supervised:

<table>
<thead>
<tr>
<th>Allowance for each additional theatre supervised per week</th>
<th>Maximum allowance per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of standard rate</td>
<td>% of standard rate</td>
</tr>
<tr>
<td>Zone 1</td>
<td>5.38</td>
</tr>
<tr>
<td>Zone 2</td>
<td>3.77</td>
</tr>
</tbody>
</table>

(b) Zone 1 applies to cinemas in the central city areas of the capital cities of the States of the Commonwealth and the City of Newcastle or any cinemas regularly giving three or more performances daily.

(c) Zone 2 applies to drive-in theatres and all other cinemas other than those in the Zone 1.

58. Overtime and penalty rates

58.1 Full-time and part-time employees

(a) Work for more than 76 ordinary hours, or on more than 10 days in any 14 day cycle (or more than 152 ordinary hours, or more than 20 days in any 28 day cycle, by written agreement between the employer and employee), is overtime. The employer will pay for this overtime at the rate of time and a half for the first two hours and double time after that.

(b) Work for more than eight hours on any day or 10 hours by agreement between the employer and employee is overtime. The employer will pay for this overtime at the rate of time and a half for the first two hours and double time after that.

58.2 Casual employees

(a) Work for more than eight consecutive hours on any day or 10 consecutive hours by agreement between the employer and employee is overtime. The employer will pay for this overtime at the rate of time and a half for the first two hours and double time after that.

(b) Each day’s work will be considered separately for the purposes of overtime. The employer will not count meal breaks when adding up hours of overtime.

58.3 All cinema employees

(a) Employees must have at least 10 consecutive hours off duty between the end of each shift and starting ordinary work on the next day or shift. Where the employer is satisfied that occupational health and safety standards will be met, an employee may request and the employer may
agree that a break of not less than 8 hours be substituted for the 10 hour break.

(b) If the employer requires an employee to return to work before the employee has had 10 hours off duty (or 8 hours at the request of the employee), the employer will pay the employee double the actual ordinary rate until the employee is released from duty. Employees are then entitled to be absent until the completion of 10 consecutive hours off duty without loss of pay for ordinary working time during that absence.

(c) An employee may voluntarily swap a work period or periods with another employee if the employer agrees. If this occurs, clause 58.3(d) will not apply.

(d) Weekly employees will be free from duty for a minimum of two days each week and such days will be consecutive where reasonably possible. If any of the days are not given and taken, payment will be made at the rate of time and a half for the first two hours and double time after that for all hours so worked with a minimum payment for four hours.

58.4 Time off instead of payment for overtime

(a) Arrangements for time off instead of payment for overtime will be made on an individual basis, as agreement must be reached between an individual employee and the employer.

(b) Overtime worked on Sunday or public holidays will accrue at the rate prescribed by the award for each hour worked.

(c) If the employee works during any agreed time off period the following will apply:

(i) the employer and the employee may agree upon an alternative period of time to be taken off in substitution; or

(ii) if there is no agreement to an alternative period of time to be taken off in substitution then employees will be paid at the appropriate overtime rate for that period of the accrued time worked.

(d) After consultation with the employee the employer will decide the most appropriate period in which time off instead of payment for overtime will be taken, provided that the employee will take time off instead of payment for overtime not later than six months after the overtime hours are banked.
Schedule A—Transitional Provisions

A.1 General

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

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

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

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

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

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

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

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

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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

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

A.3 Minimum wages – existing minimum wage higher

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

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

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

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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

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

A.4 **Loadings and penalty rates**

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

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

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

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

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.
A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

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

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

- First full pay period on or after
- 1 July 2010 80%
- 1 July 2011 60%
- 1 July 2012 40%
- 1 July 2013 20%

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

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

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

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

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

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

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

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.
A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

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

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

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

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

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

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

**First full pay period on or after**

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

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

A.8 Former Division 2B employers

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

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

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.
Schedule E—Cinema

E.1 Classifications

E.1.1 Cinema Worker Level 1

(a) A Cinema Worker Level 1 is an employee who is undertaking the necessary induction and training to perform work within the scope of this level.

(b) Indicative of the tasks which an employee at this level may perform are the following:

(i) cleaning and hygiene;

(ii) policy and procedures knowledge;

(iii) food and beverage preparation for sale;

(iv) stock replenishment;

(v) ticket tearing and customer assistance;

(vi) product presentation and service knowledge;

(vii) telephone skills;

(viii) ensuring customer comfort is maintained;

(ix) undertaking minor maintenance or repairs as required.

(c) Provided that no Cinema Worker Level 1 employee shall be required to handle cash except in the course of supervised training in cash handling tasks and in such circumstances the employee shall not be responsible for a correct balance of that cash. An employee who has completed 100 hours of service at Cinema Worker Level 1 may request cash handling training. The employer will not unreasonably refuse such a request. After 30 hours of such training and upon achieving the required level of competency for a Cinema Worker Level 2, the employee shall be classified at Cinema Worker Level 2.

E.1.2 Cinema Worker Level 2

(a) A Cinema Worker Level 2 is an employee who has completed necessary induction and training or is undertaking such training or who possesses equivalent experience or expertise required to perform work within the scope of this level.

(b) Consistent with the employee’s training an employee at this level:

(i) is responsible for the quality of work allocated to the employee, subject to routine supervision;
Broadcasting and Recorded Entertainment Award 2010

(ii) works under routine supervision either individually or in a team environment on a range of tasks;

(iii) exercises discretion within the employee’s level of skill and training; and

(iv) makes decisions in relation to routine matters within their area of work.

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

(i) subject to the award and these definitions, operates flexibly as required between work areas;

(ii) basic keyboard duties;

(iii) provision of customer service;

(iv) ushering;

(v) telephonist, receptionist, selling tickets, cashier and information services. Provided that no employee required to handle cash will be held responsible for a correct balance of that cash if another employee, supervisor or manager has access to it;

(vi) preparing for sale and selling food and drink items and where required prepare, cook and quality assure all food items in any of the food outlet preparation areas in the cinema complex;

(vii) assisting other workers in any of these tasks;

(viii) training as a bio-box operator subject to routine supervision. An employee undertaking training in the bio-box will undergo a performance appraisal at six months and, subject to fulfilling the employer requirements for level 3, be promoted to that level;

(ix) cleaning, when specifically engaged as such;

(x) general maintenance as required.

E.1.3 Cinema Worker Level 3

(a) A Cinema Worker Level 3 is an employee who performs work within the scope of this level using applied knowledge and necessary skills.

(b) Consistent with their training and in addition to the competencies and tasks performed by an employee at level 1, and level 2:

(i) solves straightforward problems using readily available information;

(ii) works to complex instructions and procedures;

(iii) provides supervision and assists with training levels 1 and 2 employees;
Broadcasting and Recorded Entertainment Award 2010

(iv) organises and allocates work, materials and equipment in an efficient and effective manner; and

(v) is responsible for work undertaken.

(c) Tasks which an employee at this level may perform are:

(i) indicative tasks for level 2 employees;

(ii) supervision of levels 1 and 2 employees;

(iii) assist in training of levels 1 and 2 employees; and

(iv) undertake bio-box duties consistent with level 3 competencies subject to direction by a level 4 employee or a cinema operator who possesses level 4 competencies. Such direction may not necessarily involve constant supervision in the bio-box.

(d) A Cinema Worker Level 3 is also a person appointed as a trainee manager, under the supervision of a manager or assistant manager for a period of not more than six months, engaged in training for the duties of an assistant manager or manager. A trainee manager will not be left in charge of a theatre, except in the case of an emergency. A part-time and/or casual trainee manager will complete the equivalent of six months full-time training before being eligible to be appointed as assistant manager and/or manager.

E.1.4 Cinema Worker Level 4

(a) A Cinema Worker Level 4 is an employee who applies knowledge and skills to enable the employee to perform work at this level.

(b) In addition to competencies and tasks performed by level 3 employees, and consistent with the employee’s training, an employee at level 4:

(i) is responsible for the projection area;

(ii) supervises work of employees at levels 1, 2 and 3;

(iii) understands and applies quality control techniques;

(iv) performs work under limited supervision either individually or in a team environment;

(v) exercises discretion within the scope of this level;

(vi) may be responsible as required for the administration of the cinema; and

(vii) may be operationally responsible for food preparation department covering day-to-day operations to ensure efficient delivery of food ensuring adherence to standard recipe cards and food hygiene requirements.

(c) Tasks which an employee at level 4 may perform are:
(i) indicative tasks for level 3 employees;
(ii) machine setting, loading and preparation within the employee’s levels of skill and training;
(iii) supervision of levels 1, 2 and 3 employees;
(iv) programming preparation and programming;
(v) bio-box administration and report preparation;
(vi) identifying technical problems;
(vii) training level 1, 2 and 3 employees;
(viii) maintenance of technical equipment;
(ix) maintenance of lighting throughout the cinema; and
(x) supervising and directing general technical operations throughout the cinema complex, including computer systems. This may include, but not be limited to local management of film content, including playlists and alternate content; identifying and resolving technical issues; maintenance of all projector lighting; completing local repairs and maintenance, or arranging for work to be completed.

E.1.5 Cinema Worker Level 5

A Cinema Worker Level 5 is a person appointed as an assistant manager or technical manager who assists a manager of a theatre in carrying out the duties of a manager as provided in this award and who is called upon to carry out the duties and responsibilities of a manager during the absence of a manager from the theatre.

E.1.6 Cinema Worker Level 6

A Cinema Worker Level 6 is a person who is appointed as a manager and:

(a) who is responsible for the general operations at the theatre; and
(b) who is responsible for one or more of the following:
   (i) advertising;
   (ii) supervision of maintenance and cinema staff;
   (iii) employment;
   (iv) training;
   (v) checking, safekeeping and banking of cinema funds and receipts;
   (vi) payment of salaries and wages and/or accounts;
   (vii) preparation and keeping of records;
   (viii) programming of films as directed;
(ix) supervising and directing the programming of films for the entertainment of the customer as required by their employer. In doing so, where the screening of a film classified as restricted under the relevant legislation governing the censorship classification of films results in a prosecution against a manager or assistant manager, the employer will pay all fines and costs resulting from such prosecution unless the prosecution results from the wilful default of such manager or assistant manager.

E.1.7 Zone Manager means a person who in addition to working in a theatre as a manager exercises supervision, control or direction over another manager or managers in another theatre or theatres.
Schedule I—Supported Wage System

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

I.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate

I.3 Eligibility criteria

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

I.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
I.4 Supported wage rates

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

<table>
<thead>
<tr>
<th>Assessed capacity (clause I.5)</th>
<th>Relevant minimum wage %</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
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<td>30</td>
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<td>80</td>
<td>80</td>
</tr>
<tr>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

I.4.2 Provided that the minimum amount payable must be not less than $78 per week.

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

I.5 Assessment of capacity

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

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

I.6 Lodgement of SWS wage assessment agreement

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

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

I.7  Review of assessment

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

I.8  Other terms and conditions of employment

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

I.9  Workplace adjustment

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

I.10  Trial period

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

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

I.10.3 The minimum amount payable to the employee during the trial period must be no less than $78 per week.

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

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

J.1 Title
This is the National Training Wage Schedule.

J.2 Definitions
In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

(a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;

(b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and

(c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: Training and Tertiary Education Act 2003;
New South Wales: Apprenticeship and Traineeship Act 2001;
Northern Territory: Northern Territory Employment and Training Act 1991;
Queensland: Vocational Education, Training and Employment Act 2000;
South Australia: Training and Skills Development Act 2008;
Tasmania: Vocational Education and Training Act 1994;
Victoria: Education and Training Reform Act 2006; or
Western Australia: Vocational Education and Training Act 1996

trainee is an employee undertaking a traineeship under a training contract
**Broadcasting and Recorded Entertainment Award 2010**

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority.

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package.

**year 10** includes any year before Year 10.

### J.3 Coverage

J.3.1 Subject to clauses J.3.2 to J.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix J1 to this schedule or by clause Error! Reference source not found. of this schedule.

J.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix J1 to this schedule.

J.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

J.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

J.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

J.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### J.4 Types of Traineeship

The following types of traineeship are available under this schedule:

J.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
Broadcasting and Recorded Entertainment Award 2010

J.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

J.5 Minimum Wages

J.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause J.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix J1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per week</th>
<th>Year 11 per week</th>
<th>Year 12 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$279.50</td>
<td>$307.90</td>
<td>$366.80</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$307.90</td>
<td>$366.80</td>
<td>$426.80</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$366.80</td>
<td>$426.80</td>
<td>$496.70</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$426.80</td>
<td>$496.70</td>
<td>$568.70</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$496.70</td>
<td>$568.70</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td></td>
<td></td>
<td>$568.70</td>
</tr>
</tbody>
</table>

(b) Wage Level B

Subject to clause J.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix J1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per week</th>
<th>Year 11 per week</th>
<th>Year 12 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$279.50</td>
<td>$307.90</td>
<td>$356.90</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$307.90</td>
<td>$356.90</td>
<td>$410.50</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$356.90</td>
<td>$410.50</td>
<td>$481.40</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$410.50</td>
<td>$481.40</td>
<td>$549.10</td>
</tr>
</tbody>
</table>
Subject to clause J.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix J1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per week</th>
<th>Year 11 per week</th>
<th>Year 12 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 10</td>
<td>$481.40</td>
<td>$549.10</td>
<td></td>
</tr>
<tr>
<td>Year 11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>$549.10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Wage Level C**

Subject to clause J.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per week</th>
<th>Year 11 per week</th>
<th>Year 12 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$279.50</td>
<td>$307.90</td>
<td>$356.90</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$307.90</td>
<td>$356.90</td>
<td>$401.70</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$356.90</td>
<td>$401.70</td>
<td>$448.70</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$401.70</td>
<td>$448.70</td>
<td>$500.00</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$448.70</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td></td>
<td></td>
<td>$500.00</td>
</tr>
</tbody>
</table>

**AQF Certificate Level IV traineeships**

(i) Subject to clause J.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause J.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:
J.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses J.5.2(f) and J.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix J1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per hour</th>
<th>Year 11 per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$9.19</td>
<td>$10.14</td>
<td>$12.07</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$10.14</td>
<td>$12.07</td>
<td>$14.05</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$12.07</td>
<td>$14.05</td>
<td>$16.34</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$14.05</td>
<td>$16.34</td>
<td>$18.70</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$16.34</td>
<td>$18.70</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td></td>
<td></td>
<td>$18.70</td>
</tr>
</tbody>
</table>

(b) Wage Level B

Subject to clauses J.5.2(f) and J.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix J1 are:
Highest year of schooling completed

<table>
<thead>
<tr>
<th></th>
<th>Year 10 per hour</th>
<th>Year 11 per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$9.19</td>
<td>$10.14</td>
<td>$11.75</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$10.14</td>
<td>$11.75</td>
<td>$13.50</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$11.75</td>
<td>$13.50</td>
<td>$15.84</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$13.50</td>
<td>$15.84</td>
<td>$18.07</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$15.84</td>
<td>$18.07</td>
<td>$18.07</td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>$18.07</td>
<td>$18.07</td>
<td>$18.07</td>
</tr>
</tbody>
</table>

(c) Wage Level C

Subject to clauses J.5.2(f) and J.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix J1 are:

<table>
<thead>
<tr>
<th></th>
<th>Year 10 per hour</th>
<th>Year 11 per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$9.19</td>
<td>$10.14</td>
<td>$11.75</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$10.14</td>
<td>$11.75</td>
<td>$13.21</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$11.75</td>
<td>$13.21</td>
<td>$14.76</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$13.21</td>
<td>$14.76</td>
<td>$16.45</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$14.76</td>
<td>$16.45</td>
<td>$16.45</td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>$16.45</td>
<td>$16.45</td>
<td>$16.45</td>
</tr>
</tbody>
</table>

(d) School-based traineeships

Subject to clauses J.5.2(f) and J.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix J1 are as follows when the trainee works ordinary hours:
Year of schooling

<table>
<thead>
<tr>
<th>Year 11 or lower per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9.19</td>
<td>$10.14</td>
</tr>
</tbody>
</table>

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses J.5.2(f) and J.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses J.5.2(f) and J.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<table>
<thead>
<tr>
<th>Wage level</th>
<th>First year of traineeship per hour</th>
<th>Second and subsequent years of traineeship per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Wage Level A</td>
<td>19.43</td>
<td>20.18</td>
</tr>
<tr>
<td>Wage Level B</td>
<td>18.73</td>
<td>19.46</td>
</tr>
<tr>
<td>Wage Level C</td>
<td>17.06</td>
<td>17.71</td>
</tr>
</tbody>
</table>

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses J.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school
or at TAFE, the relevant minimum wage in clauses J.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

(iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses J.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

J.5.3 Other minimum wage provisions

(a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

(b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

J.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix J1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

J.6 Employment Conditions

J.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

J.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
J.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

J.6.4 Subject to clause J.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.
### Appendix J1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

#### J1.1 Wage Level A

<table>
<thead>
<tr>
<th>Training package</th>
<th>AQF certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aeroskills</td>
<td>II</td>
</tr>
<tr>
<td>Aviation</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Beauty</td>
<td>III</td>
</tr>
<tr>
<td>Business Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Chemical, Hydrocarbons and Refining</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Civil Construction</td>
<td>III</td>
</tr>
<tr>
<td>Coal Training Package</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Community Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Construction, Plumbing and Services</td>
<td>I</td>
</tr>
<tr>
<td>Integrated Framework</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Correctional Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Drilling</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Electricity Supply Industry—Generation Sector</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III (in Western Australia only)</td>
</tr>
<tr>
<td>Electricity Supply Industry—Transmission,</td>
<td>II</td>
</tr>
<tr>
<td>Distribution and Rail Sector</td>
<td></td>
</tr>
<tr>
<td>Electrotechnology</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III (in Western Australia only)</td>
</tr>
<tr>
<td>Financial Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Floristry</td>
<td>III</td>
</tr>
<tr>
<td>Food Processing Industry</td>
<td>III</td>
</tr>
<tr>
<td>Training package</td>
<td>AQF certificate level</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Gas Industry</td>
<td>III</td>
</tr>
<tr>
<td>Information and Communications Technology</td>
<td>I</td>
</tr>
<tr>
<td>Laboratory Operations</td>
<td>II</td>
</tr>
<tr>
<td>Local Government (other than Operational Works Cert I and II)</td>
<td>III</td>
</tr>
<tr>
<td>Manufactured Mineral Products</td>
<td>III</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>I</td>
</tr>
<tr>
<td>Maritime</td>
<td>II</td>
</tr>
<tr>
<td>Metal and Engineering (Technical)</td>
<td>III</td>
</tr>
<tr>
<td>Metalliferous Mining</td>
<td>II</td>
</tr>
<tr>
<td>Museum, Library and Library/Information Services</td>
<td>II</td>
</tr>
<tr>
<td>Plastics, Rubber and Cablemaking</td>
<td>III</td>
</tr>
<tr>
<td>Public Safety</td>
<td>III</td>
</tr>
<tr>
<td>Public Sector</td>
<td>II</td>
</tr>
<tr>
<td>Pulp and Paper Manufacturing Industries</td>
<td>III</td>
</tr>
<tr>
<td>Retail Services (including wholesale and Community pharmacy)</td>
<td>III</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>II</td>
</tr>
<tr>
<td>Textiles, Clothing and Footwear</td>
<td>III</td>
</tr>
<tr>
<td>Tourism, Hospitality and Events</td>
<td>I</td>
</tr>
<tr>
<td>Training and Assessment</td>
<td>III</td>
</tr>
<tr>
<td>Transport and Distribution</td>
<td>III</td>
</tr>
<tr>
<td>Water Industry (Utilities)</td>
<td>III</td>
</tr>
</tbody>
</table>
## J1.2 Wage Level B

<table>
<thead>
<tr>
<th>Training package</th>
<th>AQF certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Care and Management</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Asset Maintenance</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Australian Meat Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Automotive Industry Manufacturing</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Automotive Industry Retail, Service and Repair</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Beauty</td>
<td>II</td>
</tr>
<tr>
<td>Caravan Industry</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Civil Construction</td>
<td>I</td>
</tr>
<tr>
<td>Community Recreation Industry</td>
<td>III</td>
</tr>
<tr>
<td>Entertainment</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Extractive Industries</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Fitness Industry</td>
<td>III</td>
</tr>
<tr>
<td>Floristry</td>
<td>II</td>
</tr>
<tr>
<td>Food Processing Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Forest and Forest Products Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Furnishing</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
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### J1.3 Wage Level C

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Schedule K—2012 Part-day public holidays

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

K.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2012) or New Year’s Eve (31 December 2012) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

(e) Excluding annualised salaried employees to whom clause K.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.

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

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