

# Airline Operations—Ground Staff Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 21 June 2016.

Clause(s) affected by the most recent variations: [PR580863](#), [PR579553](#), [PR579818](#), [PR581528](#)

15—Minimum wages

21—Allowances

29—Breaks

Schedule C—Supported Wage System

Schedule E—National Training Wage

Schedule F—2016 Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/254](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#)

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## Part 1—Application and Operation

### 1. Title

This award is the *Airline Operations—Ground Staff Award 2010*.

### 2. Commencement and transitional

[Varied by [PR991555](#), [PR533545](#), [PR533735](#)]

**2.1** This award commences on 1 January 2010.

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

[New 2.3 inserted by [PR533545](#) ppc 29Jan13]

**2.3** Without limiting clause 2.2, any wage or allowance increases arising from the implementation of the new classifications, wage rates and allowances for employees in the maintenance and engineering stream are subject to absorption into existing overaward payments.

[2.3 renumbered as 2.4 and substituted by [PR533545](#) ppc 29Jan13; corrected by [PR533735](#) ppc 29Jan13]

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

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

The arrangements in Schedule G deal with:

- minimum wages and allowances for employees in the maintenance and engineering stream.

[2.4 renumbered as 2.5 and varied by [PR533545](#) ppc 29Jan13]

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

[2.5 renumbered as 2.6 and varied by [PR533545](#) ppc 29Jan13]

- 2.6** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.7 inserted by [PR533545](#) ppc 29Jan13]

- 2.7** The Fair Work Commission may review the variations in this award arising from [\[2013\] FWC 458](#) within 12 months after the date the variations come into effect, in accordance with clause 2.8 and make a determination varying the award.

[2.7 renumbered as 2.8 and varied by [PR533545](#) ppc 29Jan13]

- 2.8** The Fair Work Commission may review the transitional arrangements and the variations in this award arising from [\[2013\] FWC 458](#):

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR994424](#), [PR997772](#), [PR503666](#), [PR533545](#), [PR544771](#), [PR546020](#)]

- 3.1** In this award, unless the contrary intention appears:

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

[Definition of **adult apprentice** inserted by [PR544771](#) ppc 01Jan14]

**adult apprentice** means a person of 21 years of age or over at the time of entering into a training contract as provide for in clause 11.6—Apprentices

[Definition of **agreement-based transitional instrument** inserted by [PR994424](#) from 01Jan10]

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

[Definition of **Aircraft Type Rating Endorsement** inserted by [PR533545](#) ppc 29Jan13]

**Aircraft Type Rating Endorsement** refers to the type rating endorsement which CASA applies to certain aircraft requiring type training and individual type rating as listed in the CASA Advisory Circular AC66-2(6) ‘List of Aircraft Type Ratings for CASR Part 66 Licences’ at Tables 1, 2 and 5, as amended from time to time.

**airline operations industry** means:

- (a) operating; and/or
- (b) ancillary on-airport servicing of,

aircraft used for the purposes of providing commercial passenger or freight air transport services (whether scheduled or non-scheduled) and private business and instructional flying in, and from a base in, Australia

[Definition of **apprentice** inserted by [PR544771](#) ppc 01Jan14]

**apprentice** – in this award, a reference to an apprentice includes an adult apprentice

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

**CAOs** means the Civil Aviation Orders made under the Civil Aviation Regulations

[Definition of **CARs** deleted by [PR533545](#) ppc 29Jan13]

**CASA** means the Civil Aviation Safety Authority

[Definition of **CASRs** inserted by [PR533545](#) ppc 29Jan13]

**CASRs** means the Civil Aviation Safety Regulations.

[Definition of **Category A Licence Holder** inserted by [PR533545](#) ppc 29Jan13]

**Category A Licence Holder** means an individual who:

- (a) holds a category A licence issued by CASA under Part 66 of the CASRs that is in force and is endorsed with one or more of the following subcategories:
  - (i) A1 aeroplanes turbine;
  - (ii) A2 aeroplanes piston;
  - (iii) A3 helicopters turbine;
  - (iv) A4 helicopters piston; and
- (b) is required by his or her employer to exercise the privileges and authorities of his or her category A licence.

[Definition of **Category C Licence Holder** inserted by [PR533545](#) ppc 29Jan13]

**Category C Licence Holder** means an individual who:

- (a) holds a category C licence issued by CASA under Part 66 of the CASRs that is in force; and
- (b) is required by his or her employer to exercise the privileges and authorities of his or her category C licence.

**confined space** means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position

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[Definition of **default fund employee** inserted by [PR546020](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546020](#) ppc 01Jan14]

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503666](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503666](#) ppc 01Jan11]

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

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

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

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

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

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

[Definition of **Exclusion** inserted by [PR533545](#) ppc 29Jan13]

**Exclusion** means an “exclusion” applied to a licence issued by CASA under Part 66 of the CASRs as listed in the CASR Part 66 Information Booklet as amended from time to time.

[Definition of **exempt public sector superannuation scheme** inserted by [PR546020](#) ppc 01Jan14]

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **Full Category B1 Licence** inserted by [PR533545](#) ppc 29Jan13]

**Full Category B1 Licence** means a category B1 licence issued by CASA that:

- (a) does not have any Exclusions applying to the B1 licence for one or more aircraft types; or
- (b) only has one or more of the Standard B1 Exclusions applying to the B1 licence for one or more aircraft types. However, where the employer requires one or more of the Standard B1 Exclusions to be removed for genuine operational reasons and makes arrangements for the appropriate training, the employee must do what is necessary to have the Exclusion removed.

[Definition of **Full Category B2 Licence** inserted by [PR533545](#) ppc 29Jan13]

**Full Category B2 Licence** means a Category B2 licence issued by CASA that:

- (a) does not have any Exclusions applying to the B2 licence for one or more aircraft types; or
- (b) only has the Standard B2 Exclusion applying to the B2 licence for one or more aircraft types. However, where the employer requires the Standard B2 Exclusion to be removed for genuine operational reasons and makes arrangements for the appropriate training, the employee must do what is necessary to have the Exclusion removed.

**home base** means any base at which an employee is domiciled for a period in excess of 180 days

[Definition of **MOS** inserted by [PR533545](#) ppc 29Jan13]

**MOS** means the CASA Manual of Standards as amended from time to time.

[Definition of **MySuper product** inserted by [PR546020](#) ppc 01Jan14]

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994424](#) from 01Jan10]

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

[Definition of **Standard B1 Exclusions** inserted by [PR533545](#) ppc 29Jan13]

**Standard B1 Exclusions** means E9, E10 and E12 as defined in CASR Part 66 Information Booklet as amended from time to time.

[Definition of **Standard B2 Exclusion** inserted by [PR533545](#) ppc 29Jan13]

**Standard B2 Exclusion** means E25 as defined in CASR Part 66 Information Booklet as amended from time to time.

[Definition of **standard rate** substituted by [PR533545](#) ppc 29Jan13]

**standard rate** means the minimum weekly wage for a Tradesperson in clause 15.

[Definition of **transitional minimum wage instrument** inserted by [PR994424](#) from 01Jan10]

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

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



## 4. Coverage

[Varied by [PR991555](#), [PR994424](#)]

- 4.1** This award covers employers throughout Australia in the airline operations industry with respect to all their employees throughout Australia in the classifications listed in Schedule B—Classification Definitions and to those employees. This award applies to the exclusion of any other modern award.
- 4.2** The award does not cover an employee excluded from award coverage by the Act.
- 4.3** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4, 4.5 and 4.6 inserted by [PR994424](#) from 01Jan10]

- 4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.6** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.7 by [PR994424](#) from 01Jan10]

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

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

## 5. Access to the award and the National Employment Standards

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

## **6. The National Employment Standards and this award**

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## **7. Award flexibility**

[Varied by [PR542168](#)]

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

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

[7.2 varied by [PR542168](#) ppc 04Dec13]

**7.2** The employer 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 employer.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) varied by [PR542168](#) ppc 04Dec13]

- (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.

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

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

(e) state the date the agreement commences to operate.

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

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

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

**7.8** The agreement may be terminated:

[7.8(a) varied by [PR542168](#) ppc 04Dec13]

(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

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

[Note inserted by [PR542168](#) ppc 04Dec13]

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 employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542168](#) ppc 04Dec13]

**7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542168](#) ppc 04Dec13]

**7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **8. Facilitative provisions**

### **8.1 Facilitative provisions**

#### **(a) Agreement to vary award provisions**

(i) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 8.2, 8.3 and 8.4.

(ii) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as

to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

## **8.2 Facilitation by individual agreement**

The following facilitative provisions can be utilised upon agreement between an employer and an individual employee:

<b>Clause number</b>	<b>Provision</b>
11.4(b)(ii)	Part-time employment—variation to hours of part-time employment
28.5	Make-up time
32.1(d)	Overtime—time off instead of payment for overtime
32.2	Overtime—Rest period after overtime

## **8.3 Facilitation by majority or individual agreement**

- (a) The following facilitative provisions can be utilised by agreement between the employer and a majority of employees in the workplace or part of it, or the employer and an individual employee:

<b>Clause number</b>	<b>Provision</b>
28.2	Ordinary hours of work—day work
28.4	Ordinary hours of work—method of arranging ordinary working hours
29.1	Meal break—day work
29.2	Meal break—shiftwork
30.2	Shiftwork rosters—change of roster
37.4	Public holidays—substitution of public holidays

- (b) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision in clause 8.3(a), that agreement binds all such employees.

## **8.4 Facilitation by majority agreement**

- (a) The following facilitative provisions can be utilised upon agreement between the employer and majority of employees in the workplace or part of it:

<b>Clause number</b>	<b>Provision</b>
26	Payment of wages
28.2(c)	Ordinary hours of work—spread of hours
28.2(d)	Rostered days off—day work
28.3(e)	Rostered days off—shiftwork
28.4(c)	Introduction of 12 hour shifts

- (b) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision in clause 8.4(a), that agreement binds all such employees.

## Part 2—Consultation and Dispute Resolution

### 9. Consultation

[9—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

#### 9.1 Consultation regarding major workplace change

##### (a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

##### (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1(a), 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 employer to make the changes referred to in clause 9.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **9.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer 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.

## **10. Dispute resolution**

[Varied by [PR533545](#)]

- 10.1** 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.

[10.2 varied by [PR533545](#) ppc 29Jan13]

- 10.2** 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 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[10.3 varied by [PR533545](#) ppc 29Jan13]

- 10.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[10.4 varied by [PR533545](#) ppc 29Jan13]

- 10.4** 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.
- 10.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 3—Types of Employment and Termination of Employment**

### **11. Types of employment**

[Varied by [PR544771](#)]

- 11.1** Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

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

#### **11.3 Full-time employment**

A full-time employee is an employee who is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week.

#### **11.4 Part-time employment**

##### **(a) General**

- (i) A part-time employee is an employee who is engaged to perform less than an average of 38 ordinary hours per week on a reasonably predictable basis.
- (ii) Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees who do the same work in the classification concerned.
- (iii) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any shift.

- (iv) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

**(b) Part-time day workers**

- (i) At the time of engagement or appointment of an employee as a day worker, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying:
  - the guaranteed minimum number of ordinary hours to be worked per week; or
  - which days of the week the employee will work and the actual starting and finishing times each day.
- (ii) Subject to the employer's rights in clauses 8.4 and 28.4 to change an employee's hours of work, changes in hours may only be made by agreement in writing between the employer and employee. Changes in days can be made by the employer giving one week's notice in advance of the changed hours.
- (iii) All time worked in excess of the ordinary daily hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

**(c) Part-time shiftworkers**

- (i) At the time of engagement or appointment of an employee as a shiftworker, the employer and the part-time employee will agree in writing the guaranteed minimum number of ordinary hours to be worked per week.
- (ii) Subject to clause 11.4(c)(i) part-time shiftworkers will be rostered in accordance with clauses 28 and 30.
- (iii) All time worked in excess of the rostered daily hours will be overtime and paid for at the appropriate overtime rate.

**11.5 Casual employment**

- (a) A casual employee is an employee engaged as such.
- (b) A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.
- (c) Casual employees must be paid at the termination of each engagement, or weekly or fortnightly in accordance with usual payment methods for full-time employees.
- (d) Casual employees are entitled to a minimum payment of four hours work at the appropriate rate.



## 11.6 Apprentices

[11.6 inserted by [PR544771](#) ppc 01Jan14]

- (a) In order to undertake trade training in accordance with clause 11.6 a person must be party to a training contract in accordance with the requirements of the apprenticeship authority or State/territory training legislation.
- (b) An apprentice 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) Time spent by an apprentice, 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 apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule D—School-based Apprentices.
- (d) Except as provided in this clause or where otherwise expressly stated, all other terms and conditions of this award apply to an apprentice.
- (e) The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.
- (f) Apprentices may be engaged in trades or occupations that are provided for in clause 11.6—Apprentices where declared or recognised by an apprenticeship authority. Subject to appropriate State legislation, an employer will not employ an unapprenticed junior in a trade or occupation provided for in clause 11.6—Apprentices.
- (g) For the purposes of clause 11.6, apprenticeship authority means a State or Territory training authority with the responsibility for the apprenticeship.
- (h) In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.
- (i) An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the training package determined from time to time by Manufacturing Skills Australia or its successor and endorsed by the National Skills Quality Council or its successor. Such apprenticeships include but are not limited to the following trades: Aeroskills Engineering Tradesperson (Mechanical), Aeroskills Engineering Tradesperson (Structures) and Aeroskills Engineering Tradesperson (Avionics).
- (j) Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.
- (k) The nominal period of the apprenticeship is four years; however this period may be varied with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior

learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.

- (l)** Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
  - (i)** the qualification specified in the training contract is successfully completed; and
  - (ii)** the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
  - (iii)** the requirements of the relevant State/Territory apprenticeship authority and any requirements of Manufacturing Skills Australia with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
  - (iv)** with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- (m)** No apprentice, except in an emergency, is to work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with their training contract.
- (n)** The minimum wages applying to apprenticeships are dealt with in clause 16—Apprentice minimum weekly wages and no apprentice is to work under a system of payment by results.
- (o) Payment of fees and textbooks**
  - (i)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within 3 months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;
  - (ii)** Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 11.6(o)(i) above.
- (p) Travel payment for block release training**
  - (i)** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess

reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

## **12. Termination of employment**

**12.1** Notice of termination is provided for in the NES.

### **12.2 Notice of termination by an employee**

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

### **12.3 Job search entitlement**

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

## **13. Redundancy**

[Varied by [PR994424](#), [PR503666](#), [PR561478](#)]

**13.1** Redundancy pay is provided for in the NES.

### **13.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if

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

### **13.3 Employee leaving during notice period**

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

### **13.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 12.3.

### **13.5 Transitional provisions – NAPSA employees**

[13.5 renamed by [PR503666](#); deleted by [PR561478](#) ppc 05Mar15]

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

[13.6 inserted by [PR503666](#); deleted by [PR561478](#) ppc 05Mar15]

## **Part 4—Minimum Wages and Related Matters**

### **14. Classifications**

[Varied by [PR991555](#)]

Classification definitions are set out in Schedule B. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

## 15. Minimum wages

[Varied by [PR997950](#), [PR509079](#), [PR522910](#), [PR533545](#), [PR536713](#), [PR551636](#), [PR566721](#), [PR579818](#)]

### 15.1 Aviation transport workers stream

[15.1 varied by [PR997950](#), [PR509079](#), [PR522910](#), [PR536713](#), [PR551636](#), [PR566721](#), [PR579818](#) ppc 01Jul16]

Classification	Rate per week
	\$
Level 1	726.80
Level 2	730.00
Level 3	742.90
Level 4	764.10
Level 5	798.50
Level 6	819.60
Level 7	825.00
Level 8	860.20

### 15.2 Clerical, administration and support stream

[15.2 varied by [PR997950](#), [PR509079](#), [PR522910](#), [PR536713](#), [PR551636](#), [PR566721](#), [PR579818](#) ppc 01Jul16]

Classification	Rate per week
	\$
Level 1	750.60
Level 2	783.30
Level 3	827.30
Level 4	868.70
Level 5	904.00
Level 6	939.50
Level 7	975.00
Level 8	1010.30

### 15.3 Maintenance and engineering stream

[15.3 varied by [PR997950](#), [PR509079](#), [PR522910](#), [PR533545](#), [PR536713](#), [PR551636](#), [PR566721](#), [PR579818](#) ppc 01Jul16]

Classification	Rate per week
	\$
Aircraft Worker 1	672.70
Aircraft Worker 2	692.10
Aircraft Worker 3	718.60
Aircraft Worker 4	743.30
Tradesperson	783.30

<b>Classification</b>	<b>Rate per week</b>
	\$
Aircraft Maintenance Engineer	854.60
Full Category B1.1 Licence Holder	916.30
Full Category B1.2 Licence Holder	916.30
Full Category B1.3 Licence Holder	916.30
Full Category B1.4 Licence Holder	916.30
Full Category B2 Licence Holder	916.30
Full Category B1/B2 Licence Holder	916.30
Transitional Category B1.1 Licence Holder	916.30
Transitional Category B1.2 Licence Holder	874.50
Transitional Category B1.3 Licence Holder	916.30
Transitional Category B1.4 Licence Holder	874.50
Transitional Category B2 Licence Holder	916.30

#### **15.4 Storepersons and logistics stream**

[15.4 varied by [PR997950](#), [PR509079](#), [PR522910](#), [PR536713](#), [PR551636](#), [PR566721](#), [PR579818](#) ppc 01Jul16]

<b>Classification</b>	<b>Rate per week</b>
	\$
Level 1	715.00
Level 2	731.30
Level 3	750.40
Level 4	774.10
Level 5	802.40

## **16. Apprentice minimum weekly wages**

[16 renamed and substituted by [PR544771](#), [PR545477](#) ppc 01Jan13; varied by [PR566721](#)]

**16.1** The minimum wage for apprentices who commenced an apprenticeship prior to January 1, 2014 are, except as provided for in clause 15.3—Maintenance and engineering streamAdult apprentice minimum wages for current employees, are as set out in the following table.

- (a) For apprentices who commenced an AQF IV qualification outcome the percentages are of the ordinary weekly wage rate prescribed in clause 15.3 for an Aircraft Maintenance Engineer.
- (b) For apprentices who commenced an AQF III qualification outcome the percentages are of the ordinary weekly wage rate prescribed in clause 15.3 for a Tradesperson.

<b>Stage</b>	<b>Percentage of rate</b>
1	42
2	55
3	75
4	88

**16.2 Minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014**

[16.2(a) substituted by [PR566721](#) ppc 01Jul15]

- (a) The minimum wage for an apprentice who commences an AQF IV qualification outcome apprenticeship on or after 1 January 2014 are set out in the following table (except as otherwise provided for in clause 16.3—Adult apprentice minimum wages for current employees):

<b>Stage or year of apprenticeship</b>	<b>Has not completed year 12 (%)</b>	<b>Has completed year 12 (%)</b>	<b>Adult apprentice (% or classification)</b>
1	50% of rate for Tradesperson classification	55% of rate for Tradesperson classification	80% of rate for Tradesperson classification
2	60% of rate for Tradesperson classification	65% of rate for Tradesperson classification	Aircraft Worker 1
3	75% of rate for Aircraft Maintenance Engineer classification	75% of rate for Aircraft Maintenance Engineer classification	Aircraft Worker 2
4	88% of rate for Aircraft Maintenance Engineer classification	88% of rate for Aircraft Maintenance Engineer classification	88% of rate for Aircraft Maintenance Engineer classification

[16.2(b) substituted by [PR566721](#) ppc 01Jul15]

- (b) The minimum wage for an apprentice who commences an AQF III qualification outcome apprenticeship on or after 1 January 2014 are as set out in the following table (except as otherwise provided for in clause 16.3—Adult apprentice minimum wages for current employees). The percentages are of the ordinary weekly wage rate prescribed in clause 15.3 for a Tradesperson.

<b>Stage or year of apprenticeship</b>	<b>Has not completed year 12 (%)</b>	<b>Has completed year 12 (%)</b>	<b>Adult apprentice (% or classification)</b>
1	50	55	80%
2	60	65	Aircraft Worker 1
3	75	75	Aircraft Worker 2
4	88	88	Aircraft Worker 3

### **16.3 Adult apprentice minimum wages for current employees**

- (a) A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training contract. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 15.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (b) This clause applies where the employee, immediately prior to entering into a training contract as an adult apprentice has been an employee in the enterprise for a minimum of 6 months full-time employment or twelve months part-time or regular and systematic casual employment.

### **16.4 Conditions for progression through each stage**

The minimum wages for each stage of the apprenticeship are set out in clauses 16.1 to 16.2. The conditions for progression to each stage are set out in the following table:

<b>Stage of apprenticeship</b>	<b>Progression requirements</b>
Stage 1	No entry requirements
	An apprentice enters Stage 2:
	<ul style="list-style-type: none"> <li>On attainment of 25% of the competencies required for the relevant AQF Certificate III or IV qualification specified in the training plan; or</li> <li>12 months after commencing the apprenticeship, whichever is the earlier</li> </ul>
Stage 2	An apprentice enters Stage 2:
	<ul style="list-style-type: none"> <li>On attainment of 50% of the competencies required for the relevant AQF Certificate III or IV qualification specified in the training plan; or</li> <li>12 months after commencing Stage 2, whichever is the earlier</li> </ul>
Stage 3	An apprentice enters Stage 2:
	<ul style="list-style-type: none"> <li>On attainment of 75% of the competencies required for the relevant AQF Certificate III or IV qualification specified in the training plan; or</li> </ul>
Stage 4	



**Stage of apprenticeship    Progression requirements**

- 12 months after commencing Stage 3,  
whichever is the earlier

**16.5    Competency based progression**

- (a) For the purpose of competency based wage progression in clause 16 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
- (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 16.4 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
  - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
  - (iii) either:
    - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
    - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in clause 16.5(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.

- (d) The apprentice will be paid the wage rate referred to in clause 16.5(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 16.5(a)(iii) or on a date as determined under the dispute resolution process in clause 16.5(b).

## **17. Junior rates**

[Varied by [PR533545](#)]

### **17.1 Clerical, administration and support stream**

Junior employees engaged in classifications in the clerical, administration and support stream will be paid the following percentage of the appropriate wage rate in 15.2:

<b>Age</b>	<b>Percentage of adult minimum wage rate</b>
	<b>%</b>
16 years and under	50
17 years	55
18 years	65
19 years	75
20 years	90

### **17.2 Maintenance and engineering stream**

[17.2 varied by [PR533545](#) ppc 29Jan13]

Junior employees engaged in classifications in the maintenance and engineering stream will be paid the following percentage of the adult Aircraft Worker 3 rate in 15.3:

<b>Age</b>	<b>Percentage of adult trades assistant rate</b>
	<b>%</b>
17 years and under	55
18 years	85
19 years	93
20 years	100

### **17.3 Storepersons and logistics stream**

Junior employees engaged in classifications in the storepersons and logistics stream will be paid the following percentage of the appropriate wage rate in 15.4:

<b>Age</b>	<b>Percentage of adult minimum wage rate</b>
	<b>%</b>
17 years and under	55
18 years	85
19 years	93
20 years	100

## **18. Supported wage system**

[Varied by [PR991555](#)]

See Schedule C

## **19. School-based apprentices**

[Varied by [PR991555](#)]

See Schedule D

## **20. National Training Wage**

[New clause 20 inserted by [PR514012](#) ppc 01Jan10 (see exemption in [PR514012](#))]

**20.1** See Schedule E

**20.2** Whereas Schedule E was inserted on 15 July 2011 but with effect from 1 January 2010, clause 20 and Schedule E do not take effect so as to require any employee engaged as a trainee to repay any wages paid in respect of the period 1 January 2010 to 15 July 2011 because the amount of the employee's legal entitlement to wages and wage related payments in that period was greater than the employee's entitlement to wages and wage related payments under Schedule E.

## **21. Allowances**

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994424](#), [PR998174](#); 20 renumbered as 21 by [PR514012](#) ppc 01Jan10; varied by [PR523031](#), [PR533545](#), [PR533735](#), [PR536834](#), [PR551757](#), [PR566858](#), [PR579553](#)]

[21.1 substituted by [PR533545](#) ppc 29Jan13]

**21.1** Employees will, in addition to the employee's classification rate of pay, be paid the allowances set out in this clause. Unless otherwise specified, such allowances will not be taken into account in the calculation of any other penalty rate prescribed by this award.

### **21.2 General allowances**

The following allowances apply in respect of all classifications under the award:

- Clause 21.5—Aviation Security Identification Card
- Clause 21.6—Coffin allowance
- Clause 21.7—Disability allowance
- Clause 21.8—First aid allowance
- Clause 21.9—Nightsoil allowance

- Clause 21.10—Travelling time and board allowance
- Clause 21.11—Change in place of employment
- Clause 21.12—Private motor vehicle allowance
- Clause 21.13(a)—Uniform and protective clothing allowance
- Clause 21.14—Foreign language allowance

### **21.3 Aviation transport workers allowances**

The following allowances apply to those employees classified in accordance with clause 15.1—Aviation transport workers stream:

- Clause 21.13(b)—Uniform and protective clothing allowance
- Clause 21.15—Money collection
- Clause 21.16—Transport workers stream—leading hand allowance

### **21.4 Maintenance and engineering stream allowances**

[21.4 substituted by [PR533545](#) ppc 29Jan13]

The following allowances apply to those employees classified in accordance with 15.3—Maintenance and engineering stream, and shall apply to employees who are Category A Licence Holders or Category C Licence Holders:

- Clause 21.17—Relief duty and engineering school.
- Clause 21.18—Permanent transfers.
- Clause 21.19—Special rates.
- Clause 21.20—Tool allowance.
- Clause 21.21—Full category Aircraft Type Rating Endorsement payments.
- Clause 21.22—Transitional category Aircraft Type Rating Endorsement payments.
- Clause 21.24—Special appointments – additional payments.
- Clause 21.25—Category A Licence Holder – allowance.
- Clause 21.26—Category C Licence Holder – allowance.
- Clause 21.27—Maintenance and engineering stream—leading hand allowance.

### **21.5 Aviation Security Identification Card**

Where an employee is required by law to obtain an Aviation Security Identification Card (ASIC) to access any Australian airport facilities to perform their work, the cost of the application fee and other fees required by legislation will be reimbursed by the employer. The employer is not, however required to reimburse any costs incurred prior to the person becoming an employee of the employer.

**21.6 Coffin allowance**

If an employee is required to handle coffins containing human remains, the employee must be paid 0.37% of the [standard rate](#) per coffin.

**21.7 Disability allowance**

- (a) If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to work, employees will be paid the following allowances from the date of the application:
  - (i) if the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours—0.12% of the [standard rate](#) per hour; and
  - (ii) if the construction work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space—0.066% of the [standard rate](#) per hour.
- (b) The date of effect for the allowance will be from the date of the claim subject to substantiating the existence of the disability.

**21.8 First aid allowance**

If an employee is appointed by their employer to perform first aid duty and holds a current first aid qualification from St John Ambulance or a similar body, the employee is entitled to 1.68% of the [standard rate](#) per week.

**21.9 Nightsoil allowance**

If an employee is required to handle or dispose of nightsoil or clean aircraft toilets and/or containers used for animals during the course of a normal shift or a second shift, the employee must be paid 0.64% of the [standard rate](#) on each shift.

**21.10 Travelling time and board allowance**

- (a) Where an employee is required by the employer to travel for duty away from home base, the following provisions will apply:
  - (i) where an employee is required to be away overnight the employee will be provided with full board and accommodation or paid a reasonable allowance to cover the cost incurred for board and lodging;
  - (ii) the employer will reimburse the employee for travel or pay the cost of travel; and
  - (iii) the employer will pay expenses or reimburse the employee for reasonable actual expenses incurred while away from home base.
- (b) If employees are required to work away from their usual place of employment, with the exception of where the employee has been directed to attend training, they must be paid the following rates for all time reasonably spent by them in

excess of the time they usually spend travelling to or from their home to the place of employment:

<b>Day</b>	<b>Rate</b>
Sundays and public holidays	Time and a half up to maximum of 12 out of every 24 hours or 8 out of every 24 hours where a sleeping birth or air travel is provided
All other days	Ordinary rate is up to a maximum of 12 out of every 24 hours or 8 out of every 24 hours where a sleeping birth or air travel is provided

[20.10(c) varied by [PR998174](#), [PR523031](#), [PR536834](#), [PR551757](#), [PR566858](#) ppc 01Jul15]

- (c) If an employee is engaged in a capital city to work in the country or another State or Territory, or sent from one country centre to work in another country centre, the employee is entitled to travelling time and, for a period not exceeding three months, to reimbursement of all reasonable expenses. If employees are required to remain away from their home overnight, reasonable expenses include the cost of board and lodging or, instead, a minimum payment of \$118.44 per day will be paid by the employer.

#### **21.11 Change in place of employment**

If an employee is required to work at a place other than their regular place of employment, the employer must pay the employee any additional fares incurred or provide the employee with transport.

#### **21.12 Private motor vehicle allowance**

[20.12 varied by [PR523031](#), [PR536834](#), [PR551757](#) ppc 01Jul14]

An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid an allowance of \$0.78 per kilometre.

#### **21.13 Uniform and protective clothing allowance**

- (a) Where an employee is required to wear a uniform, protective clothing or equipment, the employer must reimburse the employee for the reasonable costs of obtaining the uniform, clothing or equipment unless the employer provides the employee with these items.
- (b) Where an employee is required to launder a uniform, the employee is entitled to \$4.92 per week. The provisions of this clause will not apply where the employer pays for the cost of laundering clothing.

**21.14 Foreign language allowance**

If an employee is required to work in an international terminal and is required by the employer to speak a foreign language the employee will be paid as follows:

<b>Foreign languages</b>	<b>Percentage of the <u>standard rate</u> per week</b>
	<b>%</b>
One language	0.66
Two languages	0.99
Three or more languages	1.29

**21.15 Money collection**

If an employee collects money, the employee must be paid, for any amount handled:

<b>Amount handled</b>	<b>Percentage of the <u>standard rate</u> per week</b>
	<b>%</b>
Less than \$200	0.60
\$200 and less than \$1000	1.20
\$1000 and less than \$5000	1.61
\$5000 and over	1.87

**21.16 Transport workers stream—leading hand allowance**

Where an employee at Level 2 is responsible for the control, supervision and training of designated staff, an allowance of 3% of the standard rate will be paid.

**21.17 Relief duty and engineering school**

**(a) Relief duty**

Where an employee receives less than two days' notice to take up relief duty away from the employee's home base, time spent travelling will be paid for at the appropriate penalty rate. Where an employee receives two or more days' notice, payment will be made as provided in clause 21.10.

**(b) Engineering school**

- (i)** Where an employee is required by the employer to travel to or from engineering school, time spent travelling on rostered days off, Saturdays, Sundays or public holidays will be paid for at the appropriate penalty rate for a minimum of four hours.
- (ii)** For the purposes of this award, time spent travelling will not be included in the employee's 10 hour break between periods of duty.

## **21.18 Permanent transfers**

[20.18(a) varied by [PR994424](#) from 01Jan10]

- (a) An employee on permanent transfer will be entitled to receive payment from the employer for all reasonable expenses incurred by the removal of themselves, their spouse or de facto partner and dependants, their furniture, possessions and personal effects from one home base to another home base as approved by the employer in advance.
- (b) For the purposes of this clause, a base will be regarded as a home base if the employee is transferred there for a period which exceeds 180 days. A transfer to a base other than a home base expressed to be for a period less than 180 days will become a transfer to another home base if the employee is notified in writing during the course of that period that the transfer will extend for a period beyond 180 days. In such cases temporary reimbursement will cease and the provisions of clause 21.18(a) will become applicable.
- (c) When special circumstances arise, employees may be allowed additional expenses subject to agreement in writing prior to transfer.
- (d) Clause 21.18 applies only when the transfer is directed by the employer.

## **21.19 Special rates**

Subject to clauses 21.19(a) and (b), the following special rates must be paid to an employee including an apprentice and a junior:

### **(a) Special rates not cumulative**

- (i) Where more than one of the disabilities set out in clause 21.19 entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate for the applicable disabilities.
- (ii) Clause 21.19(a)(i) does not apply in relation to cold places, hot places, wet places, confined spaces, or dirty work, the rates for which are cumulative.

### **(b) Special rates are not subject to penalty additions**

The special rates in clause 21.19 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

### **(c) Cold places**

[20.19(c) varied by [PR994424](#) from 01Jan10]

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid 0.074% of the [standard rate](#) per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours' work without loss of pay.



**(d) Hot places**

- (i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Temperature	Percentage of the <u>standard rate</u> per hour
Between 46 and 54 degrees Celsius	0.076%
In excess of 54 degrees Celsius	0.1%

- (ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.
- (iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

**(e) Wet places**

- (i) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid 0.076% of the standard rate per hour extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.
- (ii) This clause does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

**(f) Confined spaces**

An employee working in a confined space must be paid 0.076% of the standard rate per hour extra.

**(g) Dirty work**

- (i) Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature, the employee must be paid 0.1% of the standard rate per hour extra.
- (ii) Employees engaged on such work will be entitled to shower and change during normal working time.

**(h) Fuel tanks**

Employees who are required to perform work inside fuel tanks of an aircraft must be paid 0.12% of the standard rate per hour extra.

**(i) Fibre glass**

Employees handling fibre glass materials or material of a like nature, when so employed must be paid 0.08% of the standard rate per hour extra.

## **21.20 Tool allowance**

[20.20(a) varied by [PR998174](#), [PR579553](#) ppc 01Jul16]

- (a) A tradesperson will be paid an allowance of \$14.96 per week for supplying and maintaining tools ordinarily required in the performance of the employee's work as a tradesperson. The allowance will be paid for all purposes of the award.
- (b) This allowance will apply to apprentices on the same percentage basis as set out in clause 16—Apprentice minimum weekly wages.
- (c) Where it is the practice for the employer to provide all tools ordinarily required by a tradesperson or an apprentice in the performance of the employee's work, the employer may continue that practice and in that event the allowance prescribed in clause 21.20(a) will not apply to such tradespersons or apprentices.
- (d) A tradesperson or apprentice will replace or pay for any tools supplied by the employer if lost through the employee's negligence.

## **21.21 Full category Aircraft Type Rating Endorsement payments**

[21.21 renamed and substituted by [PR533545](#) ppc 29Jan13]

- (a) For each specific Aircraft Type Rating Endorsement held by an employee employed in a classification listed in the following table, on aircraft which are operated or maintained by the employer, additional payments per week will be made in accordance with the following table. The additional payments will be paid for all purposes of the award:

<b>Classification</b>	<b>% of standard rate per week for first Aircraft Type Rating Endorsement</b>	<b>% of standard rate per week for each additional Aircraft Type Rating Endorsement</b>
Full Category B1.1 Licence Holder	20	5
Full Category B1.2 Licence Holder	15	5
Full Category B1.3 Licence Holder	20	5
Full Category B1.4 Licence Holder	15	5
Full Category B2 Licence Holder	25	5
Full Category B1/B2 Licence Holder	30	5

- (b) Subject to clause 21.21(c), the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause will not exceed 35% of the [standard rate](#) per week.
- (c) For employees engaged in the classification of Full Category B2 Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause and any allowance payable under clause 21.25(a) will not exceed 35% of the [standard rate](#) per week.

- (d) Where an employee holds, and is required by his or her employer to exercise the privileges and authorities of, more than one licence, the employee will be paid in accordance with the highest classification and allowances applicable to those licences.

## **21.22 Transitional category Aircraft Type Rating Endorsement payments**

[New 21.22 inserted by [PR533545](#) ppc 29Jan13]

- (a) For each specific Aircraft Type Rating Endorsement held by an employee employed in a classification listed in the following table on aircraft which are operated or maintained by the employer, additional payments per week will be made in accordance with the following table. The additional payments will be paid for all purposes of the award:

<b>Classification</b>	<b>% of standard rate per week for first Aircraft Type Rating Endorsement</b>	<b>% of standard rate per week for each additional Aircraft Type Rating Endorsement</b>
Transitional Category B1.1 Licence Holder	15	4.25
Transitional Category B1.2 Licence Holder	10.92	4.25
Transitional Category B1.3 Licence Holder	15	4.25
Transitional Category B1.4 Licence Holder	10.92	4.25
Transitional Category B2 Licence Holder	21.24	4.25

- (b) Subject to clause 21.22(c), the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause will not exceed 29.03% of the [standard rate](#) per week.
- (c) For employees engaged in the classification of Transitional Category B2 Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause and any allowance payable under clause 21.25(a) will not exceed 29.03% of the [standard rate](#) per week.
- (d) Where an employee holds, and is required by his or her employer to exercise the privileges and authorities of, more than one licence, the employee will be paid in accordance with the highest classification and allowances applicable to those licences.

## **21.23 Non-reduction**

[New 21.23 inserted by [PR533545](#) ppc 29Jan13]

Where an aircraft ceases to be operated or maintained by an employer, an employee employed in a classification listed in the tables in clause 21.21 or clause 21.22, holding a rating on that aircraft only, will continue to be paid the employee's base

rate of pay and the employee's type payment. Such base rate and type payment are offset against all future wage increases until overtaken by the rate for an Aircraft Maintenance Engineer with equivalent service.

#### **21.24 Special appointments – additional payments**

[21.24 inserted by [PR533545](#) ppc 29Jan13; corrected by [PR533735](#) ppc 29Jan13]

Additional rates of pay for employees in the maintenance and engineering stream:

- (a) For each appointment, authority or approval held by an employee and which the employee is required to use, the following additional payments will be made. The additional payments will be paid for all purposes of the award:
  - (i) An employee exercising the privileges of a weight control authority under CAO 100.28—7.17% of the [standard rate](#) per week;
  - (ii) An employee exercising the privileges as an appointment signatory under CAO 104.1.3.2—2.55% of the [standard rate](#) per week;
  - (iii) An employee exercising the privileges of a non-destructive testing authorisation under CAO 100.27—1.38% of the standard rate per week for each specified method of testing. The sum of such payments will not exceed 3.46% of the [standard rate](#) per week;
  - (iv) An employee exercising the privileges of a welding authority under CAO 100.25—3.46% of the [standard rate](#) per week;
  - (v) An employee exercising the privileges of a taxiing approval—1.38% of the [standard rate](#) per week; or
  - (vi) An employee in control of an engine overhaul test facility—0.71% of the [standard rate](#) per day or part of a day.

#### **21.25 Category A Licence Holder – allowance**

[21.25 inserted by [PR533545](#) ppc 29Jan13]

- (a) Subject to clause 21.25(e), an employee who is a Category A Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category A licence, will be paid an additional 7.8% of the [standard rate](#) per week which will apply for all purposes of the award.
- (b) If the employee is required by his or her employer to hold and exercise the privileges of an additional sub-category A Licence endorsement, an additional 6% of the [standard rate](#) per week will be paid for the second sub-category endorsement and an additional 5% of the [standard rate](#) per week will be paid for the third and subsequent sub-category endorsement. The allowance will be paid for all purposes of the award.
- (c) If the total of:
  - (i) the employee's base rate of pay; plus
  - (ii) the allowance in clause 21.25(a),

is less than 109.2% of the [standard rate](#) per week, the employee will be paid an additional amount such that the employee receives a total amount equal to 109.2% of the [standard rate](#) per week, inclusive of the allowance in clause 21.25(a). This additional amount will be paid for all purposes of the award.

- (d) The allowance in clause 21.25(a) is taken into account for the purposes of applying the cap in:
  - (i) clause 21.21(b) for employees employed in the classification of Full Category B2 Licence Holder; and
  - (ii) clause 21.25(a) for employees employed in the classification of Transitional B2 Licence Holder.
- (e) This clause does not apply to employees employed in the following classifications:
  - (i) Full Category B1.1, B1.2, B1.3, B1.4 and B1/B2 Licence Holder; and
  - (ii) Transitional Category B1.1, B1.2, B1.3, B1.4 Licence Holder.

#### **21.26 Category C Licence Holder – allowance**

[21.26 inserted by [PR533545](#) ppc 29Jan13]

- (a) An employee who is a Category C Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category C licence, will be paid an additional 5.34% of the [standard rate](#) per week which will apply for all purposes of the award.
- (b) If the employee's base rate of pay (excluding the allowance in clause 21.26(a)) is less than 116.99% of the [standard rate](#) per week, the employee will be paid an additional amount such that the employee's base rate of pay is equal to 116.99% of the [standard rate](#) per week. This additional amount will apply for all purposes of the award.

#### **21.27 Maintenance and engineering stream—leading hand allowance**

[21.22 renumbered as 21.27 and varied by [PR533545](#) ppc 29Jan13]

An employee appointed by the employer as a leading hand will be paid an additional 5.34% of the [standard rate](#) per week for all purposes of the award.

#### **21.28 Adjustment of expense related allowances**

[21.23 renumbered as 21.28 by [PR533545](#) ppc 29Jan13]

- (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.

[20.23(b) varied by [PR994424](#), [PR998174](#) ppc 01Jul10; [PR523031](#) ppc 01Jul12]

- (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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Board and lodging allowance	Domestic holiday travel and accommodation sub-group
Private motor vehicle allowance	Private motoring sub-group
Uniform and protective clothing allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Meal allowance	Take away and fast foods sub-group

## **22. District allowances**

[Varied by [PR994424](#); 21 renumbered as 22 by [PR514012](#); deleted by [PR561478](#) ppc 05Mar15]

## **23. Accident pay**

[Varied by [PR994424](#), [PR503666](#); 22 renumbered as 23 by [PR514012](#); deleted by [PR561478](#); new 23 inserted by [PR571817](#) ppc 15Oct15]

An employee classified under the Maintenance and engineering stream and the Clerical, administration and support stream, in receipt of weekly payments under the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from the employer subject to the following conditions and limitations:

### **23.1 Payment to be made during incapacity**

The employer must pay, or cause to be paid, accident pay during the incapacity of the employee, within the meaning of the applicable workers' compensation legislation:

- (a) until such incapacity ceases; or
- (b) until the expiration of a period of 26 weeks from the date of injury;

whichever event will first occur.

### **23.2 Definitions**

#### **(a) Meaning of accident pay**

**Accident pay** means payment made to an employee by the employer, that is the difference between the weekly amount of compensation paid to an employee under the applicable workers' compensation legislation and the weekly amount that would have been received by virtue of this award had the

employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.

**(b) Meaning of injury**

**Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

**(c) Entitlement**

**(i)** The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 26 weeks.

**(ii)** The entitlement to accident pay ceases on termination of the employee's employment, except where such termination:

**(A)** is by the employer other than for reason of the employee's serious and/or wilful misconduct; or

**(B)** arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement will be referred to the Fair Work Commission to determine.

**23.3 Pro rata payments**

For a period of less than one week, accident pay will be calculated on a pro rata basis.

**23.4 When not entitled to payment**

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

**23.5 Redemptions**

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

**23.6 Damages independent of the Acts**

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

**23.7 Calculation of the period**

The 26 week period commences from the date of injury. In the event of more than one absence from one injury, such absences are to be cumulative in the assessment of the 26 week period.

### **23.8 Return to work**

If an employee entitled to accident pay under this clause returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

### **23.9 Casual employees**

For a casual employee the weekly payment referred to in clause 23.2(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

## **24. Indemnity/insurance**

[Varied by [PR998174](#), [PR533545](#); 23 renumbered as 24 by [PR514012](#) ppc 01Jan10]

[24.1 varied by [PR533545](#) ppc 29Jan13]

**24.1** Clause 24 applies only to employees in the maintenance and engineering stream.

**24.2** An employer who requires an employee to fly in any aircraft will indemnify/insure the employee against death or totally incapacitating injury which may arise from the use of that aircraft for not less than \$45,000.

**24.3** Such indemnity/insurance need not be provided by the employer where the employees will receive a benefit of not less than \$45,000 in the event of death or totally incapacitating injury by way of insurance taken out by the aircraft or charter operators or by way of an employer-sponsored superannuation scheme.

[23.4 varied by [PR998174](#), ppc 01Jul10]

**24.4** No employee will be compelled to work on an aircraft during a bomb scare or hijack incident; provided however, an employee who volunteers to work during a bomb scare or hijack incident will be indemnified/insured by the employer to cover injury, disablement or death to a minimum of \$172,856.

**24.5** The amount payable under this clause will be additional to any amount an employee or the employee's next of kin may be entitled to receive under any workers compensation legislation or similar provisions.

## **25. Higher duties**

[24 renumbered as 25 by [PR514012](#) ppc 01Jan10]

**25.1** If an employee is required to perform a higher class of work in any day or shift the employee must be paid for the whole day or shift at the higher rate of pay.

**25.2** If an employee is required to perform a lower class of work for ordinary hours in any day or shift, the employee must be paid for the whole day or shift at the employee's normal rate of pay.



## **26. Payment of wages**

[25 renumbered as 26 by [PR514012](#) ppc 01Jan10]

- 26.1** Wages must be paid weekly or fortnightly in arrears.
- 26.2** Wages may be paid other than by week or fortnight by agreement between the employer and the majority of employees affected.

## **27. Superannuation**

[Varied by [PR994424](#), [PR546020](#); 26 renumbered as 27 by [PR514012](#) ppc 01Jan10]

### **27.1 Superannuation legislation**

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

### **27.2 Employer contributions**

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

### **27.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 27.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 27.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 27.3(a) or (b) was made.

## 27.4 Superannuation fund

[26.4 varied by [PR994424](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 27.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Labour Union Cooperative Retirement Fund (LUCRF);
- (c) TasPlan;
- (d) Sunsuper;

[27.4(e) varied by [PR546020](#) ppc 01Jan14]

- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[27.4(f) inserted by [PR546020](#) ppc 01Jan14]

- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

## 27.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
  - (ii) the employee remains employed by the employer.

## Part 5—Hours of Work and Related Matters

### 28. Ordinary hours of work

[27 renumbered as 28 by [PR514012](#) ppc 01Jan10]

**28.1** Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

### 28.2 Ordinary hours of work—day work

- (a) The ordinary hours of work are 38 per week but not exceeding 152 hours in 28 days.
- (b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.
- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 am and 6.00 pm. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.
- (d) The employer and a majority of affected employees may agree to work additional ordinary hours up to a total of 40 average hours per week Monday to Friday with one regular rostered day off in each four week cycle.
- (e) Any work performed outside the agreed spread of hours must be paid for at overtime rates.
- (f) Notwithstanding the terms of clause 28.2(b) above, the days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- (g) Where ordinary hours are worked on Saturdays and Sundays in accordance with clause 28.2(f) above, employees will receive the following loadings for all ordinary hours worked:

Shift type	Penalty rate
Saturday	Time and a half
Sunday	Double time

### 28.3 Ordinary hours of work—shiftwork

- (a) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (b) Subject to clause 28.3(c) the ordinary hours of shiftworkers are an average of 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.

- (c) By agreement between the employer and the majority of the employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (d) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.
- (e) The employer and a majority of affected employees may agree to arrange shifts which require up to an average of 40 hours per week with one regular rostered day off in each four week cycle.

#### **28.4 Method of arranging ordinary hours**

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 28.2(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) The matters on which agreement may be reached include:
  - (i) how the hours are to be averaged within a work cycle established in accordance with clauses 28.2 and 28.3;
  - (ii) the duration of the work cycle for day workers provided that such duration does not exceed three months;
  - (iii) rosters which specify the starting and finishing times of working hours;
  - (iv) a period of notice of a rostered day off which is less than four weeks;
  - (v) substitution of rostered days off;
  - (vi) accumulation of rostered days off; and
  - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off.
- (c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
  - (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;
  - (iii) proper supervision being provided;
  - (iv) adequate breaks being provided; and
  - (v) a trial or review process being jointly implemented by the employer and the employees or their representatives.

## **28.5 Make-up time**

- (a) An employee may elect, with the consent of the employer, 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 their employer, 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.

## **29. Breaks**

[Varied by [PR998174](#), [PR509201](#); 28 renumbered as 29 by [PR514012](#) ppc 01Jan10; varied by [PR523031](#), [PR536834](#), [PR551757](#), [PR566858](#), [PR579553](#)]

### **29.1 Meal break—day work**

- (a) Employees on day work must receive an unpaid meal break of between 30 minutes and one hour.
- (b) An employee must not be required to work for more than five hours (or, by agreement, six hours) without a meal break. If a meal break is not so allowed, all time worked after the commencement time of the regular meal break until the meal break is allowed must be paid for at overtime rates. An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.

### **29.2 Meal break—shiftwork**

- (a) Continuous shiftworkers must be allowed a meal break of at least 20 minutes per shift to be counted as time worked.
- (b) Non-continuous shiftworkers must be allowed an unpaid meal break of between 30 minutes and one hour.
- (c) The meal break must be allowed no later than five hours (or, by agreement, six hours) after commencing an ordinary shift. If a meal break is not so allowed, all time worked after the commencement time of the regular meal break until the meal break is allowed must be paid for at overtime rates. An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.

### **29.3 Crib breaks**

A continuous shiftworker must be given a rest break of not more than 10 minutes each shift counted as time worked. This clause does not apply to a part-time shiftworker who works less than full-time hours on a shift.

### **29.4 Meal breaks—overtime**

- (a) If an employee is required for overtime duty in excess of one hour before the normal starting time or in excess of one hour after the usual finishing time the

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employee must be given a meal break of 20 minutes paid at the appropriate overtime rate of pay

- (b) Where an employee is required to work a further four hours overtime or subsequent four-hour periods, the employee will be granted a further meal break of 30 minutes at the completion of each such four hours of overtime worked, to be paid at the appropriate overtime rate of pay.

[28.4(c) varied by [PR998174](#), [PR509201](#); 29.4(c) varied by [PR523031](#), [PR536834](#), [PR551757](#), [PR566858](#), [PR579553](#) ppc 01Jul16]

- (c) The employee must be paid a meal allowance of \$13.81 or provided with a suitable meal for each rest break to which they are entitled under clauses 29.4(a) and (b).

- (d) These meal breaks must not to be used in the calculation of overtime hours.

[28.4(e) varied by [PR998174](#), [PR509201](#); 29.4(e) varied by [PR523031](#), [PR536834](#), [PR551757](#), [PR566858](#), [PR579553](#) ppc 01Jul16]

- (e) If an employee who is working on a recall or on a rostered day off performs four or more hours of actual work, the employee must be provided with a suitable meal by the employer or paid a meal allowance of \$13.81 and granted a meal break of 20 minutes paid at the appropriate overtime rate of pay. This applies for each four hour period worked.

### 30. Special provisions for shiftworkers

[Varied by [PR514012](#); 29 renumbered as 30 by [PR514012](#) ppc 01Jan10]

#### 30.1 For the purposes of this award:

- (a) **rostered shift** means any shift of which the employee concerned has had at least 48 hours' notice;
- (b) **change of roster** means a change from one roster pattern which prescribes the total number of shifts worked over the complete cycle of the roster to another roster pattern; and
- (c) **change of shift** means the transfer of an employee from a shift in the roster pattern to another shift in the same roster pattern.

#### 30.2 Shiftwork rosters

- (a) Shiftwork rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (b) Employees must be given at least seven days' notice of any change to their shiftwork rosters unless the roster is varied by agreement between the employer and the majority of employees in the area concerned or between an employer and an individual employee concerned.
- (c) Where an employee is required to change their shift, the employee must be given at least two days' notice of the change. If this notice is not given, the shiftworker must be paid for the shifts worked during the two day period at the rate of double time.

### **30.3 Shift loadings**

For all shifts worked between midnight Sunday to midnight Friday the following loadings must be paid in addition to ordinary rates:

<b>Shift type</b>		<b>Loading</b>
Early morning shift	Commencing no earlier than 4.00 am but prior to 7.00 am	15%
Afternoon shift	Finishing after 6.00 pm and at or before midnight	15%
Night shift	Finishing after midnight and at or before 8.00 am	22.5%
Night shift	Commencing after midnight and before 4.00 am	22.5%

### **30.4 Night shifts**

If, during a period of engagement, a shiftworker:

- (a) works night shift only; or
- (b) remains on night shift for more than four consecutive weeks; or
- (c) works on a night shift which does not rotate with another shift or with day work so that the shiftworker does not have at least one third of their working time off night shift in each roster cycle,

the shiftworker must be paid at the rate of single time plus 30% for all time worked during ordinary working hours on night shifts worked Monday to Friday.

### **30.5 Continuous afternoon and night shifts**

Shiftworkers who work on any afternoon shift or night shift which does not continue for at least five consecutive afternoons or nights (including Saturdays and Sundays), must be paid at the rate of time and a half for all such shifts worked.

### **30.6 Multiple shift allowance**

- (a) If a shiftworker in any roster week is required to work three shifts that commence at times that are greater than 30 minutes apart they must be paid an allowance of 0.52% of the [standard rate](#).

[30.6(b) varied by [PR514012](#) ppc 01Jan10]

- (b) If a shiftworker in any rostered week is required to work three or more shifts, and there are greater than three rostered starting times with a difference in excess of 30 minutes, they must be paid a further allowance of 0.55% of the [standard rate](#) for each such starting time in excess of three.

[30.6(c) inserted by [PR514012](#) ppc 01Jan10 (see exemption in [PR514012](#))]

- (c) Whereas clause 30.6(b) was varied on 15 July 2011 but with effect from 1 January 2010, clause 30.6(b) does not take effect so as to require any employee who was paid a multiple shift allowance of more than 0.55% of the [standard rate](#) to repay any multiple shift allowance paid in respect of the period

1 January 2010 to 15 July 2011 because the amount of the employee's legal entitlement to the allowance in that period was greater than the employee's entitlement to an allowance of 0.55% of the [standard rate](#).

### 30.7 Shift penalty rates—weekends and public holidays

- (a) Shiftworkers must be paid the following penalty rates for work on weekends and public holidays:

Shift type	Penalty rate
Saturday	Time and a half
Sunday	Double time
Public holidays (except Christmas Day and Good Friday)	Double time
Christmas Day and Good Friday	Double time and a half

- (b) The rates in this clause are in substitution for and not cumulative upon the shift premiums prescribed in clauses 30.3, 30.4, 30.5 and 30.6.

## 31. Daylight saving

[30 renumbered as 31 by [PR514012](#) ppc 01Jan10]

Where by reason of State or Territory legislation there is a movement in time for reason of daylight saving having commenced, or concluded, an employee is to be paid for the number of hours that they have actually worked, by reference to the ordinary measurement of hours and minutes and not by reference to any clock that has changed during the duration of the employee's shift by reason of State or Territory legislation.

## 32. Overtime

[Varied by [PR994424](#); 31 renumbered as 32 by [PR514012](#) ppc 01Jan10]

### 32.1 Payment for working overtime

- (a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.
- (b) For the purposes of this clause, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clause 28.2(c).
- (c) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- (d) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer, provided that:



- (i) overtime taken as time off during ordinary hours must be taken at the ordinary time rate, that is an hour for each hour worked; and
  - (ii) an employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this award, for any overtime worked which has not been taken as time off instead of payment for overtime within four weeks of accrual.
- (e) In computing overtime each day's work stands alone.

### **32.2 Rest period after overtime**

- (a) An employee who has worked overtime must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences ordinary work. An employer and an individual employee may agree to reduce this break to eight hours. An employee must not lose ordinary pay for any time lost by reason of this break.
- (b) If an employee is required by the employer to resume or continue work without having a break of 10 consecutive hours, the employee must be paid at double time until the employee is released from duty. The employee is then entitled to a break of 10 consecutive hours and must not lose pay for ordinary working time occurring during such absence.
- (c) For the purposes of this clause, overtime does not include overtime worked when an employee is recalled to work in accordance with clause 32.3 and the actual time worked on the recall is less than three hours.

### **32.3 Recall**

- (a) If an employee is recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) the employee must be paid for a minimum of four hours. This subclause does not apply if:
  - (i) it is customary for employees to return to their employer's premises to perform a specific job outside their ordinary hours; or
  - (ii) the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary time.
- (b) In the event of cancellation or postponement of such recall when employees report to their place of duty they will be paid for four hours for each such time they are recalled even if they are not required to work.

### **32.4 Standing by**

[31.4(a) varied by [PR994424](#) from 01Jan10]

- (a) Clause 32.4 applies only to employees in one of the classifications in clause 15.3—Maintenance and engineering stream.
- (b) Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must be paid standing by time at the employee's ordinary time rate for the time they are standing by.

### 32.5 Transport of employees after overtime

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.

## 33. Sunday work

[32 renumbered as 33 by [PR514012](#) ppc 01Jan10]

**33.1** An employee who is required to work on a Sunday must be paid for a minimum of four hours.

**33.2** For day workers, all time worked on a Sunday will be paid at double time.

## Part 6—Leave and Public Holidays

### 34. Annual leave

[33 renumbered as 34 by [PR514012](#) ppc 01Jan10; varied by [PR568679](#)]

**34.1** Annual leave is provided for in the NES.

[34.2 substituted by [PR568679](#) ppc 16Oct15]

**34.2** The employer may allow annual leave to an employee before the right thereto has fully accrued.

[34.3 substituted by [PR568679](#) ppc 16Oct15]

**34.3** Where annual leave has been granted to an employee pursuant to clause 34.2 before the right thereto has accrued, and the employee subsequently leaves or is discharged from the service of the employer before completing the service in respect of which leave was granted, the employer may deduct the cash equivalent of the unearned leave which amount will not include any sums paid for any of the holidays prescribed by clause 37—Public holidays.

### 34.4 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

### 34.5 Annual leave loading

(a) Each employee before going on leave must be paid:

(i) in the case of day workers, the employee's ordinary rate of pay for the period of annual leave plus a holiday loading of 17.5%.

(ii) in the case of shiftworkers:

- the amount which the employee would have received had the employee worked their actual roster during the period of leave, excluding overtime and public holiday penalty payments; or
- the employee's ordinary time rate of pay for the ordinary hours the employee would have worked on the roster plus a loading of 17.5%, whichever is the greater.

(b) Annual leave loading will not be paid on termination.

**34.6 Requirement to take leave notwithstanding terms of the NES**

An employer may require an employee to take annual leave by giving at least four weeks notice where more than eight weeks leave is accrued.

**34.7** An employer may apply a system of annual close-down with respect to all or the bulk of employees in a plant or section thereof in which case at least three months' notice will be given.

**35. Personal/carer's leave and compassionate leave**

[34 renumbered as 35 by [PR514012](#) ppc 01Jan10]

**35.1** Personal/carer's leave and compassionate leave are provided for in the NES.

**35.2 Evidence supporting claim**

- (a) When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

**36. Community service leave**

[35 renumbered as 36 by [PR514012](#) ppc 01Jan10]

Community service leave is provided for in the NES.

**37. Public holidays**

[36 renumbered as 37 by [PR514012](#) ppc 01Jan10]

**37.1** Public holidays are provided for in the NES.

**37.2 Payment for working on a public holiday**

- (a) Day workers working on a public holiday or a substituted day must be paid at the rate of:

- (i) double time except Christmas Day and Good Friday; or
  - (ii) double time and a half on Christmas Day and Good Friday.
- (b) An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.
- (c) A shiftworker who works on a public holiday is entitled to penalty rates in accordance with clause 30.7.

**37.3 Public holidays which fall on a weekend**

- (a) Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.
- (b) Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.
- (c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.

**37.4 Substitution of certain public holidays by agreement at the enterprise**

- (a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.
- (c) Where both a public holiday and substitute day are worked, public holiday penalties are payable on one of those days at the election of the employee.

**37.5 Rostered day off falling on public holiday**

- (a) Except as provided for in clauses 37.5(b) and (c), and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
  - (i) 7.6 hours of pay at the ordinary time rate; or
  - (ii) 7.6 hours of extra annual leave; or
  - (iii) a substitute day off on an alternative week day.
- (b) Where an employee has credited time accumulated pursuant to clauses 28.2(d) and 28.3(e), then such credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time accumulated pursuant to clauses 28.2(d) and 28.3(e), as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day

off, then the employer must allow the employee to take the time off on an alternative week day.

- (d) Clauses 37.5(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 37.5(a) applies to such days off.

**37.6 Rest period after work on a public holiday**

An employee, other than a casual employee, who works on a public holiday must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences work. An employee must not lose pay for any ordinary time lost by reason of this break.

## **Schedule A—Transitional Provisions**

[Varied by [PR991555](#), [PR503666](#)]

### **A.1 General**

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

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

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### **A.2 Minimum wages – existing minimum wage lower**

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

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

**First full pay period on or after**

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

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

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

**A.3 Minimum wages – existing minimum wage higher**

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

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

**First full pay period on or after**

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

- A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.
- A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

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

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

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

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

- A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.
- A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.



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

**First full pay period on or after**

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

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

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

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

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

- A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

- A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

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

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

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

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

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

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

**First full pay period on or after**

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

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

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503666](#) ppc 01Jan11]

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

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

**A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

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

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

## **Schedule B—Classification Definitions**

[Varied by [PR991555](#), [PR533545](#)]

### **B.1 Aviation transport workers stream**

#### **B.1.1 Level 1—Trainee Airlines Services Operator**

- Entrance level for all new employees.
- Six months on-the-job training and induction.
- Work in all areas up to and including Level 2 and 3 duties.
- Employees are required to hold a current State driver's licence, and where required, DLI licence.

Minimum standards include:

- company induction
- attendance and punctuality
- defensive driving techniques
- dangerous goods awareness
- consistency and quality of work
- acceptable attitude
- work performance
- ability to work safely, adherence to safe work practices
- three letter port codes
- operation of basic communication and computer aids; and
- acceptable reading and writing skills

An employee must meet and maintain all minimum standards prior to progressing to another level.

#### **B.1.2 Level 2—Airlines Services Operator**

- All functions associated with cleaning, preparation, packaging of catering equipment, aircraft stores and amenities kits
- General cleaning duties including aircraft and cabin presentation
- Baggage and freight function (non-aircraft AAF only)
- Operation of basic communication and computer aids

**B.1.3 Level 3—Airlines Services Operator**

- Hands-on activities in all areas of work including that which is both directly and indirectly associated with aircraft handling, and/or AAF PUD drivers
- Operate equipment and vehicles including tow motors, small vans, tarmac buses, mobile steps, belts, non-tarmac fork-lift and equipment requiring similar operational skills associated with ramp, cargo, freight, catering, aircraft servicing and general transport operations
- Carry out basic serviceability and maintenance checks of vehicles and/or equipment, including refuelling of vehicles
- Operate basic communication and computer aids

**B.1.4 Level 4—Airlines Services Operator**

- Operate all inhold aircraft systems and all ground handling and commercial type airport equipment
- Ground handling equipment means all equipment associated with ramp, freight/cargo, catering, aircraft servicing and general transport operations
- Operate communication and computer aids
- Compile reports and documents
- Work without direct supervision
- Carry out basic serviceability and maintenance checks of vehicles and/or equipment, including refuelling of vehicles

**B.1.5 Level 5—Airlines Services Co-ordinator**

- Responsible for a group of staff in a work area
- Ensure that productivity and performance criteria are met in the designated area of responsibility, including completion of regular performance assessment reports
- Responsible for the control, supervision and training of designated staff
- Make recommendations on all aspects of the operation, identification of opportunities to improve performance and productivity
- Organise and co-ordinate work within their area of responsibility
- Carry out various administrative and reporting duties, including the operation of communication and computer aids
- Form part of the assessment panel for probationary employees
- Must demonstrate leadership, decision making and organisational skills necessary to efficiently meet performance requirements in a changing work environment

**B.1.6 Level 6—Senior Airlines Services Co-ordinator**

- Responsible for a number of groups of staff
- Otherwise as per Level 5

**B.1.7 Level 7—Senior Airlines Services Co-ordinator**

- Responsible for the loading and unloading of aircraft, which include:
  - securing all loaded items
  - checking all safety locks and/or other safety devices
  - locking aircraft cargo doors
- Sign appropriate documentation certifying that the aircraft has been loaded in accordance with above requirements

**B.1.8 Level 8—Senior Airlines Services Co-ordinator**

- Report to responsible manager/supervisor
- Accept significant operational responsibility and/or manpower control in excess of Level 7 employees; and/or
- Responsible for the development, implementation and co-ordination of State/Network Training Programmes

**B.2 Clerical, administrative and support stream**

The classification criteria in this schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to this award. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee operates a word processor or typewriter they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the

employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

### **B.2.1 Level 1**

#### **(a) Characteristics**

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Level 1 is not intended as the entry point for all new employees to the enterprise but is the level where new employees with no industry experience can gain competency in the basic industry skills and skills required by the employer. At this level those basic industry skills are identified under Airline Industry.

#### **(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

##### **(i) Customer service/administration**

- Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- Identifying key functions and personnel
- Providing information from own function area
- Maintaining basic records
- Filing, collating, photocopying, etc.
- Handling or distributing mail including messenger service

##### **(ii) IT Skills**

- Operating keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

**(iii) Business/financial**

- Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- Carrying out simple banking activities

**(iv) Airline Industry**

- Knowledge of company structure, products and customers
- Providing assistance after identifying passenger needs
- Maintaining security of information
- Applying lounge access policy and greeting passengers at reception
- Assisting with international arrivals and departures
- Identifying customer/passenger profiles

**B.2.2 Level 2**

**(a) Characteristics**

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

**(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

**(i) Customer service/administration**

- Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the employer's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position
- Handling enquiries, complaints and problems and following up when appropriate
- Converting telephone customer enquiries to sales for revenue by suggesting appropriate predefined alternatives to maximise selling opportunities

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- Operating computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter
- Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment

### **(ii) IT Skills**

- Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents
- Computer application involving use of a software package which may include one or more of the following functions:
  - creating new files and records
  - spreadsheet/worksheet
  - graphics
  - accounting/payroll file
  - following standard procedures and using existing models/fields of information

### **(iii) Business/financial**

- Maintenance of records and/or journals including initial processing and recording relating to the following:
  - reconciliation of accounts to balance
  - incoming/outgoing cheques
  - invoices
  - debit/credit items
  - payroll data
  - petty cash imprest system
  - letters etc.

### **(iv) Airline industry**

- Check-in (including groups)—collecting ticket coupon, tagging baggage, issuing boarding passes, checking passports and visas, accepting and weighing bags, and collecting excess baggage charges where appropriate
- Performing appropriate cargo functions including the retrieval and checking of documentation from aircraft
- Reporting and tracing lost and damaged baggage and baggage that arrives without a passenger



- Performing functions as directed at customer service desk including flow forward, standby, upgrades, and implementing delay handling procedures under direct guidance
- Providing information on itineraries, fares and fare rules
- Utilising airline ticketing system to quote, issue and re-issue tickets as appropriate

### **B.2.3 Level 3**

#### **(a) Characteristics**

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

#### **(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

##### **(i) Customer service/administration**

- Providing specialised advice and information on the employer's products and services; responding to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills
- Identifying options for resolution and acting within defined parameters
- Conducting research as directed regarding customer trends

##### **(ii) IT skills**

\* Applying one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:

- create new files and records
- maintain computer based records management systems
- identify and extract information from internal and external sources
- use of advanced word processing/keyboard functions.

\* NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

##### **(iii) Business/financial**

- Preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records;

following credit referral procedures; applying purchasing and inventory control requirements; posting journals to ledger

- Administering cash handling procedures
- Organising business itineraries/meetings and conferences
- Identifying and resolving discrepancies within operating guidelines
- Preparing and reconciling airline accounting documents including Agency Debit Memos, Agency Credit Memos and Ticketing Summary Report

**(iv) Airline industry**

- Booking and co-ordinating special cargo arrangements
- Responsible for securing the arrival, stowage and dispatch of valuable cargo
- Performing functions at customer service desk including flow forward, standby, upgrades, and implementing delay handling procedures with limited or no guidance
- Being able to construct and quote complex and/or non-automated fares and/or taxes and to issue all ticketing documentation including manual tickets as required

**B.2.4 Level 4**

**(a) Characteristics**

Employees at this level will have achieved a level of employer or industry specific knowledge sufficient for them to give advice and/or information to the employer and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a prerequisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgment at times in the performance of their duties.

They are able to train employees in Levels 1–3 by personal instruction and demonstration.

**(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

**(i) Customer service/administration**

- Implementing new/improved systems, as directed
- Maintaining professional relationships with customers
- Assisting in co-ordination of staffing resources at operational areas

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- Handling sensitive enquiries with tact and discretion
- Resolving customer complaints
- Researching and collating data from various information sources
- Recognising trends in client requirements
- Determining problems and potential problems, identifying options for resolution and taking corrective action

### **(ii) IT skills**

\* Applying one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:

- create new files and records
- maintain computer based management systems
- identify and extract information from internal and external sources
- use of advanced word processing/keyboard functions.

\* NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

### **(iii) Business/financial**

- Being able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation reconciliation of accounts to balance and appropriate internal and external follow-up where necessary
- Carrying out more complex bank reconciliation
- Follow-up on outstanding debts
- Advising on/provide information on one or more of the following:
  - employment conditions
  - workers compensation procedures and regulations
  - superannuation entitlements, procedures and regulations

### **(iv) Airline industry**

- Responsibility for weight and balance function (including production of load sheets) for single aircraft type/own airline requirements
- Initiating and organising delay handling procedures

## **B.2.5 Level 5**

### **(a) Characteristics**

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required. Such employees will typically have

worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise. A detailed understanding of work practices and procedures is required as is the application of well-developed negotiation skills.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including: scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate but are not essential.

**(b) Typical duties/skills**

Indicative typical duties and skills at this level may include:

**(i) Customer service**

- Applying knowledge of employer's objectives, performance, projected areas of growth, product trends and general industry conditions
- Identifying opportunities to generate revenue from internal/external sources
- Assisting with the development and implementation of new/improved systems
- Monitoring and reporting on third party providers
- Resolving disputes and difficult situations, when required
- Implementing company policies and procedures
- Providing recommendations on changes to current service provision and resource allocation where appropriate
- Drafting report and correspondence containing recommendations, where appropriate
- Conducting in-depth research from various sources
- Ensuring department Key Performance Indicators are met
- Co-ordinating the customer service team including co-ordinating daily staffing levels, providing feedback and input into performance planning and review

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- Assisting with the development and implementation of targeted sales and marketing activities

### **(ii) IT skills**

- Application of computer software packages within either a micro personal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents
- Maintaining security of information systems
- Evaluating computer systems and programs when required to determine future technological resource requirements
- Assisting with the development of options for future strategies

### **(iii) Business/financial**

- Providing reports for management in any or all of the following areas:
  - accounting/financial
  - staffing
  - legislative requirements
  - other company activities
- Undertaking and documenting costing procedures
- Control of tax matters
- Pursuing debt collection in accordance with credit policy

## **B.2.6 Level 6**

- (a) Knowledge—Complete knowledge of area of specialisation as well as general knowledge of other areas of the stream. Ability to apply knowledge to assist in developing policy, new products and future trends.
- (b) Mental—Exercise judgment, reasoning, initiative and discretion.
- (c) Social—Liaise with staff/customers and other airline personnel.
- (d) Physical—Keyboard skills including knowledge of appropriate software and office machines.
- (e) Responsibility—Required to demonstrate responsibility and accountability for own work.
- (f) Supervision—Generally unsupervised or requiring only minimal or passive supervision. Responsible and accountable for own work. Able to co-ordinate workflow within section and maintain work quality as part of a team.

### **B.2.7 Level 7**

- (a) Knowledge—Full knowledge of policy and procedures relating to work area. Operational knowledge as well as knowledge of relevant computer software.
- (b) Mental—Judgment and reasoning, initiative and discretion.
- (c) Social—Able to liaise with and consult other section of the organisation and/or external organisations to resolve a problem. Base level counselling. Interaction with customers.
- (d) Physical—Keyboard and computer skills with use of computer software. Use of office machines.
- (e) Responsibility—Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest improvements in the area of work. Responsible for the assignment of work and first level discipline. Responsible to ensure customer service standards, operational and cost efficiency in area of control.
- (f) Supervision—First level supervisors.

### **B.2.8 Level 8**

- (a) Knowledge—Broad knowledge of systems, procedures and policy. Advanced supervisory skills.
- (b) Mental—Exercising of reasoning and judgment/initiative and discretion and able to problem solve.
- (c) Social—Interaction with staff/customers/external departments. Disciplining and counselling as required.
- (d) Physical—Keyboard and computer skills including use of relevant software. Use of office machines.
- (e) Responsibility—Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest improvements in the area of work. Responsible for the assignment of work and discipline as required. Assume responsibility for several groups and ensure customer service standards, operational and cost efficiency in areas of control.
- (f) Supervisory—Supervisor

## **B.3 Maintenance and engineering stream**

[B.3 substituted by [PR533545](#) ppc 29Jan13]

Where it appears in these definitions the term “or equivalent” means any training which a registered training provider (e.g. University, TAFE, a CASR 147 CASA recognised Maintenance Training Organisation ) or State recognition Authority recognises as equivalent to a qualification which Manufacturing Skills Australia recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications; or where competencies meet the requirements relevant to the qualification established by Manufacturing Skills Australia.

**B.3.1 Aircraft Worker 1** is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, enterprise layout, work and documentary procedures, occupational health and safety, equal employment opportunity, and quality control/assurance procedures.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- performs general labouring and cleaning duties;
- exercises minimal judgement;
- works under direct supervision; and
- is undertaking structured training so as to enable them to work at the Aircraft Worker 2 level.

**B.3.2 Aircraft Worker 2** is an employee who has completed up to three months structured training so as to enable the employee to perform within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 1 level and to the level of their skills, competence and training:

- works in accordance with standard operating procedures and established criteria;
- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- assists an employee employed in the classifications listed in 15.3 (other than an Aircraft Worker or a Tradesperson) by dismantling and/or cleaning of components and/or oiling/greasing and/or paint stripping;
- understands and utilises basic statistical process control procedures; and
- follows safe work practices and can report workplace hazards.

**B.3.3 Aircraft Worker 3** is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 2 level and to the level of their skills, competence and training. An employee at this level:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team environment;
- exercises discretion within their level of skills and training; and
- assists in the provision of on-the-job training.

**B.3.4 Aircraft Worker 4** is an employee who has completed a Certificate II Engineering Production or Certificate II in Engineering Production Technology or equivalent so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 3 level and to the level of their skills, competence and training:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- co-ordinates work in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of their own work.

**B.3.5 Tradesperson** means an employee who holds a Trade Certificate III in Engineering or equivalent and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.

**B.3.6 Aircraft Maintenance Engineer (AME)** means any tradesperson who holds a Certificate IV or equivalent in the Aeroskills Training Package MEA 11 or its successor and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.

**B.3.7 Full Category B1 Licence Holders**

(a) **Full Category B1 Licence Holder** means an individual who:

- (i) holds a Full Category B1 Licence issued by CASA under Part 66 of the CASRs that is in force; and
- (ii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.

(b) **Full Category B1.1 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory aeroplanes turbine.

(c) **Full Category B1.2 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory aeroplanes piston.

(d) **Full Category B1.3 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory helicopters turbine.

(e) **Full Category B1.4 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory helicopters piston.

**Note:** Full Category B1 Licence is defined in clause 3—Definitions and interpretation.

**B.3.8 Full Category B2 Licence Holder**

(a) **Full Category B2 Licence Holder** means an individual who:



- (i) holds a Full Category B2 Licence issued by CASA under Part 66 of the CASRs that is in force; and
- (ii) is required by his or her employer to exercise the privileges and authorities of his or her category B2 licence.

**Note:** Full Category B2 Licence is defined in clause 3—Definitions and interpretation.

### **B.3.9 Full Category B1/B2 Licence Holder**

(a) **Full Category B1/B2 Holder** means an individual who:

- (i) holds a Full Category B1 Licence issued by CASA under Part 66 of the CASRs that is in force;
- (ii) holds a Full Category B2 Licence issued by CASA under Part 66 of the CASRs that is in force; and
- (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence and category B2 licence.

**Note:** Full Category B1 Licence and Full Category B2 Licence are defined in clause 3—Definitions and interpretation.

### **B.3.10 Transitional Category B1 Licence Holders**

(a) **Transitional Category B1.1 Licence Holder** means an individual who:

- (i) holds a category B1 licence endorsed with the subcategory aeroplanes turbine issued by CASA under Part 66 of the CASRs that is in force;
- (ii) has the following Exclusions applying to the category B1 licence:
  - the Standard B1 Exclusions; and
  - one or more other Exclusions.
- (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.

(b) **Transitional Category B1.2 Licence Holder** means an individual who:

- (i) holds a category B1 licence endorsed with the subcategory aeroplanes piston issued by CASA under Part 66 of the CASRs that is in force;
- (ii) has the following Exclusions applying to the category B1 licence:
  - the Standard B1 Exclusions; and
  - one or more other Exclusions.
- (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.

(c) **Transitional Category B1.3 Licence Holder** means an individual who:

- (i) holds a category B1 Licence endorsed with the subcategory helicopters turbine issued by CASA under Part 66 of the CASRs that is in force;
  - (ii) has the following Exclusions applying to the category B1 licence:
    - the Standard B1 Exclusions; and
    - one or more other Exclusions.
  - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 Licence.
- (d) **Transitional Category B1.4 Licence Holder** means an individual who:
- (i) holds a category B1 Licence endorsed with the subcategory helicopters piston issued by CASA under Part 66 of the CASRs that is in force;
  - (ii) has the following Exclusions applying to the category B1 licence:
    - the Standard B1 Exclusions; and
    - one or more other Exclusions.
  - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.

#### **B.3.11 Transitional Category B2 Licence Holder**

- (a) **Transitional Category B2 Licence Holder** means an individual who:
- (i) holds a category B2 Licence issued by CASA under Part 66 of the CASRs that is in force;
  - (ii) has the following Exclusion applying to the category B2 licence:
    - the Standard B2 Exclusion; and
    - one or more other Exclusions.
  - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B2 licence.

### **B.4 Storepersons and logistics**

#### **B.4.1 Storeperson Level 1**

Is an employee working under direct supervision with less than six months experience in the airline industry undergoing training in all supply and associated functions.

#### **B.4.2 Storeperson Level 2**

Is an employee working under limited supervision with Level 1 experience who may be required to perform any or all of the core functions. A Level 2 employee will continue training in core functions and at least three specialist functions.

**B.4.3 Storeperson Level 3**

Is an employee who possesses all Level 2 qualifications and is competent in at least three specialist areas.

**B.4.4 Storeperson Level 4**

Is an employee who possesses all Level 3 qualifications and is responsible for the efficient operation of a shift or section with significant responsibility for administration and/or supervision of staff.

Employees seeking promotion to this level must possess and retain possession of a Hazardous Goods Certificate as a compulsory specialised function. Employees will be required to train lower graded employees, including new employees during their probationary period, and monitor and modify techniques, effectiveness and efficiency and ensure compliance to Divisional/ Company policy. Employees will be responsible for the allocation of manpower to achieve optimum customer service and assist in the development and implementation or work simplification systems.

**B.4.5 Storeperson Level 5**

Is an employee who possesses all Level 4 qualifications and is responsible for a group (two or more sections).

Employees are required to plan, direct and monitor the work and work standards of all staff within the group. Employee is responsible for staff development and on-the-job training, and must ensure compliance with Supply division policy and Company Maintenance Manuals.

## Schedule C—Supported Wage System

[Varied by [PR991555](#), [PR994424](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR533545](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#)]

- C.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.

[C.2 varied by [PR568050](#) ppc 01Jul15]

- C.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](http://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

### **C.3 Eligibility criteria**

- C.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.

- C.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.

## **C.4 Supported wage rates**

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

<b>Assessed capacity (clause C.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR994424](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#) ppc 01Jul16]

**C.4.2** Provided that the minimum amount payable must be not less than \$82 per week.

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

## **C.5 Assessment of capacity**

**C.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.

**C.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.

## **C.6 Lodgement of SWS wage assessment agreement**

[C.6 varied by [PR533545](#) ppc 29Jan13]

**C.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 the Fair Work Commission.

**C.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 the Fair

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

## **C.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.

## **C.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.

## **C.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.

## **C.10 Trial period**

**C.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.

**C.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.

[C.10.3 varied by [PR994424](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#) ppc 01Jul16]

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

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

**C.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 C.5.

## Schedule D—School-based Apprentices

[Varied by [PR991555](#), [PR544771](#)]

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

[D.2 varied by [PR544771](#) ppc 01Jan14]

- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training contract for an apprentice declared or recognised by the relevant State or Territory authority.

- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

[D.7 varied by [PR544771](#) ppc 01Jan14]

- D.7** The duration of the apprenticeship must be as specified in the training contract for each apprentice but must not exceed six years.

[D.8 substituted by [PR544771](#) ppc 01Jan14]

- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

[D.9 substituted by [PR544771](#) ppc 01Jan14]

- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

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[D.10 substituted by [PR544771](#) ppc 01Jan14]

- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.



## Schedule E—National Training Wage

[Schedule E inserted by [PR514012](#) ppc 01Jan10; varied by [PR522910](#), [PR536713](#), [PR545787](#), [PR551636](#), [PR566721](#), [PR579818](#)]

### E.1 Title

This is the *National Training Wage Schedule*.

### E.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, excluding those from Manufacturing Skills Australia's Metal and Engineering Training Package (MEM05) and Aeroskills Training Package (MEA07), 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

### **E.3 Coverage**

- E.3.1** Subject to clauses E.3.2 to E.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 (excluding those from Manufacturing Skills Australia's Metal and Engineering Training Package (MEM05) and Aeroskills Training Package (MEA07)), and AQF certificate level is allocated to a wage level by Appendix E1 to this schedule or by clause E.5.4 of this schedule.
- E.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 E1 to this schedule.
- E.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.
- E.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.
- E.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.
- E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **E.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

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

- E.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.

## **E.5 Minimum Wages**

[Varied by [PR522910](#), [PR536713](#), [PR551636](#), [PR566721](#), [PR579818](#) ppc 01Jul16]

### **E.5.1 Minimum wages for full-time traineeships**

#### **(a) Wage Level A**

Subject to clause E.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 E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

#### **(b) Wage Level B**

Subject to clause E.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 E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

Subject to clause E.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 E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

**(d) AQF Certificate Level IV traineeships**

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

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

**E.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses E.5.2(f) and E.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 E1 are:

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses E.5.2(f) and E.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 E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses E.5.1(a) and E.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 E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses E.5.2(f) and E.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 E1 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

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

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

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

### **E.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.

### **E.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 E1 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.

## **E.6 Employment conditions**

- E.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.
- E.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.
- E.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.

[Note inserted by [PR545787](#) ppc 01Jan14]

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 E.5.2(f)(ii) and not by this clause.

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



## Appendix E1: Allocation of Traineeships to Wage Levels

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

### E1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I
	II
	III
Beauty	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Refining	I
	II
	III
Civil Construction	III
Coal Training Package	II
	III
Community Services	II
	III
Construction, Plumbing and Services Integrated Framework	I
	II
	III
Correctional Services	II
	III
Drilling	II
	III
Electricity Supply Industry—Generation Sector	II
	III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I
	II
	III (in Western Australia only)
Financial Services	I
	II
	III
Floristry	III
Food Processing Industry	III
Gas Industry	III

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<b>Training package</b>	<b>AQF certificate level</b>
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

## **E1.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II

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<b>Training package</b>	<b>AQF certificate level</b>
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

**E1.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I
	II
	III
Conservation and Land Management	I
	II
	III
Funeral Services	I
	II
	III
Music	I
	II
	III
Racing Industry	I
	II
	III
Rural Production	I
	II
	III
Seafood Industry	I
	II
	III

## Schedule F—2016 Part-day Public Holidays

[Sched F inserted by [PR532628](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#) ppc 31May16]

This schedule operates in conjunction with award provisions dealing with public holidays.

**F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the NES.

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

## **Schedule G—Transitional Provisions for Maintenance and Engineering Stream**

[Sched G inserted by [PR533545](#) ppc 29Jan13; corrected by [PR533735](#) ppc 29Jan13]

### **G.1 General**

**G.1.1** The provisions of this schedule apply as follows:

- (a) Clauses G.2 and G.3 apply only to employers of employees in the maintenance and engineering stream who are not covered by the transitional arrangements in Schedule A;
- (b) Clauses G.1, G.4, G.5 and G.6 apply to any employers of employees in the maintenance and engineering stream.

**G.1.2** The provisions of this schedule deal with minimum obligations only.

**G.1.3** The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between:

- (a) the following provisions in this award as in force immediately prior to 29 January 2013:
  - (i) 15.3—Maintenance and engineering stream; and
  - (ii) clause 21.21—licensed aircraft engineers – licence payments; and
- (b) one of the following provisions in this award:
  - (i) 15.3—Maintenance and engineering stream;
  - (ii) clause 21.21—Full category Aircraft Type Rating Endorsement payments; and
  - (iii) clause 21.22—Transitional category Aircraft Type Rating Endorsement payments.

### **G.2 Minimum wages – existing minimum wage lower**

[G.2.1 corrected by [PR533735](#) ppc 29Jan13]

**G.2.1** The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

- (a) was obliged, or
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, to pay a minimum wage lower than that in this award for any employee classified in accordance with 15.3—Maintenance and engineering stream.

**G.2.2** Prior to the first full pay period on or after 1 January 2013 the employer must pay no less than the minimum wage in this award as in force immediately prior to 29 January 2013 for the classification concerned.

**G.2.3** The difference between the minimum wage for the classification in this award and the minimum wage in clause G.2.2 is referred to as the transitional amount.

**G.2.4** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

1 January 2013	80%
1 July 2013	50%
1 January 2014	20%

**G.2.5** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**G.2.6** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**G.3 Minimum wages – existing minimum wage higher**

**G.3.1** The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

- (a) was obliged, or
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, to pay a minimum wage higher than that in this award for any employee classified in accordance with 15.3—Maintenance and engineering streamPrior to the first full pay period on or after 1 January 2013 the employer must pay no less than the minimum wage in this award as in force immediately prior to 29 January 2013 for the classification concerned.

**G.3.2** The difference between the minimum wage for the classification in this award and the minimum wage in clause G.2.2 is referred to as the transitional amount.

**G.3.3** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 January 2013	80%
1 July 2013	50%
1 January 2014	20%

**G.3.4** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**G.3.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**G.4 Allowance**

**G.4.1** For the purposes of this schedule, allowances means:



- (a) Prior to 29 January 2013, the allowances payable to employees in accordance with clause 21.21—licensed aircraft engineers – licence payments as in force prior to 29 January 2013; and
- (b) After 29 January 2013, the following allowances payable to employees classified in accordance with 15.3—Maintenance and engineering stream:
  - (i) clause 21.21—Full category Aircraft Type Rating Endorsement payments; and
  - (ii) clause 21.22—Transitional category Aircraft Type Rating Endorsement payments.

## **G.5 Allowances – existing allowances lower**

**G.5.1** The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

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

to pay a particular allowance at a lower rate or amount than an equivalent or comparable allowance in this award.

**G.5.2** Prior to the first full pay period on or after 1 January 2013 the employer must pay no less than the allowance in this award as in force immediately prior to 29 January 2013 for the classification concerned.

**G.5.3** The difference between the allowance in this award and the rate in clause G.5.2 is referred to as the transitional percentage.

**G.5.4** From the following dates the employer must pay no less than the allowance in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 January 2013	80%
1 July 2013	50%
1 January 2014	20%

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

## **G.6 Allowances – existing allowances higher**

**G.6.1** The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

- (a) was obliged, or
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged,
- (c) to pay a particular allowance at a higher rate or amount than an equivalent or comparable allowance in this award.

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**G.6.2** Prior to the first full pay period on or after 1 January 2013 the employer must pay no less than the allowance in this award as in force immediately prior to 29 January 2013 for the classification concerned.

**G.6.3** The difference between the allowance in this award and the rate in clause G.5.2 is referred to as the transitional percentage.

**G.6.4** From the following dates the employer must pay no less than the allowance in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 January 2013	80%
1 July 2013	50%
1 January 2014	20%

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