



ORDER

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009
Item 4 Sch. 6—Modern enterprise award

Finance Sector Union of Australia
(EM2013/98)

Reserve Bank of Australia
(EM2013/147)

RESERVE BANK OF AUSTRALIA AWARD 2016
[MA000140]

Banking finance and insurance industry

VICE PRESIDENT WATSON

MELBOURNE, 17 MAY 2016

Modernisation of enterprise instrument - Modern enterprise award made.

1. Further to the decision [\[2015\] FWCFB 2224](#) issued by the Fair Work Commission on 10 April 2015, the following modern enterprise award is made:

Reserve Bank of Australia Award 2016.

2. The modern enterprise award is attached. Pursuant to clause 3 of the modern enterprise award it comes into effect on 23 May 2016.

3. The *Reserve Bank of Australia Salaried Employees Award 2000* [AP794934] and the *Reserve Bank of Australia Maintenance Staff Award 2001* [AP812401] are terminated pursuant to item 9(2)(a) of Schedule 6 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.

4. This order comes into effect on 17 May 2016.


VICE PRESIDENT

The seal of the Fair Work Commission is circular and features the Australian coat of arms in the center. The text 'THE SEAL OF THE FAIR WORK COMMISSION' is written around the perimeter of the seal. Below the seal, the words 'VICE PRESIDENT' are written in a serif font and underlined.

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Reserve Bank of Australia Award 2016

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Part 1—Application and Operation of Award

1. Award title

This award is the *Reserve Bank of Australia Award 2016*.

2. Definitions

2.1 In this award:

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

Adult Employee means an Employee who is aged 21 years or older

Award means the *Reserve Bank of Australia Award 2016*

Bank means the Reserve Bank of Australia as constituted by the *Reserve Bank Act 1959* (Cth)

Employee means a national system employee within the meaning of the Act who is engaged by the Bank pursuant to section 67 of the *Reserve Bank Act 1959* (Cth) and is covered by this Award pursuant to clause 4

Employer means the Reserve Bank of Australia

General Salary Scale means the salary scale set by the Reserve Bank of Australia from time to time for all General Salaried Employees

Immediate Family means:

- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee; and
- (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, step-parent, parent-in-law, grandparent, grandchild or sibling of the Employee or spouse of the Employee

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

Primary Care Giver means the Employee who will assume the principal role for the care and attention of a child/children

Secondary Care Giver means a person who provides support to the primary care giver in the care and attention to a child

Section means the Reserve Bank Section of the Finance Sector Union of Australia

3. Commencement of award

- 3.1 This Award commences on 23 May 2016.
- 3.2 The monetary obligations imposed on the Bank by this Award may be absorbed into overaward payments. Nothing in this Award requires the Bank to maintain or increase any overaward payment.
- 3.3 The making of this Award is not intended to result in a reduction in the take-home pay of Employees. On application by or on behalf of an Employee who suffers a reduction in take-home pay as a result of the making of this Award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

4. Coverage

- 4.1 This Award covers the Bank in respect of Employees who are:
- (a) employed in Australia under section 67 of the *Reserve Bank Act 1959* (Cth); and
 - (b) who are engaged in the classifications listed in clause 13 and Schedule A, or employed under Schedule B or Schedule C of this Award.

4.2 Exclusions

This award does not cover:

- (a) employees who are engaged above the level 5 classification on the Bank's General Salary Scale;
 - (b) employees of Note Printing Australia, Craigieburn, Victoria; or
 - (c) consultants and other persons engaged to perform services for the Bank under section 68 of the *Reserve Bank Act 1959* (Cth).
- 4.3 This Award supersedes the *Reserve Bank Salaried Employees Award 2000*, and any other preceding industrial award, but no right, obligation or liability accrued or incurred under such previous award will be affected.

5. Access to the award and the National Employment Standards

The Bank must ensure that copies of this award and the NES are available to all Employees to whom they apply either on a notice board 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.

Part 2—Dispute Resolution and Consultation

7. Dispute resolution

- 7.1 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.
- 7.2 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 7.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 7.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 7.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 7.5 The Bank or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause
- 7.6 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 Bank to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

8. Consultation

8.1 Consultation regarding major workplace change

(a) Bank to notify

- (i) Where the Bank 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 Bank must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the Bank's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for

alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Bank to discuss change

- (i)** The Bank must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a)(i), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the Bank to make the changes referred to in clause 8.1(a)(i).
- (iii)** For the purposes of such discussion, the Bank 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 the Bank is not required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.2 Consultation about changes to rosters or hours of work

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

Part 3—Award Flexibility

9. Award flexibility

9.1 Notwithstanding any other provision of this Award, the Bank and an individual Employee may agree to vary the application of certain terms of this Award to meet the genuine individual needs of the Bank and the individual Employee. The terms the Bank and the individual Employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed, including ordinary hours of work and shiftwork;
- (b) salary;
- (c) penalty rates;
- (d) allowances;
- (e) rostered days off;
- (f) overtime;
- (g) shift loading; and
- (h) leave loading.

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

9.3 The agreement between the Bank and the individual Employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 9.1; and
- (b) result in the Employee being better off overall at the time the agreement is made than the Employee would have been if no individual flexibility agreement had been agreed to.

9.4 The agreement between the Bank and the individual Employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the Bank 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 Bank and the individual Employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the Bank 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.
 - 9.5 The Bank must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
 - 9.6 Except as provided in clause 9.4(a) the agreement must not require the approval or consent of a person other than the Bank and the individual Employee.
 - 9.7 When the Bank is seeking to enter into an agreement it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Bank must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
 - 9.8 The agreement may be terminated:
 - (a) by the Bank or the individual Employee giving 28 days' 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 Bank and the individual Employee.
- Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the Bank, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).
- 9.9 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 the Bank and an individual Employee contained in any other term of this Award.

Part 4—Employment Relationship

10. Types of employment

10.1 Full-time employees

A full-time Employee is an employee who is engaged to work an average of 37 ordinary hours per week.

10.2 Part-time Employees

- (a) A part-time Employee is an Employee who is engaged to work an average of fewer than 37 ordinary hours per week and receives on a pro-rata basis equivalent pay and conditions (except rostered days off) to those of full-time Employees who do the same kind of work.

(b) Rates of pay

- (i)** The salary for a part-time Employee shall reflect the classification level of the position.
- (ii)** For each ordinary hour worked, a part-time Employee will be paid no less than 1/37th of the minimum weekly rate of pay for the relevant classification in clause 13.3.
- (iii)** The Bank must inform a part-time Employee in writing of the agreed ordinary hours of work and starting and finishing times prior to the commencement of the part-time work. All time worked at the direction of the Bank in excess of these hours will be paid at the appropriate overtime rate. Normal shift penalties shall apply where starting or finishing times meet the normal shiftwork requirements.
- (iv)** Employees transferring to part-time positions at their level shall be paid according to the number of hours worked based on their hourly rate of salary at the time of transfer.
- (v)** An Employee accepting a transfer to a part-time position at a level below his/her own classification level, shall assume the new classification level and be paid the maximum hourly rate of salary for the classification.

10.3 Fixed term Employees

- (a)** A fixed term Employee, can be employed on a full-time or part-time basis, and is engaged for a specified term or ascertainable period for which the instrument of engagement will specify:
 - (i)** the starting and finishing dates of that employment; or
 - (ii)** the circumstances or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire.

10.4 Casual Employees

- (a)** A casual Employee is one engaged and paid as such. A casual Employee's ordinary hours of work are the lesser of an average of 37 hours per week or the hours required to be worked by the Bank.
- (b)** For each hour worked, a casual Employee will be paid no less than 1/37th of the minimum weekly rate of pay for their classification in clause 13.3 plus a casual loading of 25%.
- (c)** The casual loading is paid instead of annual leave, personal leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

10.5 Flexible work arrangements

- (a)** An Employee taking parental leave may request, prior to the actual return, to work on a part-time basis for a limited period of time upon the Employee's return to work.

- (b) Part-time duties may be available for up to twenty-six weeks at the completion of parental leave entitlements and any continuous annual or long service leave, or earlier if agreement is reached between the Employee and the Bank. Part-time duties may also be available for up to a further twenty-six weeks provided the total period on parental leave and part-time work shall not exceed two years.
- (c) An Employee must submit a written request to return to work on a part-time basis. Approval of the part-time employment arrangement will be subject to the availability of appropriate duties, the Bank's reasonable business requirements as determined from time to time, and adequate notice of resumption being given to the Bank.
- (d) The duties performed by the Employee during the part-time employment shall be at or close to the classification of the Employee. Employees may perform duties of substantive positions and there may also be scope for job sharing.
- (e) An Employee may resume full-time work at or before the conclusion of the agreed period of part-time work provided the Bank is given at least one month's notice, or a lesser period where agreed to by the Bank.

10.6 Rostered day off scheme

- (a) Subject to the Bank's business requirements, full-time Employees are eligible to participate in a rostered day off scheme. Rostered day off arrangements shall not apply to Employees in part-time positions.
- (b) The scheme provides for an extra twenty-four minutes being worked each day between 7.00 a.m. and 7.00 p.m. with the time accruing towards a rostered day off. Rostered days off are to be taken promptly subject to office convenience once sufficient hours (seven) have accrued and generally no more than two days should be accumulated.
- (c) Where an Employee is required to work on a scheduled rostered day, such rostered day off shall be rescheduled to another convenient day.
- (d) Employees working Continuous Shiftwork under clause 18.4 are not eligible for rostered days off.

11. Termination of employment

11.1 Notice of termination by Bank

- (a) In order to terminate the employment of a full-time or part-time Employee, the Bank shall give to the Employee the following notice:

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

- (b) In addition to the notice in clause 11.1(a) Employees over forty-five years of age at the time of the giving of the notice with not less than two years' continuous service are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in clause 11.1(a) and 11.1(b) must be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice specified and by the Bank making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the salary an Employee would have received in respect of the ordinary time he/she would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this clause will not apply to Employees dismissed for conduct that justifies instant dismissal, casual Employees and fixed term Employees who are engaged for a specific period of time or for a specific task or tasks whose employment concludes at the end of that time or on completion of the agreed task(s).

11.2 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Bank, 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 Bank may withhold from any monies due to the Employee on termination under this Award or the NES, an amount not exceeding the amount the Employee would have been paid under this Award in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

11.3 Time off during notice period

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

12. Redundancy

Redundancy pay is provided for in the NES.

12.1 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 Bank may, at the Bank's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.2 Employee leaving during notice period

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

12.3 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 Bank, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

Part 5—Rates of Pay and Related Matters

13. Classification and minimum rates of pay

- 13.1 Each salaried position in the Bank is classified at a level. The classification of positions in the Bank's structure is determined in accordance with Schedule A, which contains a general description of each role, the complexity of the work applicable at each classification level, and the accountability and knowledge requirements expected of the Employee. Progression between levels is subject to vacancy and successful promotion to a position on the basis of relative efficiency.
- 13.2 Employees employed in a classification listed below will perform all duties required (which are within the Employee's skill, competence and training) and be paid no less than the minimum rate of pay adjacent to the relevant classification set out in the column headed Minimum paid rate.
- 13.3 All full-time Employees, other than Cadets and Graduates, must be paid a minimum award paid rate per annum for their classification as set out in the table below.

Classifications	Minimum paid rate (\$)
Level 1	35205
Level 2	40464
Level 3	46152
Level 4	53941
Level 5	63977

13.4 Cadets and graduates

All full-time Cadets and Graduates must be paid a minimum award paid rate per annum as set out in the table below.

Classifications	Minimum paid rate (\$)
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Graduates (GR)	43308
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Cadets	40464
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13.5 Annualised salaries

- (a) The Bank may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Award:
 - (i) clause 13 – Classifications and minimum rates of pay;
 - (ii) clause 14 – Allowances;
 - (iii) clause 18 – Shiftwork;
 - (iv) clause 20 – Overtime; and
 - (v) clause 21.2 – Annual leave loading.
- (b) Where an annual salary is paid, the Bank must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Award will be satisfied by payment of the annual salary.
- (c) The annual salary must be no less than the amount the Employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (d) The annual salary of the Employee must be reviewed by the Bank at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- (e) For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 13 – Classification and Minimum Rates of Pay and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

13.6 Supported Wage System

The supported wage system for staff with disabilities who are engaged by the Bank is set out in Schedule B.

13.7 National Training Wage

The minimum wage rates and conditions for trainees who are engaged by the Bank are set out in Schedule C.

14. Allowances

14.1 Car

- (a) Employees who use their car on Bank business with official approval shall be entitled to a car allowance of 83.42c per kilometre with a minimum payment of \$6.67.
- (b) The allowance is adjusted annually in line with the average percentage movement in the Australian Tax Office car allowance rates.

14.2 Transferred Employees

The Bank shall provide relocation assistance for Employees (and their accompanying dependant family members) appointed through the normal selection processes to positions in another State or Territory. The assistance covers the following areas:

- (a) leave on full pay to cover relocation;
- (b) travel costs;
- (c) uplift, removal and storage expenses;
- (d) housing assistance in relation to expenses associated with the sale of the Employee's existing home and the purchase of another home at point of transfer;
- (e) temporary accommodation;
- (f) re-establishment costs; and
- (g) a basic allowance of \$1,877 for incidental expenditure. The allowance is adjusted in line with the Consumer Price Index as described in clause 14.7.

14.3 On call allowance

- (a) An Employee who has been instructed prior to ceasing duty that attendance for extra duty may be required some time before the Employee's next ordinary time of commencing duty, is deemed to be on-call and is entitled to receive an allowance as follows:

\$ per day (or part thereof)

On normal working days	17.40
On Saturdays, Sundays and Public Holidays	35.10

- (b) The rates of payment are adjusted in line with percentage salary movements in this award.

14.4 Meal allowance

Meal Allowance shall be paid as follows:

- (a) Monday to Friday—for continuous work in excess of nine hours daily (exclusive of meal breaks).

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- (b) Weekends and public holidays—for work in excess of four hours daily and for each additional period of work of five hours or more.
- (c) The allowance is paid whether or not a meal break is actually taken. It is not paid where a meal is otherwise paid for or provided by the Bank.
- (d) The rate of the allowance is \$27.81. It will be adjusted in line with the Consumer Price Index as described in clause 14.7.

14.5 Transport costs

The Bank will reimburse transport costs incurred by an Employee on shiftwork, travelling to or from work, where, because of the commencing or finishing time of a shift, the usual or reasonable means of travel are not available.

14.6 Higher duties

- (a) An Employee who, at the direction of the Bank, performs the duties of a higher classified position(s) for six or more consecutive working days shall, for that period, be paid the minimum rate of salary attaching to the higher position(s). Absences due to RDO's, public holidays and business involving representation on behalf of Employees about workplace matters shall be counted as working days.
- (b) Where an Employee relieves in a position for at least six consecutive working days, and then continues to relieve in the same position immediately following an absence due to leave, higher duty payment shall recommence immediately following that leave.
- (c) Subject to mutual agreement, an Employee occupying a part-time position can perform higher duty relief in a full-time position or another part-time position. Payment at the Employee's ordinary hourly rate (plus any higher duty allowance applicable) shall apply for the scheduled hours of the position being relieved.

14.7 Adjustment of expense related allowances

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

Allowance figure	Applicable Consumer Price Index figure
Transferred Employees	CPI All groups
Meal allowance	Take away and fast foods sub-group

15. Payment of salary and wages

The payment of salary and wages shall be in accordance with the provisions of the Act.

16. Superannuation

- 16.1** All Employees may choose an approved fund into which the Bank will make superannuation contributions. As a minimum, the Bank will contribute to superannuation on behalf of its Employees in accordance with all relevant legislative requirements as amended from time to time.
- 16.2** All Employees covered by this Award and by virtue of their employment with the Bank are entitled to:
- (a)** be a member of the Bank's nominated superannuation fund, ordinarily the Reserve Bank of Australia Officers' Superannuation Fund (or any successor fund), subject to the Rules of the fund, or
 - (b)** choose another complying superannuation fund, which the Bank will contribute to on their behalf.
- 16.3** If an Employee does not choose a superannuation fund, their contribution will be made to the Bank's default MySuper Fund.
- 16.4** The Bank will contribute to the appropriate fund the minimum amount as required by the legislative requirements, or such greater amounts as the Bank determines in each case to be necessary or desirable to provide the benefits.

Part 6—Hours of Work, Shiftwork, Meal Breaks and Overtime

17. Ordinary hours of work

17.1 Full-time Employees

The ordinary hours of work for full-time Employees shall, exclusive of meal breaks, be thirty-seven hours per week, to be worked in five days of seven hours twenty-four minutes each between the hours 7.00 am to 7.00 pm Monday to Friday inclusive.

17.2 Part-time Employees

- (a)** The minimum period to be worked by part-time Employees on any one day shall be three consecutive hours.
- (b)** Subject to the decisions of management, scheduled hours may be worked between the hours of 7.00 a.m. and 7.00 p.m over two to five days each week, e.g. five days per week for three hours per day; two days per week for seven hours twenty-four minutes per day. The number of hours worked each week must be the same, although starting/finishing times on particular days may differ.

17.3 Variation to hours

Daily start/finish times for individual Employees shall be determined by the Bank. Any variations shall be notified to the Employee at least one week in advance, unless such change is initiated by the Employee and is agreed to by the Bank. Where such notice is not given by the Bank and an Employee is required to commence duty prior to his/her usual starting time, overtime payments shall be paid in terms of clause 20.2 for all hours worked prior to the Employee's usual starting time until the notice period expires. By mutual agreement, small variations above/below normal daily hours may be averaged out over two consecutive fortnightly pay periods in lieu of overtime payment.

17.4 Make-up time

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

18. Shiftwork

18.1 Requirement to work shifts

The Bank may require any Employee to work shiftwork but will, so far as reasonably practicable, attempt to ensure only Employees who wish to work such hours are used.

18.2 Notice to staff

Except in the case of an emergency, or the absence of another Employee, at least two weeks' notice shall be given to an Employee required to work shiftwork. Similar notice shall be given of a change from one shift to another, or of any change in the commencing or finishing times of current shifts.

18.3 Hours (Non-Continuous Shiftwork)

Unless participating in the rostered day off scheme as defined in clause 10.6 the ordinary hours of work for shiftworkers shall, exclusive of meal breaks, be thirty-seven hours per week to be worked in five shifts of seven hours twenty-four minutes each between the hours 6.00 a.m. Monday to 8.00 a.m. Saturday, or any other span of hours determined by the Bank from time to time in accordance with its operational needs.

18.4 Hours (Continuous Shiftworkers only)

- (a) **Continuous Shiftwork** means work carried on with consecutive shifts which are continuously rostered 24 hours a day for 7 days a week (including Sundays and public holidays).

- (b) A **Continuous Shiftworker** means an Employee who:
 - (i) is employed in a department in which shifts are continuously rostered 24 hours a day for 7 days a week; and
 - (ii) is regularly rostered to work those shifts; and
 - (iii) regularly works on Sundays and public holidays.
- (c) Subject to clause 18.4(d), the ordinary hours of Continuous Shiftworkers are, at the discretion of the Bank, to average 38 hours per week inclusive of meal breaks over the period of the applicable shift roster or thirteen weeks (whichever period is greater) and, following consultation with affected Employees, a roster system may operate on that basis.
- (d) Continuous Shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.
- (e) Except at the regular changeover of shifts, an Employee must have, whenever reasonably practicable, least 10 consecutive hours off duty between work on successive shifts.

18.5 Definitions

For the purpose of this clause, the following definitions apply:

- (a) **Early shift** means a shift which commences at or after 6.00 a.m. and before 7.00 a.m.
- (b) **Day shift** means a shift which commences at or after 7.00 a.m. and finishes at or before 7.00 p.m.
- (c) **Afternoon shift** means a shift which finishes after 7.00 p.m. and at or before midnight.
- (d) **Night shift** means a shift which commences after 4.00 p.m. and before 6.00 a.m.

18.6 Shift loadings

- (a) Employees who work other than a day shift shall be paid a shift loading for shifts actually worked calculated as a percentage of the Employee's salary, on the following basis:

Shift	Rate of Loading	Shift	Rate of Loading
Day	Nil	Afternoon	17.5%
Early	12.5%	Night	25.0%

- (b) Provided that in an emergency situation where an Employee is given less than twenty-four hours' notice to work a different shift to that rostered, the higher of the respective shift loadings shall apply for not more than two consecutive shifts worked under the different roster.

18.7 Saturday, Sunday, and Public Holiday Work (Continuous Shiftworkers Only)

- (a) The rate at which a Continuous Shiftworker must be paid for work performed between midnight on Friday and midnight on Sunday is double time.
- (b) The rate at which a Continuous Shiftworker must be paid for all time worked on a public holiday is double time and a half.
- (c) The extra rates described in this clause are in substitution for and not cumulative upon the shift loadings prescribed in clause 18.6.

18.8 Breaks/rest periods

- (a) An Employee on shiftwork shall not work more than five hours without taking an unpaid meal break of, subject to work requirements, thirty minutes to one hours' duration, unless work is to cease within a period of 5½ hours from the previous meal break.
- (b) In addition, a paid rest period of twenty minutes shall be available during each shift subject to the Bank's work requirements.

18.9 Overtime

- (a) Overtime shall be payable for all time worked in excess of seven hours twenty-four minutes per shift (or seven hours forty-eight minutes if participating in the rostered day off scheme) exclusive of meal breaks.
- (b) For Continuous Shiftworkers, overtime is payable for hours worked in excess of their ordinary hours as defined in clause 18.4(c).
- (c) Payment for working overtime shall be calculated as defined in clause 20.2, except that overtime on weekends and public holidays, following completion of a normal shift, shall attract payment at double time. Specially scheduled shifts on weekends or public holidays shall be at double time and be subject to a minimum payment of four hours' overtime.
- (d) Where an Employee works on a shift other than a rostered shift, the Employee must:
 - (i) if employed on a continuous shift, be paid at the rate of double time; or
 - (ii) if employed on other shiftwork, be paid at the rate of time and a half for the first four hours and double time thereafter.
- (e) Shift loadings shall not apply in the calculation of overtime payments.

18.10 Exchange of shifts

Shiftworkers can exchange shifts by mutual agreement, with the consent of the Bank. For Continuous Shiftworkers, this exchange of shifts will not entitle either Employee to any additional payment.

18.11 Continuous Shiftworker—Annual Leave Entitlement

Continuous Shiftworkers are entitled to additional annual leave as described in clause 21.1(b).

18.12 Daylight Savings

- (a) Where by reason of State or Territory legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.
- (b) The terms ‘standard time’ and ‘summer time’ have the same meaning as in the relevant State or Territory legislation.

19. Meal breaks

19.1 Employees are entitled to an unpaid meal break of one hour. Employees may take a shorter meal break of not less than 30 minutes to enable a correspondingly later start or earlier finish to the normal working day subject to management approval. Approval of individual requests will in all cases require maintenance of adequate staffing levels to meet work requirements.

19.2 No employee will be required to work more than five hours without a meal break.

19.3 Subject to the Bank’s work requirements, a paid morning tea break of twenty minutes is available to full-time and part-time Employees on days when their ordinary hours equal seven hours twenty-four minutes.

20. Overtime

20.1 Requirement to work reasonable overtime

- (a) Subject to clause 20.1(b), the Bank may require a full-time or part-time Employee to work reasonable overtime, with payment of overtime rates as provided for in clause 20.2.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to Employee health and safety;
 - (ii) the Employee’s personal circumstances including any family responsibilities;
 - (iii) the needs of the Bank;

- (iv) the notice (if any) given by the Bank of the overtime and by the Employee of his or her intention to refuse it; and
- (v) any other relevant matter.

20.2 Payment for working overtime

- (a) Employees shall be entitled to overtime payments as follows:

- (i) **Monday to Friday**

For work:

- performed outside ordinary hours; or
- for work in excess of seven hours twenty-four minutes per day (seven hours forty-eight minutes if participating in the rostered day off scheme); or
- for work performed prior to the Employee's usual starting time where one week's notice of variation of hours has not been given until the notice period expires (refer to clause 17.3);

at the rate of time and a half ordinary rates of pay for the first four hours and double ordinary rates of pay thereafter in any one week.

Overtime hours Monday to Friday shall be calculated by totalling the relevant hours and minutes per day and then rounding to the nearest quarter of an hour for the week.

- (ii) **Weekends and public holidays**

Double ordinary rates for all authorised hours worked with a minimum payment of four hours, except where such overtime is continuous with overtime commenced on the previous day.

- (b) The above rates represent total payment for the additional hours worked.
- (c) Salary for overtime purposes will also include higher duty payment provided that the overtime relates directly to the higher duties being undertaken.
- (d) Shift loadings are excluded from salary for the purpose of calculating overtime penalty payments.

20.3 Rest period after overtime

- (a) When overtime is necessary it shall, whenever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between work on successive days.
- (b) An Employee who works overtime between the finish of ordinary work on one day and the commencement of ordinary work on the following day, such that at least ten consecutive hours off duty between those times would not have elapsed, shall be released from duty after completion of overtime for a period

of ten consecutive hours without loss of pay for ordinary working time during that absence.

- (c) This provision does not apply to Employees called back to duty where time worked at the Bank is less than three hours.
- (d) Where an Employee is required to resume or continue work without having had ten consecutive hours off duty, that Employee shall be paid at the rate of double ordinary time in total until released from duty for such period. The Employee is then entitled to be absent without loss of pay for ordinary working time during that absence until the period of ten consecutive hours off duty has elapsed.

20.4 Call back

- (a) An Employee recalled to work overtime, with or without prior notification, after leaving the Bank's premises shall be paid for a minimum of four hours' work at the appropriate overtime rate as detailed in clause 20.2 above.
- (b) When Employees are recalled to duty, travel time to and from home or the place from which they are called is to be included in overtime calculations. This provision does not apply to Employees who are formally rostered for overtime duty outside ordinary hours.

20.5 Meal break on overtime

- (a) Employees are not required to work continuously for more than five hours unless overtime is to cease within the following thirty minutes.
- (b) Within this constraint, an actual meal break of not less than thirty minutes may be taken at any time suitable to the Bank. A meal break is not regarded as time worked and is deducted from overtime, regardless of whether a break is actually taken or not.

20.6 Leave in lieu of travelling time (LLTT)

- (a) An Employee who is required to travel within Australia on official business outside normal hours of work during the period commencing one hour after the Employee's approved finishing time and ending one hour before the Employee's approved commencing time, may qualify for LLTT.
- (b) An Employee's entitlement to LLTT is calculated as follows:
 - on an ordinary working day, more than four hours of eligible travel equates to one working day's LLTT;
 - travel on official business on a Saturday, Sunday or a Public Holiday equates to one working day's LLTT;
 - the maximum LLTT in respect of any twenty-four-hour period calculated from midnight to midnight will be one working day.

- (c) For the purposes of this sub-clause, working day shall represent the number of ordinary working hours an Employee would have worked had he or she not been on leave.
- (d) LLTT shall be granted where it is necessary for the Employee to travel at these times and not where it is only to suit the Employee's convenience. LLTT must be taken within one month of the entitlement arising; otherwise it lapses.

Part 7—Types of Leave and Public Holidays

21. Annual leave

21.1 Accrual

- (a) Full-time and part-time Employees accrue four (4) weeks' annual leave for each twelve months of paid continuous service.
- (b) An Employee who is a Continuous Shiftworker under clause 18.4(b) is entitled to 5 weeks of paid annual leave.
- (c) Subject to clause 21.1(b) above, where an Employee is engaged for part of the 12 month period as a Continuous Shiftworker, the annual leave entitlement will be accrued on a pro rata basis.
- (d) For the purposes of this clause, annual leave continues to accrue during all forms of paid leave and public holidays, i.e. for accrual purposes, each day of paid leave and each public holiday represents the number of ordinary working hours an Employee would have worked had he or she not been on leave.
- (e) Annual leave shall be exclusive of any of the public holidays prescribed in clause 26—Public Holidays, provided such holiday is observed on a day which in the case of that Employee would have been an ordinary working day.
- (f) Where an Employee is ill for three consecutive working days or more during annual leave, the annual leave entitlement shall be recredited subject to the provisions of clause 22.2—Personal Leave.
- (g) Similarly, annual leave shall be recredited in the event of bereavement leave and/or jury service, subject to the provisions of clauses 23 - Bereavement Leave and 24—Jury Service respectively.

21.2 Annual leave loading

- (a) Annual leave loading of 17½ per cent of salary as at 31 December, in respect of annual leave accrued for the calendar year ending on that date, shall be paid to an Employee as soon as possible after that date. An Employee employed on shiftwork shall receive the greater of the loading outlined above or shift allowance based on the accrued leave period, but not both.
- (b) The maximum payment is equal to average weekly earnings of Employees (all males) as disclosed by the Australian Bureau of Statistics for the November

half year immediately preceding 31 December of the year for which the payment is to be made.

21.3 Payment for period of leave

- (a) An Employee on annual leave is entitled to full pay for the ordinary hours he or she would have worked had he or she not been on leave during the relevant period. Actual payment shall be made on normal pay days.
- (b) At an Employee's request, payment in advance for the annual leave will be available where two or more pay days will occur during the period of leave, provided three weeks' notice prior to the pay day before commencing leave is given. Payment will be made on the last normal pay day prior to the commencement of leave.

21.4 Taking of leave

- (a) Annual leave may be taken as it accrues, at a time agreed between the Bank and Employee. The minimum period of annual leave that may be taken at any time is one day.
- (b) An Employee who has more than 60 days annual leave accrued may be required, with a minimum of 3 months' notice, to put in place a plan to reduce their annual leave balance by at least 25 per cent.
- (c) The Bank may allow an Employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an Employee in excess of the Employee's accrued entitlement, and the Employee subsequently leaves or is discharged from the service of the Bank before completing the required amount of service to account for the leave provided in advance, the Bank is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Employee upon termination of employment.

21.5 Cashing out

- (a) An Employee may receive payment in lieu of unutilised accrued annual leave.
- (b) The Bank and the Employee may agree that the Employee forego part of his or her entitlement to annual leave in exchange for equivalent payment at the rate which would have applied had leave been taken. The following criteria will apply for the cashing-out of annual leave:
 - (i) the Bank must agree in writing to a request in writing by an Employee to cash out annual leave; and
 - (ii) each instance of cashing out of annual leave must be a separate written agreement between the Bank and Employee; and
 - (iii) the remaining entitlements must not be less than four weeks leave.

22. Personal/carer's leave

22.1 Eligibility

Paid personal/carer's leave is available to an Employee when he or she is:

- (a) is not fit for work due to personal illness or injury (personal leave); or
- (b) absent for the purpose of providing care or support for a member of the Employee's immediate family or a member of their household who requires care or support because of a personal illness, personal injury, or an unexpected emergency (carer's leave).

22.2 Accrual

- (a) In respect of full-time Employees, personal/carer's leave accumulates at the rate of eighteen (18) working days for each twelve months of full-time paid continuous service based on the ordinary hours worked by the Employee.
- (b) The balance of any untaken personal leave entitlement in any one year may be allowed in subsequent years.
- (c) For the purposes of this clause, personal/carer's leave continues to accrue during all forms of paid leave and public holidays, ie. for accrual purposes, each day of paid leave and each public holiday represents the number of ordinary working hours an Employee would have worked had he or she not been on personal/carer's leave.
- (d) In respect of part-time Employees, where an Employee works less than five days a week, the eighteen-day annual personal leave credit will be adjusted, e.g. if four days a week are worked then the adjustment is 4/5ths of eighteen, i.e. 14.4 days recorded as hours normally worked. Previous payment for absences shall be calculated on the number of ordinary hours which would normally be worked during the period of leave. Previous full-time personal/carer's leave accruals will also be recorded as hours rather than days. Personal/carer's leave accruals will be transferable between full and part-time service and vice versa.

22.3 Notice

- (a) An Employee will, wherever practicable, give the Bank notice prior to the absence of the intention to take personal leave. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Bank by telephone at the first opportunity on the day of absence. Clause 22.3(a) does not apply to an employee who could not comply with it because of circumstances beyond the Employee's control.
- (b) In respect of personal leave, the Bank reserves the right to require medical certificates for any absences, or other acceptable documentation such as a statutory declaration. In some instances additional medical documentation may be required. Where uncertificated absences total in excess of five working days in any one year, a medical certificate normally will be required for subsequent

absences. For all absences of three consecutive working days or more a certificate will be required.

- (c) In respect of carer's leave, the Employee shall, as soon as practicable give the Bank notice prior to the absence of the intention to take leave. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Bank by telephone at the first opportunity on the day of absence. The notice shall include:
 - (i) the name of the person requiring care and his or her relationship to the Employee;
 - (ii) the reasons for taking such leave; and
 - (iii) the estimated length of absence.

Clause 22.3(c) does not apply to an employee who could not comply with it because of circumstances beyond the Employee's control.

22.4 Other matters

- (a) If the Employee is receiving workers' compensation payments, he or she shall not be entitled to personal leave.
- (b) Personal/carer's leave credits shall not be compensated for on termination of employment.
- (c) Where the entitlement for paid carer's leave has already been used an Employee may be granted leave without pay for this purpose. It will not be necessary for an Employee to first use accrued annual leave.

23. Bereavement leave

23.1 An Employee is entitled to up to three working days' leave without loss of pay, and on production of satisfactory evidence, on each occasion which a member of the Employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life;
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

23.2 For the purpose of this clause, a working day means the number of ordinary working hours an Employee would have worked had he or she not been on leave.

23.3 There is no entitlement to bereavement leave whilst on any form of leave without pay.

24. Jury service

- 24.1** An Employee required to attend for jury service during ordinary hours shall be reimbursed by the Bank an amount equal to the difference between the amount paid in respect of attendance for such jury service (excluding payments for expenses such as travelling or meals) and the amount of salary the Employee would have received in respect of the ordinary time worked had the Employee not been on jury service.
- 24.2** An Employee shall notify the Bank as soon as possible of the date upon which attendance for jury service is required.
- 24.3** The Employee shall give the Bank proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

25. Parental leave

25.1 General

Subject to the terms of this clause, Employees shall be entitled to parental leave in connection with the birth or adoption of a child.

25.2 Paid Parental Leave

(a) Eligibility

Provided at least twelve months' paid continuous service with the Bank has been completed:

- (i)** an Employee who is the Primary Care Giver of the child shall be entitled to fourteen (14) weeks' paid parental leave. This leave shall be on full pay provided that with any subsequent birth or adoption, before an Employee is entitled to further paid parental leave, the Employee must have resumed full-time duties for at least six months, or the equivalent full-time hours if on part-time duties.
- (ii)** an Employee who is the Secondary Care Giver of the child shall be entitled to five (5) days of parental leave. This leave shall be on full pay.

Paid parental leave is separate from, and additional to, any payments received under statutory paid parental leave schemes.

(b) Taking of paid parental leave

- (i)** Unless agreed otherwise between the Bank and the Employee, an Employee who is pregnant may commence paid parental leave at any time within eight weeks immediately prior to the expected date of birth. It is to be taken in one unbroken period. The paid parental leave is still applicable if the child is born earlier/later than expected.
- (ii)** The paid parental leave for an Employee who is not pregnant may be taken within the period commencing one week prior to the expected date of confinement and concluding fourteen weeks after the date of birth. It can be taken in one continuous period or as separate days. Where the

child is adopted, the leave can be taken between the date the child arrives home and fourteen weeks after that date.

- (iii) Where an Employee resumes duty before utilising his or her full paid parental leave entitlement, the balance shall be forfeited.

(c) Certification

- (i) When applying for paid parental leave, an Employee must produce to the Bank a medical certificate nominating the expected date of birth.
- (ii) A medical certificate verifying a pregnant Employee's fitness to perform duties is also required where the pregnant Employee wishes to work closer than six weeks to the expected date of birth, or resume within six weeks of the birth occurring, or resume work where the pregnancy is terminated.
- (iii) Clause 25.2(c) does not apply to an employee who could not comply with it because of circumstances beyond the Employee's control.

25.3 Unpaid parental leave

(a) Eligibility

Provided at least twelve months' paid continuous service with the Bank has been completed, an Employee shall be eligible for up to seventy-eight (78) weeks' unpaid parental leave. This leave shall be reduced by the amount of any paid parental leave taken.

(b) Taking of unpaid parental leave

- (i) An Employee must give the Bank at least 10 weeks' notice before commencing unpaid parental leave and must specify the intended start and end date of the leave.
- (ii) Unless agreed otherwise between the Bank and an Employee, parental leave must be taken in one unbroken period.
- (iii) Any unutilised leave shall be forfeited when the Employee resumes duties.
- (iv) In the event of the birth of another child during a period of parental leave, that parental leave ceases and a subsequent entitlement to parental leave of up to seventy-eight weeks commences.
- (v) Similarly, if a child is adopted during a period of parental leave, that parental leave ceases and an entitlement to adoption leave commences in terms of clause 25.4.

25.4 Adoption leave

(a) Eligibility

An Employee shall be eligible for up to seventy-eight (78) weeks adoption leave when taking custody of an adopted child up to sixteen years of age. This

entitlement does not apply where the child has lived with the Employee continuously for six months, or is the child or step-child of the Employee or spouse.

(b) Payment

Adoption leave shall comprise six weeks' paid leave and up to seventy-eight weeks' unpaid leave provided that the adopted child is twelve months of age or less and the Employee has completed the Bank's probation requirements. Otherwise, adoption leave shall be unpaid.

(c) Taking adoption leave

- (i)** Adoption leave must be taken in one unbroken period.
- (ii)** Any unutilised leave shall be forfeited when the Employee resumes duties, or in the event of the adoption of another child during a period of adoption leave, in which case that adoption leave ceases and a subsequent entitlement to adoption leave commences.
- (iii)** Similarly, in the event of the birth of a child during a period of adoption leave, that adoption leave ceases and an entitlement to parental leave commences in terms of 25.3.
- (iv)** Any period of adoption leave shall also cease once the child reaches five years of age.

(d) Certification

When applying for adoption leave, the Employee must produce to the Bank:

- a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Employee for adoption purposes; or
- a statement from the appropriate government authority confirming that the Employee is to have custody of the child pending application for an adoption order.

25.5 Other arrangements

Where both parents are Employees of the Bank, the combined total absence from the workplace on parental leave for both shall not exceed seventy-eight weeks for each confinement or adoption.

25.6 Other leave in conjunction with parental leave

- (a)** Any period of parental leave may be extended by taking accrued annual leave or long service leave entitlements before and/or after the period of unpaid leave.
- (b)** Annual leave, personal leave and long service leave shall accrue during paid parental leave, but not during unpaid parental leave.

- (c) There shall be no entitlement to utilise accrued personal leave during any period of parental leave.
- (d) Prior to confinement leave commencing, any absence due to an illness which is associated with the pregnancy shall be treated as normal personal leave in terms of clause 22. However, where the condition is not more than that of being pregnant, the absence shall be regarded as unpaid parental leave.

25.7 Resumption of full-time duties

- (a) An Employee on parental leave (except part-time work contiguous with Parental Leave) shall give the Bank at least three months' notice of intention to return to full-time work.
- (b) Where an Employee's position has been held open for the period of parental leave, resumption will be to that position. In other circumstances, as soon as practicable, the Employee shall be placed in a position that is comparable in salary and status to that occupied prior to commencing leave. If for a period the Employee is required to perform duties at a classification lower than the Employee's own level, the Employee shall not suffer any loss of pay.

26. Public holidays

26.1 Entitlement

- (a) A full-time Employee shall be entitled to holidays on the following days without loss of pay:
 - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - (ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and
 - (iii) one other day to be specified according to State, Territory or locality or on some other basis.

26.2 Employees employed in part-time positions shall be paid for any public holiday which falls on a day which would normally be a working day for the Employee concerned.

26.3 Observation of certain public holidays falling on weekends

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

26.4 Declaration of additional public holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in clauses 26.1 and 26.2, those days shall constitute additional holidays for the purpose of this clause.

26.5 Substitution of public holidays

The Bank, with the agreement of the Section, may substitute another day for any prescribed in this clause.

Schedule A—Classification Structure

A.1 Level 1

A.1.1 General Description

Level 1 positions require basic clerical skills. Duties may involve straightforward communication with other areas of the Bank or with customers. Competence is normally achieved after a limited period of on-the-job training. Duties are usually performed under fairly close direction within clearly established guidelines. Supervisory assistance is readily available. Level 1 positions have no supervisory responsibilities, although in some cases incumbents may be required to provide assistance to employees in other positions.

A.1.2 Complexity

The work involves the application of basic office skills. Clerical duties may include filing, collating, maintenance of basic records, routine checking, simple coding, making straightforward enquiries, and preparing basic memoranda. Keyboard tasks may include the keying in of both straightforward and more complex data possibly involving more than one computer system/database. Duties may involve handling enquiries from customers, the general public and members of staff. Straightforward enquiries would usually be handled direct by the incumbent but more complex or unusual matters would normally be referred to a more senior employee.

Positions at this level have no formal supervisory responsibilities. However, more experienced employees may be required to assist new employee by providing guidance and advice.

Although tasks at this level are generally of a fairly basic and routine nature, employees are usually required to undertake a wide variety of such tasks and in many cases may be required to rotate through Level 1 positions.

A.1.3 Accountability

Duties are usually performed under fairly close supervision according to well established practices and procedures. Assistance is available if required when problems arise. There is little scope for discretion in performing tasks. The consequences of error are unlikely to be serious as significant tasks are usually subject to checks by more senior employees.

A.1.4 Knowledge

Positions at this level require high school education or equivalent and an aptitude for clerical work. Incumbents will master office procedures in their area through on-the-job training. In some cases off-the-job vocational training may be required (e.g. keyboard or customer service skills). At this level, the nature of the tasks is such that basic competency would normally be achieved fairly quickly.

A.2 Level 2

A.2.1 General Description

Level 2 positions require advanced clerical skills. Communication with other areas of the Bank and external contacts may be sufficiently complex to require a degree of judgment. Many positions involve performing a wide range of advanced clerical duties. Experience and/or specialised training are essential. Supervision of Level 2 positions is more general and work may not always be checked/verified. In fact, these positions may involve delegated responsibility for examining the work of others. Positions at this level may have formal supervisory responsibilities.

A.2.2 Complexity

Although the duties of positions at this level are still basically clerical in nature, the tasks are more complex and likely to involve a broader range of skills.

Duties may involve the preparation of memoranda and straightforward reports. There may be a need to gather, organise and comment on information. A requirement may also exist for the planning and scheduling of routine work activities.

Jobs at this level are unlikely to be confined primarily to keyboard tasks. Where keyboard tasks form part of the job, a sound understanding of related computer/information systems is essential (e.g. how to set up standard letters, store files and download to other systems). This is the first level where some formal supervisory responsibilities may be required, the main emphasis being on work control, on-the-job training and staff motivation.

Duties may often involve dealing with people from outside the work area to exchange information.

A.2.3 Accountability

Detailed instruction is not always provided and there is scope for officers to exercise some initiative and judgment in applying established work practices and procedures. However, where additional guidance is necessary, this is readily available from more senior employees and significant errors are unlikely as work is usually subject to periodic checks.

A.2.4 Knowledge

These positions require incumbents to have reached school certificate level or equivalent although many will have completed further education. The positions also require sound clerical aptitude often confirmed by previous work experience. There may be a requirement for advanced clerical training, both on and off the job, in areas such as effective writing and other communication skills. An understanding of good supervisory practice is important to achieving full competency in some positions.

A.3 Level 3

A.3.1 General Description

At this level, positions tend to involve a range of activities which may include: processing, examining and checking, analysis and research, written communication

and making recommendations. There is a need to use initiative and judgment and to make decisions within defined limits and/or according to clear guidelines. Some positions have supervisory responsibilities – usually for the work of clerical employee. Incumbents are likely to have had previous clerical experience or to be recent graduates with limited work experience.

A.3.2 Complexity

Most jobs involve the provision of administrative, technical or professional support. Within agreed objectives and priorities, there is a need for independent action. Where guidelines are not specific, there could be a requirement for investigation, interpretation or evaluation. Tasks may include collecting and analysing data, preparing reports, publications and papers, and the making of recommendations. There is often a requirement for the planning and co-ordination of specific work projects and activities.

There may be a requirement for communication with others outside the work area. This is not likely to include negotiations of any magnitude but making arrangements or obtaining information may require some probing or persistence.

Many positions, particularly those of an operational or an administrative nature involve supervisory responsibility, again with emphasis on work control, on-the-job training and employee motivation. There could be a need to counsel and advise employees who are under direct supervision. There may also be a requirement to undertake operational tasks which are beyond the capability of subordinates.

A.3.3 Accountability

Positions at this level usually work under general direction within clear guidelines and established work practices and priorities. Incumbents are expected to work independently within these guidelines using their own judgment. Where assistance or guidance is necessary, this is usually readily available.

Not all work is closely checked and errors could therefore cause problems – these, however, are likely to be of limited significance or confined to the immediate work area.

A.3.4 Knowledge

At this level, some positions call for a clerical/administrative background together with a broad understanding of the work area. Others require specialist knowledge and expertise/qualifications. Many of the latter will be recent graduates with limited work experience who have specialised in fields such as business, computing and accounting.

Where supervisory responsibilities are a focus of the position, supervisory training including familiarity with the Bank's personnel policies and practices, in areas such as employee development, equity and diversity and health and safety, will be important to attaining full competency in the position.

A.4 Level 3/4

- A.4.1** The job content and skills/knowledge requirements in these roles spans the Level 3 and Level 4 bands and facilitates the movement of incumbents between the salary ranges at these levels without a formal promotion process.
- A.4.2** Complexity, accountability and knowledge requirements are as for Level 3 and Level 4 positions.

A.5 Level 4

A.5.1 General Description

Incumbents are often responsible for a small work area or group. They generally operate within defined policies/principles; however, organising, coordinating and setting of objectives are usually important at this level. In the case of more specialised positions, incumbents have acquired sufficient experience/knowledge to work independently on problems or activities in their field. At this level, interpersonal relations skills are increasingly relevant.

A.5.2 Complexity

Incumbents of administrative positions would be responsible for the management of a small work group, a specific project/program or a significant activity. The work is likely to encompass such tasks as planning, organising and setting of priorities. Economic and other specialist positions require the analysis of information or problems, preparation of papers and reports and the provision of advice and recommendations. Positions at this level involve performing a broader and more complex range of tasks with minimal need for assistance. Where positions are supervisory, in addition to on-the-job training and motivation, there is an increased need to apply broader personnel policies and practices. Most positions require sound interpersonal relations skills in order to assist in the collection and dissemination of information, to solve problems and to influence others.

A.5.3 Accountability

Positions at this Level usually work under general direction within broad guidelines and priorities. There may be considerable independence to work within these guidelines and assistance and guidance is not always readily available. Initiative and judgment are, therefore, often called for.

Work is often not closely checked and errors could cause problems – these may occasionally be significant and could extend beyond the immediate work area.

A.5.4 Knowledge

At this level some positions call for developed clerical/administrative skills, together with an in-depth understanding of the work area. Others require specialist knowledge/experience/ qualifications. Many of the latter will be graduates who have had sufficient work experience to apply and develop professional skills on the job.

Where positions have supervisory/managerial responsibilities, planning, organising, motivating and employee development skills will be required.

A.6 Level 5

A.6.1 General Description

These positions usually involve responsibility for a work area such as a section within a department. Incumbents may have had previous managerial/supervisory experience or they may have come from the specialist ranks where such experience is less likely. In any event, administrative and supervisory skills are critical in most positions.

A.6.2 Complexity

At this level, there are only a small number of specialist positions which have no supervisory or project leadership responsibilities. Incumbents of these positions will have gained considerable mastery in a particular field through experience and continuing education.

For all positions at this level sound communication skills and the ability to influence others are essential.

Positions are likely to entail responsibility for a major work area or project within a department. Planning, co-ordinating, organising and interpersonal relations are important. The work includes initiating strategies for achieving the objectives of the work area. Positions at this level are likely to deal with a wide range of complex problems within an area with minimal direction and guidance. In addition to in-depth analysis of problems, issues may often call for imaginative approaches and involve innovative solutions and policy recommendations.

Most positions have formal managerial/supervisory responsibilities and involve application of a wide range of personnel policies and practices, including those relating to employee development, equity and diversity and health and safety.

A.6.3 Accountability

Positions at this level usually involve responsibility for the management of a major work area or projects. Although still subject to broad guidelines, incumbents have some responsibility for determining strategies and priorities. Incumbents are expected to work without day-to-day guidance. Initiative and judgment are therefore essential. The consequence of errors could be significant and may occasionally impact Bank-wide or beyond.

A.6.4 Knowledge

At this level, many positions call for well-developed supervisory/managerial skills. All require an in-depth understanding of their own work areas, together with a clear grasp of related work areas. Many of the more specialist positions require post-graduate training or qualifications.

Schedule B—Supported Wage System

B.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.

B.2 In this schedule:

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

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

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

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

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

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

B.3 Eligibility criteria

B.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.

B.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.

B.4 Supported wage rates

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

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
10	10

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

B.4.2 Provided that the minimum amount payable must be not less than \$81 per week.

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

B.5 Assessment of capacity

B.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.

B.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.

B.6 Lodgement of SWS wage assessment agreement

B.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 Commission.

B.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 Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within 10 working days.

B.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.

B.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.

B.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.

B.10 Trial period

- B.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.
- B.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.
- B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$81 per week.
- B.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- B.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 B.5.

Schedule C—National Training Wage

C.1 Title

This is the *National Training Wage Schedule*.

C.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

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

C.3 Coverage

- C.3.1** Subject to clauses C.3.2 to C.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 C1 to this schedule or by clause C.5.4 of this schedule.
- C.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 C1 to this schedule.
- C.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.
- C.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.
- C.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.
- C.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

C.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- C.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- C.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.

C.5 Minimum Wages

C.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause C.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 C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

(b) Wage Level B

Subject to clause C.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 C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20
Plus 3 years out of school	433.40	508.20	579.70
Plus 4 years out of school	508.20	579.70	
Plus 5 or more years out of school	579.70		

(c) Wage Level C

Subject to clause C.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 C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	
Plus 5 or more years out of school	527.90		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause C.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 C.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:

Wage level	First year of traineeship		Second and subsequent years of traineeship	
	per week		per week	
	\$		\$	
Wage Level A	623.50		647.70	
Wage Level B	601.60		624.70	
Wage Level C	547.50		568.20	

C.5.2 Minimum wages for part-time traineeships**(a) Wage Level A**

Subject to clauses C.5.2(f) and C.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 C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.74

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

(b) Wage Level B

Subject to clauses C.5.2(f) and C.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 C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	
Plus 5 or more years out of school	19.08		

(c) Wage Level C

Subject to clauses C.5.2(f) and C.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 C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

(d) School-based traineeships

Subject to clauses C.5.2(f) and C.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 C1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.71	10.70

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses C.5.2(f) and C.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 C.5.2(f) and C.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:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

(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 C.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 C.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 C.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

C.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.

C.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 C1 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.

C.6 Employment conditions

- C.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.
- C.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.
- C.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.

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Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause C.5.2(f)(ii) and not by this clause.

- C.6.4** Subject to clause C.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix C1: Allocation of Traineeships to Wage Levels

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

Wage Level A

Training package	AQF certificate level
Business Services	I II III
Financial Services	I II III
Information and Communications Technology	I II III