

**EXCELIOR (BENDIGO) CONTACT CENTRE
EMPLOYEE COLLECTIVE WORKPLACE AGREEMENT 2007**

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1. **TITLE**

This agreement shall be known as the Excelior (Bendigo) Contact Centre Employee Collective Workplace Agreement 2007.

2. **COVERAGE**

This Agreement shall apply at the Excelior Pty Ltd Contact Centre located at 113-133 Mollison Street, Bendigo in the State of Victoria, Australia.

3. **PARTIES AND PERSONS BOUND**

This Agreement shall be binding on:

- (a) Excelior Pty Ltd; and
- (b) All employees of Excelior Pty Ltd covered by this Agreement as specified in clause 2.

4. **DATE AND PERIOD OF OPERATION**

This Agreement shall commence operation from the date of lodgement and will have a nominal expiry date which is 5 years from the date of lodgement.

5. **DEFINITIONS**

- (a) "Act" means the *Workplace Relations Act 1996* (Cth).
- (b) "Agreement" means the Excelior (Bendigo) Contact Centre Employee Collective Workplace Agreement 2007.
- (c) "Employer" means Excelior Pty Ltd.
- (d) "Employee" means an employee of Excelior Pty Ltd.
- (e) "Immediate family" means a spouse, child, parent, grandparent, grandchild or sibling of either the employee or the employee's spouse.

6. **EXCLUSION OF PROTECTED AWARD CONDITIONS**

The Agreement expressly excludes all the protected Award conditions, as defined in section 354 of the Act, from any Award that would otherwise be binding on the Employer and any Employees, including all Award matters in relation to:

- (a) Rest Breaks;
- (b) Incentive-based payments and bonuses;
- (c) Annual leave loadings;
- (d) Public holidays;
- (e) Days substituted for public holidays;
- (f) All monetary allowances for expenses, responsibilities, skills, or disabilities associated with the performance of particular tasks, conditions or locations;
- (g) Loadings for overtime or shift work;

- (h) Penalty rates; and
- (i) any other matter that may be specified in the Act as amended or replaced from time to time or the Workplace Relations Regulations 2006 (Cth) as amended or replaced from time to time ("the Regulations") to be a protected Award condition as defined in section 354 of the Act.

7. DISPUTE RESOLUTION

- (a) The objective of the parties is to avoid behaviour by either party which could result in industrial disputation.
- (b) The parties agree to pursue the resolution or avoidance of disputes through consultation, negotiation and agreement where possible. The mechanism and procedures for resolving a dispute will include, but not be limited to, the following:
 - (i) In the first instance the employee(s) concerned shall discuss the matter with their immediate supervisor.
 - (ii) In the event that the meeting referred to at 7(b)(i) fails to adequately resolve the matter then a further meeting with the immediate supervisor may occur. In these circumstances, the employee(s) may appoint a representative.
 - (iii) If the matter is not resolved at such a meeting, the parties will arrange further discussions involving an Excelior Manager or more senior management as appropriate. The employee(s) may invite a representative to be involved in the discussions.
 - (iv) If the matter remains unresolved, Excelior may refer it to a more senior level of management or to a more senior officer within Excelior's organisation. The employee(s) may invite a representative to be involved in the discussions.
 - (v) In the event of the matter remaining unresolved, either party may refer the matter to the Australian Industrial Relations Commission for conciliation and, if necessary arbitration.
- (c) In order to facilitate the procedure in sub-clause 7(b):
 - (i) The party with the grievance must notify the other party at the earliest opportunity of the problem.
 - (ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.
 - (iii) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- (d) While the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement unless the employee has a reasonable concern about an imminent risk to his or her health and safety.

8. EMPLOYMENT DUTIES

8.1 General duties

- (a) The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- (b) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (c) Any direction issued by the employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

9. EMPLOYMENT CATEGORIES

The employer shall engage such employees as are necessary from time to time. At the time of engagement, the employer will inform each employee of the terms of his or her engagement.

9.1 Probationary Employment

The employment of weekly employees will be subject to an initial probationary period of 3 months for the purpose of determining the employee's suitability for ongoing employment. Either party may terminate the contract for any reason during the probationary period by giving 1 day's notice.

9.2 Full-time employment

The employer may engage a person as a weekly employee on a full-time basis across the hours of operation of the business.

9.3 Part-time employment

The employer may engage a person as a weekly employee on a part-time basis across the hours of operation of the business and a person so engaged shall be paid the applicable proportion of the appropriate weekly salary.

A part-time employee is an employee who:

- works less than an average of 38 hours per week;
- has reasonably predictable hours of work; and
- receives on a pro-rata basis equivalent pay and conditions to full-time employees who do the same kind of work.

An employee on a part-time basis shall be entitled to the base wage rate and annual leave and personal leave arising under this Agreement on a proportionate basis.

9.4 Flexible hours employment

The employer may engage a person as a flexible hours employee and a person so engaged will be employed and paid on an hourly basis.

A flexible hours employee will be paid on a casual basis per hour at the rate of 1/38th of the weekly rate for the class of work performed plus an additional casual loading of 25%. The 25% loading is in lieu of paid personal leave, annual leave and all other benefits provided to full time and part time employees.

All shift allowances detailed in clause 18 of this Agreement will be calculated and paid on the basis of the ordinary hourly rate of pay for a weekly employee in addition to the 25% casual loading which is also calculated and paid on the basis of the ordinary hourly rate of pay for a weekly employee.

By way of example: the ordinary hourly rate of pay for Level 1 is \$14.50. The flexible hours rate of pay for ordinary hours is \$14.50 plus casual loading of 25% (\$3.62). The total hourly rate of pay for the flexible hours employee at Level 1 is \$18.12.

The flexible hours rate of pay with a 15% shift allowance is \$14.50 plus (15%) (\$2.18) plus casual loading 25% (\$3.62): total \$20.30.

10. NOTICE OF TERMINATION

10.1 Notice of termination by employer

- (a) In order to terminate the employment of a weekly employee, the employer shall give to the employee the following minimum 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	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than 2 years' continuous service, shall be entitled to an additional one week's notice.
- (c) Payment in lieu of all or part of the notice shall be made if the appropriate notice period is not given.
- (d) For the purposes of this sub-clause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.
- (e) In calculating any payment in lieu of notice, an employee will be entitled to the wages he or she would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated.
- (f) The period of notice in this clause shall not apply:
 - (i) in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty, or breach of Excelior's Code of Conduct or other policies and procedures; or
 - (ii) in the case of flexible hours employees or employees engaged for a specific period of time or for a specific task or tasks.

10.2 **Notice of termination by employee**

- (a) The notice of termination required to be given by an employee shall be the same as that required of the employer, except that there shall be no additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the required notice, the employee authorises the employer to deduct from the moneys due to the employee the amount equal to the ordinary time rate of pay for the period of notice not given.
- (c) Clause 10.2(b) above will not apply where an employee and the employer agree that the employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

10.3 **Time off during notice period**

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

10.4 **Statement of employment**

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

10.5 **Summary Dismissal**

The employer shall retain the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or breach of Excelior's Code of Conduct, and in such cases the wages shall be paid up to the time of dismissal only.

11. **REDUNDANCY**

11.1 **Discussions before terminations**

- (a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected.
- (b) The discussions shall take place as soon as practicable after the employer has made a definite decision.
- (c) For the purposes of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned all relevant information about the proposed terminations.

11.2 **Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties, at the initiative of the employer, for reasons set out in 11.1 above, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer

may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

- (b) Where an employee requests to transfer to lower paid duties for any reasons, and the employer is able to accommodate such request, the employee will not be entitled to payment in lieu thereof for any difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay.

11.3 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 10 Notice of Termination, an employee whose employment is terminated for reasons set out in 11.1(a) hereof shall be entitled to the following minimum amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year or less	Nil
Over 1 year and up to the completion of 2 years	4 weeks pay
Over 2 years and up to the completion of 3 years	6 weeks pay
Over 3 years and up to the completion of 4 years	7 weeks pay
Over 4 years	8 weeks pay

- (b) Week's pay means the rate of pay as prescribed in this Agreement for the employee concerned, provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

11.4 Employee leaving during notice

An employee whose employment is terminated for reasons set out in 11.1(a) above may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

11.5 Alternative employment

An employee is not entitled to severance pay where the employee is offered suitable alternative employment.

11.6 Time off during notice period

During the period of notice of termination given by the employer for reasons set out in 11.1(a) above an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

11.7 Employees exempted

This clause shall not apply:

- (a) where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty, or breach of Excelior's Code of Conduct or other policies and procedures; or

- (b) in the case of flexible hours employees or employees engaged for a specific period of time or for a specified task or tasks.

11.8 Transmission of Business

The provisions of clause 11 of this Agreement are not applicable where the business is transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmitter to be continuous service of the employee with the transmittee; or
- (b) Where the employee rejects an offer of employment with the transmittee:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmitter to be continuous service of the employee with the transmittee.

12. CLASSIFICATIONS AND RATES OF PAY

12.1 Classification categories

- (a) Level 1 contact centre operator - is an employee during their initial 6 months training period.
- (b) Level 2 contact centre operator - is an employee with more than 6 months service with the employer who is able to demonstrate a basic level of skills following the initial 6 months training period.
- (c) Level 3 contact centre operator - is an experienced employee who is able to demonstrate a level of skills above those at a basic level and who has a qualification to AQF Level III, Call Centre Stream, Telecommunications Package, obtained under a traineeship model.

12.2 Base Wage Rates for Employees

Classification	Minimum full-time rate per week	Minimum full-time rate per week
Contact Centre Operators	Hourly	Weekly
Level 1 - Trainee	\$14.50	\$550.96
Level 2	\$15.05	\$571.86
Level 3	\$15.94	\$605.56
All other employees	\$17.03 - \$19.04	\$647.26 - \$723.44

12.3 **Salary Increases**

The ordinary hours base wage rate set out in clause 12.2 will increase by the following amounts:

- (a) 3.0% from the first full pay period effective on or after the 1st July 2007;
- (b) an additional 3.0% from the first full pay period effective on or after the 1st July 2008;
- (c) an additional 3.0% from the first full pay period effective on or after the 1st July 2009;
- (d) an additional 3.0% from the first full pay period effective on or after the 1st July 2010;
- (e) an additional 3.0% from the first full pay period effective on or after the 1st July 2011.

12.4 **Wages/Salary to be paid fortnightly**

Excelior employees shall be paid their wages/salary fortnightly, no later than the Thursday following the end of the pay period, by electronic transfer mechanisms into an account nominated by the employee at any bank or financial institution

12.5 **Training to be paid**

The initial training referred to in clause 12.1(a) is to be paid training.

13. **SUPERANNUATION**

13.1 **Preamble**

Superannuation is governed by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and regulations and the *Superannuation (Resolution of Complaints) Act 1983*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. The following provisions also apply:

13.2 **Definitions**

For the purposes of this clause:

- (a) Ordinary time earnings means an employee's wage rate as contained herein (including supplementary payment where applicable) and any shift loading, including weekend and public holiday rates where the shift work is part of the employee's ordinary hours of work. All other allowances and payments are excluded.
- (b) Fund means an approved superannuation scheme which complies with the Occupational Superannuation Standards Act and Regulations and any other relevant Government requirements.

13.3 **Choice of Fund**

Employees shall be entitled to choose from the following funds for the purpose of superannuation contributions:

- (a) Recruitment Services Superannuation Fund (RSSF); or
- (b) Such other fund as agreed by the parties.

13.4 **Contributions**

- (a) Excelior shall contribute to the Fund on behalf of all employees an amount equal to the minimum statutory requirement.
- (b) Such contributions required by this subclause will be made to the Fund on a monthly basis and cover pay periods completed in the previous month.
- (c) Following the conclusion or appropriate Fund determination contained herein Excelior shall make contributions on behalf of all eligible employees once such employees complete the qualifying period as prescribed herein and complete the necessary application forms.

13.5 **Employer's contributions during leave without pay.**

Where an employee is absent on leave without pay, whether or not such leave is approved, no contribution from Excelior shall be due in respect of that employee during and in respect of the period of unpaid absence.

13.6 **Employee contributions**

- (a) Employees who wish to make contributions to the contributing Fund additional to those paid by Excelior shall be entitled to authorise Excelior to pay into the Fund from the employee's wages amounts specified by the employee.
- (b) Employee contributions to the Fund requested under this clause shall be made in accordance with the rules of the Fund.

13.7 **Cessation of contributions**

The obligation of Excelior to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with Excelior.

14. **ALLOWANCES**

14.1 **First aid allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance of \$11.54 if appointed by Excelior to perform first aid duty.

15. **HOURS OF WORK**

15.1 **Hours of work**

The hours of work for full time employees shall:

- (a) be 38 per week plus reasonable additional hours; and
- (b) not exceed 8 hours plus reasonable additional hours on any day.

15.2 **Ordinary span of hours**

The ordinary span of hours is 7.00 am to 7.00 pm, Monday to Saturday. The spread of hours may be altered by 1 hour either side of this by mutual agreement between the employer and the employee(s) concerned.

An employee who works their ordinary hours on a Saturday shall receive a loading of 25% for all hours worked on Saturday. A weekly employee shall not be required to work their ordinary hours on more than 5 out of these 6 days.

15.3 **Ordinary hours rate of pay**

(a) **Ordinary hours rate of pay - Monday to Friday (7 am to 7 pm)**

The hourly rate for work performed between the ordinary span of hours of 7.00 am to 7.00 pm, Monday to Friday is as detailed in sub-clause 12.2 - Base Wage Rates for Employees Table.

(b) **Ordinary hours rate of pay - Saturday (7 am to 7 pm)**

The hourly rate for work performed between the ordinary span of hours of 7.00 am to 7.00 pm, Saturday shall be paid at the rate of 25% additional to the ordinary hours rate of pay expressed in clause 15.3(a) for work performed Monday to Friday between 7 am and 7 pm.

16. **BREAKS**

16.1 **Meal Breaks**

- (a) An interval of not less than 30 minutes shall be allowed for an unpaid meal break, as near as possible to the middle of the shift.
- (b) An employee shall not be compelled to work for more than 5 hours after commencing the shift without a break for a meal.

16.2 **Rest break**

An employee shall not be compelled to work for more than 3 hours on a shift without a paid rest period of 10 minutes. This paid rest period of 10 minutes shall be allowed to all employees for each period of 3 hours worked on a shift and shall be counted as part of time worked. The rest period(s) per shift shall be at a time determined by the employer and the time for taking the rest period(s) may vary between employees as determined by the employer.

16.3 **Rest period**

An employee having completed his or her shift or day's work or additional hours work is entitled not be called upon for duty until after a lapse of at least 8 hours.

17. **OVERTIME**

- 17.1 Subject to sub-clause 15.1 Ordinary hours of work, an employee (other than a flexible hours employee) who is directed by Excelior to work in excess of 38 hours per week

or more than the rostered ordinary hours shall be paid for such additional hours at the rate of 50% additional to the ordinary hours rate of pay as detailed in 15.3(a).

- 17.2 An employee (other than a flexible hours employee) who is directed by Excelior to work outside their regular roster of hours shall be paid for such additional hours at the rate of 50% additional to the ordinary hours rate of pay as detailed in 15.3(a).

18. **SHIFT ALLOWANCES**

18.1 **Mid-night Sunday to 7am Monday, Monday to Friday (7 pm - 7 am) and Friday (7pm - mid-night) - 15% loading**

An employee who is rostered to perform, and performs, ordinary duty on a shift, any part of which falls between the hours of mid-night Sunday and 7 am Monday, and/or 7.00 pm and 7.00 am, Monday to Friday, and/or 7pm and mid-night Friday, shall be paid at the rate of 15% additional to the ordinary hours rate of pay expressed in 15.3(a), for that part of the shift that falls outside the normal spread of hours.

18.2 **Saturday morning (mid-night Friday - 7am Saturday) - 25% loading**

An employee who is rostered to perform, and performs, ordinary duty on a shift, any part of which falls between the hours of mid-night Friday and 7am Saturday, shall be paid at the rate of 25% additional to the ordinary hours rate of pay expressed in 15.3(a), for that part of the shift that falls within mid-night Friday and 7 am Saturday.

18.3 **Saturday night (between 7.00 pm and midnight) - 50% loading**

If an employee is rostered to perform, and performs, ordinary duty on a shift, any part of which falls on a Saturday night between 7.00 pm and midnight, this shall be deemed overtime and shall be paid at the rate of 50% additional to the ordinary rate of pay expressed in 15.3(a), for that part of the shift that falls within 7.00 pm and midnight.

18.4 **Sunday and public holidays - 75% loading**

An employee who is rostered to perform, and performs, ordinary duty between midnight on Saturday and midnight on Sunday, or on any public holiday as defined in clause 24 Public holidays, shall be paid at the rate of 75% loading additional to the ordinary hours rate of pay expressed in 15.3(a), for that part of the shift that falls between midnight on Saturday and midnight on Sunday, or on any public holiday as defined in clause 24 Public holidays.

19. **ANNUAL LEAVE**

- 19.1 An employee will accrue annual leave on a pro rata basis at the rate of 4 weeks (20 days) per year of service. Annual leave is accrued and credited every four weeks.

- 19.2 Annual leave shall be taken at a time that is mutually agreed between the employer and employee. The preferred position is that annual leave is taken within 12 months of it falling due.

- 19.3 If, an employee accumulates more than eight weeks of untaken accrued annual leave, then the employer may direct the employee to take up to a quarter of the untaken annual leave.

- 19.2 The ordinary hourly rate of pay expressed in 15.3(a) is inclusive of the 17.5% loading on annual leave. Therefore, no additional payment of annual leave loading will be made.

20. **PERSONAL LEAVE**

The provision of this clause apply to full time and part time weekly employees, but do not apply to flexible hours employees except where stated.

20.1 **Entitlement**

An employee, other than a flexible hours employee, is entitled to 10 days of paid personal leave for each year of employment. This may be taken as either sick leave (where the employee is sick or injured) or carer's leave (where the employee needs to care for a member of his or her immediate family or household because of illness, injury or an unexpected emergency).

A maximum of 10 days paid carer's leave may be taken each year.

20.2 **Unpaid carer's leave**

If an employee, including a flexible hours employee, has no paid carer's leave available, he or she is entitled to up to 2 days unpaid carer's leave for each occasion where he or she needs to care for a member of his or her immediate family or household because of illness, injury or an unexpected emergency.

20.3 **Notification and documentation**

An employee must notify his or her supervisor of his or her absence as soon as possible. The employer may require the employee to provide a medical certificate or statutory declaration in relation to any period of sick or carer's leave.

21. **COMPASSIONATE LEAVE**

21.1 **Entitlement**

An employee other than a flexible hours employee, is entitled to up to 2 days paid compassionate leave on each occasion when:

- (a) a member of his or her immediate family or household develops an injury or illness that poses a serious threat to life; or
- (b) dies.

Compassionate leave taken under 21.1(a) is for the purpose of spending time with the member of the employee's immediate family or household.

21.2 **Notification and documentation**

The employee must provide proof of death or of the serious injury or illness, where required to do so by the Employer.

22. **LONG SERVICE LEAVE**

An employee will accrue long service leave in accordance with applicable State legislation.

23. **PARENTAL LEAVE**

An employee will be entitled to parental leave in accordance with the Act.

24. **PUBLIC HOLIDAYS**

24.1 All full-time and part-time employees will be entitled to the following public holidays without loss of pay:

- (a) New Years Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day;
- (f) Christmas Day;
- (g) Boxing Day; and
- (h) any other day declared by or under a law of a State or Territory to be a public holiday.

24.2 From time to time, an employee may be requested to work on a public holiday to fulfil his or her role and the employer's operational requirements. An employee required to work on a public holiday will be paid in accordance with clause 18.4.