

**From:** HOUCAR, Basel  
**Sent:** Tuesday, 19 July 2016 11:22 AM  
**To:** [Address removed]  
**Cc:** [Addresses removed]  
**Subject:** RE: AM2016/12 - s.157 - FWC may vary etc. modern awards if necessary to achieve modern awards objective [SEC=UNCLASSIFIED]

Dear Ms Tait,

The Full Bench is in the final stages of approving the Proposed Award in the above mentioned matter.

Upon review, the Fair Work Commission (**Commission**) considered the decision issued by the Expert Panel in the Annual Wage Review 2015–16 on 31 May 2016 [[2016 FWCFB 3500](#)], the Commission proposes to adjust the wages and allowances in the Proposed Award.

Please see **attached**:

1. Proposed Award (including changes);
2. Tables clarifying the changes made to the Proposed Award; and
3. Memo to Commissioner Johns regarding the changes – the parties must consider the “questions” posed the memo, and provide comments by 4:00 pm Friday, 22 July 2016.

Any party wishing to object to the proposed changes, must inform these chambers and provide reasons for their objection by **4:00 pm Friday, 22 July 2016.**

Kind regards,

**BASEL HOUCAR**  
Associate to Commissioner Johns

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FairWork  
Commission

## Memo

To: Commissioner Johns

Date: 13 July 2016

From: Award Modernisation

Email: amod@fwc.gov.au

Phone No:

Subject: *Australian Government Industry Award 2016 – draft award*

The draft *Australian Government Industry Award 2016* (the Award) has been reviewed. This memo outlines changes which have been made to the award and questions for the Full Bench and/or the parties to consider.

### Changes

The below changes have been made to the award for consistency and clarity. Changes to formatting, numbering and correcting cross-references have not been included in the table.

Furthermore, where ambiguous phrases like 'this term' have been used specific clauses have been inserted. These changes are consistent with plain language principles, which aim to make awards easier to understand and use. For example, see clause 7.1, 'This term applies' has been amended to 'Clause 7 applies'. Or see K.3 – 'The following allowance' amended to read 'The allowances in K.3'.

Clause	Change	Reason
2.1, 17.2, 18.2(a), 19.9, E.2.1, H.4.1, O.11.2, O.11.6, O.12.1(a), O.12.4, O.12.7, P.4.1	References to "shift worker" has been changed to one word "shiftworker"	The award used 'shift worker' and 'shiftworker' interchangeably. The change to 'shiftworker' as one word was made for consistency with other modern industry/occupation awards and in accordance with the Commission's preferred <a href="#">Spelling</a> .
2.1	Insert underlined text:  <b>time off in lieu</b> means time off in lieu of the applicable overtime payment. Time off in lieu will be calculated at the appropriate overtime rate, for example <u>where the applicable overtime rate on Sunday is double time</u> , and employee who works four hours on a Sunday will be entitled to eight hours' time off in lieu.	To make the example easier to understand and apply.
6.3	Facilitative provisions added to the table: <ul style="list-style-type: none"><li>• K.5.1(a): Ordinary hours of work—day worker—local variation— Public Affairs Officers, Administrative Officers, and Professional/Executive Officers</li></ul>	To complete table

	<ul style="list-style-type: none"> <li>• O.9: Accrued days off —SBS</li> <li>• O.12.5: Average shift penalties — SBS</li> </ul>	
I.6.2	<i>Navigation Act 1912</i> updated to current act <i>Navigation Act 2012</i>	Updated to reflect current legislation.
M.3	Delete the text struck out:  Any provisions of the <del>industry</del> award specific to casual employees do not apply to Electorate Officers.	Unclear what 'industry award' referred to. Assumed given the structure of the award, it referred to this award. If so, 'industry' is unnecessary and could create confusion.
M.9	As clause M.3 above, industry deleted.  Any provisions of the <del>industry</del> award specific to shiftworkers do not apply to Electorate Officers.	
New O.12.9	Clause O.14.4-5 – Public holidays for Journalists and Broadcasters, was inserted within O.14 Ceremonial leave. Shifted to new O.12.9 beneath 'O.12.8 Public holiday penalty payments'.	Appears to be a more logical structure for the clause.

## Questions

The following questions could be asked to parties to clarify the intention of clauses:

A. Clause 7.8 states:

If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 7.1(a) and clauses 7.3 and 7.4 are taken not to apply.

The reference to 'agreement' appears to mean award, and has been changed in the award.

B. Clause 13.1(b) states:

(b) The allowance will be equivalent to the amount stated in Schedule 1 to the *Income Tax Assessment Regulations 1997* as varied from time to time.

There is no Schedule 1 to the *Income Tax Assessment Regulations 1997* (Cth). There are schedules 1A, 1AA, and 1B. None of these schedules appear to relate to vehicle allowances.

The calculation of cents per kilometres is outlined in *Income Tax Assessment Act 1997*, which clause 28.25(4) provides that the Commissioner of Taxation has power to update the rates per kilometre. These rates are published on the ATO website.

(Note: *Tax and Superannuation Laws Amendment (2015 Measures No.5) Act 2015*, replaced the multiple "cents per kilometre" rates based on car engine size with a single rate. The current rate is 66 cents per kilometre).

It may be easier for employers and employees if the rate is expressly included in the award as for most other modern awards (see for example, [clause 19.4](#) of the *Clerks—Private Sector Award 2010*)

- C. Clause 13.5—First Aid allowance states a number of St John Ambulance courses or an equivalent qualification. The qualification St John Ambulance Australia ‘Advance First Aid’ Certificate no longer appears to exist. Has this course been replaced with another equivalent course which the award could refer to? Is there a better way to represent these courses than by name (such as RTO reference?), given they are subject to change?
- D. For clause 19.4 regarding time off in lieu of overtime, would it be helpful to refer people to the definition of time off in lieu in clause 2.1 (this would provide the example, that when overtime rates are double time on Sunday, four hours of work is to be taken as 8 hours time off in lieu)?

An employer and employee may agree to substitute payment for overtime with the equivalent amount of time off in lieu **as defined in clause 2.1**. Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within four weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.

**E. Allowances indexed against the applicable consumer price index**

There are numerous allowances in the award which are indexed against the consumer price index. The groups the allowances are index against have been reviewed against other modern awards for consistency. The table below sets out recommendations to amend the CPI groups currently named in the award to another CPI group (provided in the ‘proposed CPI group’ column).

Clause	Allowance	Current CPI group	Proposed CPI group
F.12.1 H.11.2 L.15.2(b) N.10.2	Part day travelling allowance	All groups	Domestic holiday travel and accommodation subgroup
L.15.2(b)	Education Assistance Tuition	Education sub group	Education group
L.15.2(b)	Education Assistance Board and Lodging	All groups	Education group
L.15.2(b)	Spectacle allowance	Therapeutic goods sub group	<i>One of the following</i> Therapeutic appliances and equipment; or, Clothing and Footwear group
O.19.2	Clothing allowance	Clothing sub-group	Clothing and Footwear group
O.19.2	Clothing allowance – appears regularly, presents on television or conducts live interviews	Clothing sub-group	Clothing and Footwear group
O.19.2	Pet Kennelling and transporting	Transportation sub-group	Transport group

- F. **Rental subsidies** clause L.5.10 – should an ‘and’ or an ‘or’ be inserted between the following lists?
- (b) To be eligible for a rental subsidy an employee who has Transfer dependants must:
- (i) own or be purchasing a home at their Home location; **and/or?**
  - (ii) contribute the first \$113.14 per week.
- (c) To be eligible for a rental subsidy an employee who does not have Transfer dependants must:
- (i) own or be purchasing a home at their Home location; **and/or?**
  - (ii) contribute the first \$122.81 per week.

- G. **H.96 and O.8.2 Disturbance allowances** — does the table heading “Full-time student(s) dependant child(ren)” mean employees with dependent child(ren) who are full-time students? If the former, could it be written as, ‘Additional payment – where dependent child is a full-time student’?

Additionally, the term dependant is used throughout the award, but is not defined; do the parties think a definition may be helpful?

- H. **O.11.9(b) Emergency duty** – clause currently reads:

Emergency Duty does not apply:

- (a) where notice was given to an employee prior to ceasing work

...

Does ‘prior to ceasing work’ mean before finishing the Emergency duty shift or before finishing the last shift prior to being required to come to work to deal with an emergency?

- I. **O.12.5 Averaging shift penalties** – ‘The Union...’ is capitalised, but there is no definition provided for the Union in the award, should it be lower case?
- J. **O.15.2 Eligible employee for payment (Paid maternity leave)** – clause O.15.2(a)(ii) refers to Maternity Leave Regulations, would parties like to specify *Maternity leave (Commonwealth Employees) Regulation 1982 (Cth)*?
- K. **O.17.3 Cadets** – clause refers to “table C2” which does not appear to exist in the award, did parties intend to refer to the table in clause 12.3, or salary rate in O.18.3 Table 4, or some other table?
- L. **O.18 Classifications—Broadcasters and Broadcaster/Journalists** what does the reference to band in this classification relate to? The bands do not appear relevant to reading the salary rate table 4. Should the headings in O.18.1 and O18.2 read ‘Level 1’ and ‘Level 2 and 3’ respectively?

# MA000153 – Australian Government Industry Award 2016

## Draft rate adjustment from 1 July 2016

In accordance with the decision issued by the Expert Panel in the Annual Wage Review 2015–16 on 31 May 2016 [[\[2016\] FWCFB 3500](#)], the Fair Work Commission proposes to adjust the wages and allowances in the above draft award as outlined below.

### 1. Minimum wages

#### 1.1 Adult rates of pay

Adult rates of pay in this modern enterprise award appear in clause 12 and Schedules F, I, J, L, M and O. They have been adjusted as follows:

#### 12. Minimum wages

2015

2015

##### 12.3 Australian Government classifications

Classification Level	Minimum Annual Pay Rate (36.75 hour/week) \$	Minimum Hourly Pay Rate \$
AG level 1	37,767	19.70
AG level 2	40,931	21.35
AG level 3	44,439	23.18
AG level 4	47,200	24.62
AG level 5	51,034	26.62
AG level 6	53,852	28.09
AG level 7	61,041	31.84
AG level 8	66,198	34.53
TRAINEES		
Cadet (practical training)	37,767	19.70
Trainee (Technical)	39,608	20.66

2016

2016

Classification Level	Minimum Annual Pay Rate (36.75 hour/week) \$	Minimum Hourly Pay Rate \$
AG level 1	38,668	20.17
AG level 2	41,908	21.86
AG level 3	45,513	23.74
AG level 4	48,331	25.21
AG level 5	52,261	27.26

AG level 6	55,137	28.76
AG level 7	62,498	32.60
AG level 8	67,790	35.36
<b>TRAINEES</b>		
Cadet (practical training)	38,668	20.17
Trainee (Technical)	40,566	21.16

## F.5 Minimum pay rates

**2015**                      **2015**

### F.5.5 AFTRS and Teaching/Training Classifications

Classification Level	Minimum Annual Pay	Minimum Hourly Pay
	Rate (36.75 hour/week)	Rate
	\$	\$
AFTRS level 1	38,612	20.14
AFTRS level 2	41,883	21.85
AFTRS level 3	45,519	23.74
AFTRS level 4	48,447	25.27
AFTRS level 5	52,287	27.27
AFTRS level 6	55,472	28.93
AFTRS level 7	63,332	33.03
AFTRS level 8	67,012	34.95
Teaching/Training level B	59,424	31.00
Teaching/Training level C	71,226	37.15
Teaching/Training level D	81,970	42.76
Teaching/Training level E	99,690	52.00

**2016**                      **2016**

### F.5.5 AFTRS and Teaching/Training Classifications

Classification Level	Minimum Annual Pay	Minimum Hourly Pay
	Rate (36.75 hour/week)	Rate
	\$	\$
AFTRS level 1	39,531	20.62
AFTRS level 2	42,886	22.37
AFTRS level 3	46,605	24.31
AFTRS level 4	49,615	25.88
AFTRS level 5	53,526	27.92
AFTRS level 6	56,785	29.62
AFTRS level 7	64,837	33.82
AFTRS level 8	68,614	35.79
Teaching/Training level B	60,850	31.74
Teaching/Training level C	72,927	38.04
Teaching/Training level D	83,951	43.79
Teaching/Training level E	102,087	53.25

2015

2015

2015

**I.17 Australian Maritime Safety Authority classifications****I.17.4**

<b>Classification Level</b>	<b>Pay point</b>	<b>Annual salary \$</b>	<b>Hourly rate (inclusive of leave loading) \$</b>
<b>AMSA Level 7</b>	1st Point	86,033	44.88
	Minimum	84,640	44.15
<b>AMSA Level 6</b>	4th point	82,006	42.78
	3rd point	77,754	40.56
	2nd point	73,487	38.33
	1st point	69,215	36.10
	Minimum	63,633	33.19
<b>AMSA Level 5</b>	5th point	60,179	31.39
	4th point	58,724	30.63
	3rd point	57,289	29.88
	2nd point	55,850	29.13
	1st point	54,389	28.37
	Minimum	52,960	27.62
<b>AMSA Level 4</b>	4th point	52,083	27.17
	3rd point	50,878	26.54
	2nd point	49,689	25.92
	1st point	47,326	24.69
	Minimum	45,291	23.62
<b>AMSA Level 3</b>	4th point	46,001	23.99
	3rd point	44,133	23.02
	2nd point	43,324	22.60
	1st point	42,245	22.04
	Minimum	41,149	21.46
<b>AMSA Level 2</b>	3rd point	40,210	20.97
	2nd point	39,062	20.38
	1st point	37,977	19.81
	Minimum	36,757	19.17
<b>AMSA Level 1</b>	3rd point	36,141	18.85
	2nd point	35,103	18.31
	1st point	34,086	17.78
	Minimum	33,053	17.24



## I.17 Australian Maritime Safety Authority classifications

		2016	2016
<b>I.17.4</b>			
<b>Classification Level</b>	<b>Pay point</b>	<b>Annual salary \$</b>	<b>Hourly rate (inclusive of leave loading) \$</b>
<b>AMSA Level 7</b>	1st Point	88,111	45.96
	Minimum	86,673	45.21
<b>AMSA Level 6</b>	4th point	83,989	43.81
	3rd point	79,618	41.53
	2nd point	75,247	39.25
	1st point	70,876	36.97
	Minimum	65,163	33.99
	<b>AMSA Level 5</b>	5th point	61,616
4th point		60,140	31.37
3rd point		58,664	30.60
2nd point		57,188	29.83
1st point		55,692	29.05
Minimum		54,216	28.28
<b>AMSA Level 4</b>	4th point	53,334	27.82
	3rd point	52,107	27.18
	2nd point	50,880	26.54
	1st point	48,465	25.28
	Minimum	46,375	24.19
<b>AMSA Level 3</b>	4th point	47,104	24.57
	3rd point	45,187	23.57
	2nd point	44,362	23.14
	1st point	43,270	22.57
	Minimum	42,138	21.98
<b>AMSA Level 2</b>	3rd point	41,161	21.47
	2nd point	40,010	20.87
	1st point	38,898	20.29
	Minimum	37,633	19.63
<b>AMSA Level 1</b>	3rd point	37,001	19.30
	2nd point	35,946	18.75
	1st point	34,911	18.21
	Minimum	33,837	17.65

**J.5 Minimum salaries**

	2015	2016
<b>Remuneration Band</b>	<b>Minimum Salary \$ per annum</b>	<b>Minimum Salary \$ per annum</b>
1	\$37,231 (graduate trainee \$34,826)	\$38,125 (graduate trainee \$35,662)
2	\$46,554	\$47,671
3	\$59,543	\$60,972
4	\$79,711	\$81,624

**L.13 CASA specific Classifications and rates of pay**

	2015	2015
<b>Classification Level</b>	<b>Minimum Annual Pay Rate (36.75 hour/week)</b>	<b>Hourly rate</b>
<i>Air Safety Regulator Stream</i>		
Airworthiness Officer A	\$52,618	\$27.45
Airworthiness Officer B	\$60,094	\$31.35
Airworthiness Officer C	\$66,903	\$34.90
Airworthiness Officer D	\$71,513	\$37.30
<i>Flying Operations Stream</i>		
Flying Operations Inspector Level 1	\$74,960	\$39.10
Flying Operations Inspector Level 2	\$78,407	\$40.90
Level 3 - 29,000 to 50,000kg	\$89,937	\$46.91
Level 3 - 50,000 to 70,000kg	\$95,689	\$49.91
Level 3 - 70,000 to 140,000kg	\$100,864	\$52.61
Level 3 - 140,000kg to 250,000kg	\$109,513	\$57.12
Level 3 - over 250,000kg	\$129,106	\$67.34
<i>Manager</i>		
Manager Flying Operations	\$91,666	\$47.81
	<b>2016</b>	
<b>Classification Level</b>	<b>Minimum Annual Pay Rate (36.75 hour/week)</b>	<b>Hourly rate</b>
<i>Air Safety Regulator Stream</i>		
Airworthiness Officer A	\$53,890	\$28.11
Airworthiness Officer B	\$61,540	\$32.10
Airworthiness Officer C	\$68,518	\$35.74
Airworthiness Officer D	\$73,234	\$38.20

<i>Flying Operations Stream</i>		
Flying Operations Inspector Level 1	\$76,762	\$40.04
Flying Operations Inspector Level 2	\$80,289	\$41.88
Level 3 - 29,000 to 50,000kg	\$92,099	\$48.04
Level 3 - 50,000 to 70,000kg	\$97,984	\$51.11
Level 3 - 70,000 to 140,000kg	\$103,276	\$53.87
Level 3 - 140,000kg to 250,000kg	\$112,133	\$58.49
Level 3 - over 250,000kg	\$132,205	\$68.96
<i>Manager</i>		
Manager Flying Operations	\$93,862	\$48.96

## M.2 Classification and salary

	2015	2016
<b>M.2.1</b>		
<b>Classification</b>	<b>Minimum salary</b>	<b>Minimum salary</b>
Electorate Officer A	\$44,979	\$46,058
Electorate Officer B	\$46,729	\$47,850
Electorate Officer C	\$51,524	\$52,761

## O.18 Classifications—Broadcasters and Broadcaster/Journalists

### O.18.3 Salary rates

#### (b) Salary rates

<b>Classification</b>	<b>\$</b>	<b>\$</b>
Cadet Journalist	35,246	36,092
Broadcaster 1; Broadcaster Journalist Level 1	43,102	44,136
Broadcaster 2; Broadcaster Journalist Level 2	53,284	54,563
Broadcaster 3; Broadcaster Journalist Level 3	56,964	58,331
Journalist 4	65,185	66,749
Operations Officer Level 1	36,404	37,278
Operations Officer Level 2	45,249	46,335
Operations Officer Level 3	49,626	50,817
Operations Officer Level 4	53,935	55,229
Operations Officer Level 5	55,552	56,885
Operations Officer Level 6	56,689	58,050
Technology Officer Level 1	41,913	42,919
Technology Officer Level 2	44,117	45,176
Technology Officer Level 3	48,584	49,750
Technology Officer Level 4	53,935	55,229

## 1.2 National Training Wage schedule

The rates in clause S.5 have been updated in accordance with the following:

[Link to draft updated wages tables in National Training Wage Schedule](#)

## 1.3 Supported Wage System schedule

The minimum payments in clause Q.4.2 and Q.10.3 have been increased from \$81 to **\$82**.

## 2. Allowances

### 2.1 Wage related allowances

Wage related allowances in this modern enterprise award appear in clause 13 and Schedules H, I, K, L, N, and O. These allowances have not been summarised in a single table in the award.

Wage related allowances in this modern enterprise award are adjusted in accordance with increases to wages and are based on a percentage of the standard rates as specified.

Standard rate means the minimum hourly rate of pay for an AG level 2 employee in clause 12.3. This is currently **\$21.86 per hour**.

Wage Related Allowance	Clause	Payable	% of standard rate	2015 \$	2016 \$
First aid					
St John Ambulance Australia 'Provide First Aid' (previously known as Apply First Aid or Senior First Aid) or an equivalent qualification	13.5	weekly	49.51%	10.57	10.82
St John Ambulance Australia 'Advanced First Aid' Certificate or an equivalent qualification	13.5	weekly	60.84%	12.99	13.30
St John Ambulance Australia 'Occupational First Aid' or an equivalent qualification	13.5	weekly	74.66%	15.94	16.32
Community language allowance – CLA rate 1	H.6.1	Yearly	4424.31%	944.59	967.15
Community language allowance – CLA rate 2	H.6.1	Yearly	8848.48%	1889.15	1934.28
District Allowance – Eligible dependant/eligible partner income	H.8.3	Yearly income less than	90135.64%	19243.96	19703.65
Field allowance	I.5.1	Per day	132.08%	28.20	28.87
International Labour Organization allowance – port office	I.6.1(a)	Annually	34648.85%	7397.53	7574.24
International Labour Organization allowance – Canberra office	I.6.1(b)	Annually	26767.07%	5714.77	5851.28
Insanitary allowance	K.3.1	Per day	6.65%	1.42	1.45
Aquatic ponds	K.3.2	Per day	12.08%	2.58	2.64
Spray gangs	K.3.3(a)	Per day	17.70%	3.78	3.87
Spray gangs – high pressure spray equipment	K.3.3(b)	Per day	22.20%	4.74	4.85

Wage Related Allowance	Clause	Payable	% of standard rate	2015 \$	2016 \$
Work in rain	K.3.4	Per day	34.71%	7.41	7.59
Heights (trees)	K.3.5	Per day	15.60%	3.33	3.41
Leading hands (not more than 5 employees)	K.3.6(a)(i)	Per week	105.62%	22.55	23.09
Leading hands (6-10 employees)	K.3.6(a)(ii)	Per week	127.35%	27.19	27.84
Leading hands (more than 10 employees)	K.3.6(a)(iii)	Per week	152.55%	32.57	33.35
Spray work (GSO 8)	K.3.8(a)(i)	Per day	6.09%	1.30	1.33
Spray work (GSO 8 – high pressure equipment)	K.3.8(a)(ii)	Per day	8.01%	1.71	1.75
Allowance for travel at difficult times	L.4.4	each continuous period	33.77%	7.21	7.38
Flying disability allowance – aerial surveillance	L.4.5	hourly	55.27%	11.80	12.08
Flying disability allowance – on the job training	L.4.5	hourly	41.41%	8.84	9.05
Loss of license	L.9.1	annually	7028.15%	1500.51	1536.35
Team Leader	L.14.4(b)	annually	35128.01%	7499.83	7678.98
Welding					
Aluminium MIG	N.3.1	hourly	4.87%	1.04	1.06
Aluminium TIG	N.3.2	hourly	3.47%	0.74	0.76
Plasma arc process	N.3.3	hourly	4.87%	1.04	1.06
Other	N.3.4	hourly	3.47%	0.74	0.76
Epoxy-based materials – with catalyst hardener and reactive additives or two-page catalyst systems	N.4.1	hourly	3.56%	0.76	0.78
Epoxy-based materials – in close proximity	N.4.2	hourly	2.81%	0.60	0.61
Scaffolding					
For the first four hours or part thereof	N.5	first four hours	20.80%	4.44	4.55
Per additional hour	N.5	hourly	4.26%	0.91	0.93
Language allowance <sup>1</sup>	O.7.2	Annually	6594.85%	1408.00	1441.63
Visual Display Terminal Allowances – Cadet Journalist	O.7.4(a)	Annually	7223.14%	1542.14	1578.98
Visual Display Terminal Allowances – Journalist Level 1	O.7.4(a)	Annually	9664.26%	2063.32	2112.61
Visual Display Terminal Allowances – Journalist Level 2	O.7.4(a)	Annually	13015.50%	2778.81	2845.19
Visual Display Terminal Allowances – Journalist Level 3 and 4	O.7.4(a)	Annually	14170.21%	3025.34	3097.61
Journalist Level 4 – per annum amount for calculation of overtime <sup>2</sup>	O.11.1(a); O.12.7	Annually	236735.36%	50543	51750

<sup>1</sup>Language allowance rate has not been updated since 9 March 2006 [PR969606]. The draft enterprise award does not express this allowance as a percentage of the standard rate, the rate here has been calculated to maintain relativities.

<sup>2</sup>Note the draft enterprise award does not express this allowance as a percentage of the standard rate, the rate here has been calculated to maintain relativities.

## 2.2 Expense related allowances

Expense related allowances in this modern enterprise award appear in Schedules F, H, L, N and O. These allowances have not been summarised in a single table in the award.

At the time of any adjustment to the standard rate, each expense related allowances will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement is the applicable index figure.

The applicable index figure is the index figure most recently published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0).

Clause	Description	CPI group	2015 rounded	CPI index Mar 16/last varied	2016 rounded
F.6.2	Part day travelling allowance	All groups	47.18	1.0131086142	47.80
H.5.2	Part day travelling allowance	All groups	53.53	1.0131086142	54.23
H.8.7	District allowance—Grade A—1 or more dependants	All groups	1924.44	1.0131086142	1949.67
H.8.7	District allowance—Grade A—no dependants	All groups	968.59	1.0131086142	981.29
H.8.7	District allowance—Grade B—1 or more dependants	All groups	4651.79	1.0131086142	4712.77
H.8.7	District allowance—Grade B—no dependants	All groups	2536.18	1.0131086142	2569.43
H.9.2(c)	Relocation expenses—pets	Transport group	176.53	0.9948822927	176.53
H.9.6(a)	Disturbance allowance—no dependants	All groups	536.55	1.0131086142	543.58
H.9.6(a)	Disturbance allowance—spouse and dependants	All groups	1121.53	1.0131086142	1136.23
H.9.6(a)	Disturbance allowance—additional student	All groups	212.84	1.0131086142	215.63
L.4.3	Part day travelling allowance	All groups	55.96	1.0131086142	56.69
L.5.10(a)	Rental subsidy—unfurnished	Rents sub-group	662.70	1.0091575092	668.77
L.5.10(a)	Rental subsidy—furnished	Rents sub-group	743.52	1.0091575092	750.33
L.5.10(b)(ii)	Rental subsidy—co-contribution—with dependants	Rents sub-group	113.14	1.0091575092	114.18
L.5.10(c)(ii)	Rental subsidy—co-contribution—no dependants	Rents sub-group	122.81	1.0091575092	123.93
L.5.12	Disturbance allowance—no dependants	All groups	520.24	1.0131086142	527.06
L.5.12	Disturbance allowance—spouse and dependants	All groups	1090.28	1.0131086142	1104.57

Clause	Description	CPI group	2015 rounded	CPI index Mar 16/last varied	2016 rounded
L.5.12	Disturbance allowance—additional student	All groups	207.05	1.0131086142	209.76
L.6.2(a)	Remote location allowance—Cairns—with dependants	All groups	1691.76	1.0131086142	1713.94
L.6.2(a)	Remote location allowance—Darwin—with dependants	All groups	4084.61	1.0131086142	4138.15
L.6.2(a)	Remote location allowance—Townsville—with dependants	All groups	1288.62	1.0131086142	1305.51
L.6.2(a)	Remote location allowance—Cairns—no dependants	All groups	851.78	1.0131086142	862.95
L.6.2(a)	Remote location allowance—Darwin—no dependants	All groups	2227.73	1.0131086142	2256.93
L.6.2(a)	Remote location allowance—Townsville—no dependants	All groups	851.78	1.0131086142	862.95
L.6.8(b)	Education assistance—tuition	Education sub-group (now Education group?)	13445.92	1.0331674959	13891.89
L.6.8(b)	Education assistance—board & lodging	Education sub-group (now Education group?)	8239.98	1.0331674959	8513.28
L.7.2	Spectacles—single focus	Therapeutic goods sub-group (now Therapeutic appliances and equipment)	92.92	0.9710289710	92.92
L.7.2	Spectacles—multi-focal	Therapeutic goods sub-group (now Therapeutic appliances and equipment)	168.67	0.9710289710	168.67
N.2	Vehicle allowance—carriage of more than 100kg—additional amount	Private motoring sub-group	0.84	0.9938271605	0.84
N.9.3	Part day travelling allowance	All groups	53.00	1.0131086142	53.69
O.16(b)(i)	Meal allowance—Lunch	Take away and fast foods sub-group	15.60	1.0223255814	15.95
O.16(b)(ii)	Meal allowance—Dinner	Take away and fast foods sub-group	15.60	1.0223255814	15.95
O.16(b)(iii)	Meal allowance—work to midnight	Take away and fast foods sub-group	0.35	1.0223255814	0.36
O.16(b)(iv)	Meal allowance—work lasts to after 4.00am	Take away and fast foods sub-group	0.35	1.0223255814	0.36
O.16(b)(v)	Meal allowance—work lasts to after 7.00am	Take away and fast foods sub-group	15.60	1.0223255814	15.95
O.8.1(a)	Clothing allowance—appearance on television	Clothing sub-group (now Clothing and Footwear group?)	781.23	0.9917440660	781.23

Clause	Description	CPI group	2015 rounded	CPI index Mar 16/last varied	2016 rounded
O.8.1(b)	Clothing allowance—regular appearance or live interview	Clothing sub-group (now Clothing and Footwear group?)	2082.08	0.9917440660	2082.08
O.8.2(b)	Disturbance allowance—no dependants	All groups	442.88	1.0131086142	448.69
O.8.2(b)	Disturbance allowance—spouse and dependants	All groups	926.79	1.0131086142	938.94
O.8.2(b)	Disturbance allowance—additional student	All groups	177.60	1.0131086142	179.93
O.8.4(c)	Removal expenses—compensation maximum	All groups	69730.97	1.0131086142	70645.05
O.8.4(d)	Removal expenses—transporting pets	Transportation sub-group (now Transport group?)	173.20	0.9948822927	173.20

### 3. Operative date

The minimum rates of pay and allowances outlined in this document will come into force on the date the award commences operation or 1 July 2016, whichever is earlier.



# Australian Government Industry Award 2016

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## Part 1—Application and Operation of Award

### 1. Title and commencement

1.1 This award is the *Australian Government Industry Award 2016*.

1.2 This award commences on [insert date].

1.3 This award supersedes:

(a) *The Australian Government Employment - Conditions and Salaries Award 2003* [[AP824076](#)]; and

(b) A number of enterprise award-based instruments which previously covered certain employers in the Australian Government Industry which are now covered by this award.

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

1.5 The making of this award is not 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, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. Definitions and interpretation

2.1 In this award, unless the contrary intention appears:

**adult apprentice** means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

**AG** means Australian Government.

**apprentice** means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

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

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

**NES** means the National Employment Standards as defined by the Fair Work Act.

**ordinary hourly rate** means an employee's hourly rate for their classification plus any allowances specified in this award as being included in the employees' ordinary hourly rate.

**salary barrier** means the minimum hourly rate payable to an employee at the AG Level 7 classification. A classification is 'below' the salary barrier where the pay rate for the classification is less than the minimum pay rate payable to an AG Level 7. A

classification is 'above' the salary barrier where the minimum pay rate is not less than the minimum pay rate payable to an AG Level 7.

**shiftworker** means an employee who is rostered to perform ordinary hours of work outside the period of 6.30 a.m. to 6.00 p.m., Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period.

**standard rate** means the minimum hourly rate of pay for an AG level 2 employee in clause 12.3.

**time off in lieu** means time off in lieu of the applicable overtime payment. Time off in lieu will be calculated at the appropriate overtime rate, for example where the applicable overtime rate on Sunday is double time, an employee who works four hours on a Sunday will be entitled to eight hours' time off in lieu.

## 2.2 Employer specific schedules

- (a) Schedule E to Schedule A contain conditions specific to the employer to which the schedule applies.
- (b) These schedules should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of this award and the schedule, the terms of the schedule will prevail.

## 3. Coverage

### 3.1 Definitions

**Australian Government industry** means all activities undertaken by bodies established by the Commonwealth for a public purpose.

**Employee** means a person who is employed by an employer in one of the classifications listed in clause 12.3, other than a person excluded from this award by Schedule A.

**Employer** means a Commonwealth entity within the meaning of the *Public Governance, Performance and Accountability Act 2013* (Cth) insofar as it does not engage staff under the *Public Service Act 1999* (Cth). For the avoidance of doubt, Employer also includes the Commonwealth in relation to its employment of an Employee under the *Members of Parliament (Staff) Act 1984* (Cth).

Note: If an employer engages employees under the *Public Service Act 1999*, and also employs on another basis, for example under enabling legislation, this definition will cover that employer. However, this award will not cover those employees who are engaged under the *Public Service Act 1999* and are excluded from coverage of this award by clause 3.3(b).

### 3.2 Coverage

- (a) This award covers the Australian Government industry.
- (b) Subject to clauses 3.3 to 3.5, this modern award covers an employer in the Australian Government industry in relation to its employees to the exclusion of any other modern award.

**3.3** This award does not cover:

- (a) Employees excluded from coverage by the Fair Work Act;
- (b) Employees covered by the *Australian Public Service Enterprise Award 2015*, or the Commonwealth of Australia in respect of those employees;
- (c) Employees who are covered by a modern enterprise award, or employers in relation to those employees;
- (d) Employers and employees listed in Schedule A;
- (e) Employees who are engaged in senior management roles or equivalent positions not covered by the classification descriptors in Schedule B.
- (f) Any employee who performs work within the classifications of the following mainstream modern awards:
  - (i) *Nurses Award 2010*;
  - (ii) *Commercial Sales Award 2010*;
  - (iii) *Fitness Industry Award 2010*;
  - (iv) *Broadcasting and Recording Entertainment Award 2010*;
  - (v) *Higher Education Industry - Academic Staff Award 2010*; and
  - (vi) *Children's Services Award 2010*.

**3.4** For the avoidance of doubt, the employees to which clause 3.3(f) refers, and who are thereby excluded from the coverage of this award, are employees in relation to whom it has been deemed more suitable that they be covered by an existing industry or occupational modern award, as opposed to this general award for the Australian Government industry, by virtue of the nature of their duties, skills and qualifications.

**3.5** 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.

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

**4.1** The [National Employment Standards](#) and this award contain the minimum conditions of employment for employees covered by this award.

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

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

## **5. Award flexibility**

- 5.1** 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; and
  - (d) allowances.
- 5.2** 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.
- 5.3** 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 5.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 5.4** 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.
- 5.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 5.6** Except as provided in clause 5.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 5.7** 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.

**5.8** The agreement may be terminated:

- (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: 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).

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

## **6. Facilitative provisions**

**6.1** This award contains facilitative provisions which allow agreement to be reached between an employer and employees on how specific award provisions are to apply at the workplace level. The facilitative provisions are identified in clause 6.3.

**6.2** 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.

**6.3** The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees affected in the workplace:

<b>Clause number</b>	<b>Subject matter</b>
15	Payment of wages
17.2(b)(ii)	Variation to the span of ordinary hours
17.3(f)	Operation of flex-time
18.6	Averaging of shift penalties
K.5.2	Ordinary hours of work—day worker—local variation— Public Affairs Officers, Administrative Officers, and Professional/Executive Officers
O.9	Accrued days off —SBS
O.12.5	Average shift penalties — SBS

**6.4** The following conditions apply to the use of facilitative provisions:

- (a) if one or more affected employees is a member of a relevant union, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions. The union must be given a reasonable opportunity to participate in the negotiations regarding the proposed implementation of a facilitative provision. Union

involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements; and

- (b) any agreement between an employer and a majority of employees must be recorded in writing.

## **Part 2—Consultation and Dispute Resolution**

### **7. Consultation regarding major workplace change**

**7.1** Clause 7 applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**7.2** For a major change referred to in clause 7.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 7.3 to 7.9 apply.

**7.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.

**7.4** If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

**7.5** As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and



- (ii) information about the expected effects of the change on the employees;  
and
- (iii) any other matters likely to affect the employees.

**7.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

**7.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

**7.8** If a term in this award provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 7.1(a) and clauses 7.3 and 7.5 are taken not to apply.

**7.9** In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

**7.10 Change to regular roster or ordinary hours of work**

- (a) For a change referred to in clause 7.1(b):
  - (i) the employer must notify the relevant employees of the proposed change;  
and
  - (ii) subclauses 7.10(b) to 7.13 apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

**7.11** As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**7.12** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

**7.13** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

**7.14** In this term *relevant employees* means the employees who may be affected by a change referred to in clause 7.1.

## **8. Dispute resolution**

**8.1** 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.

**8.2** 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 8.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

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

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

**8.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Fair Work 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.

#### **8.7 Leave of absence to attend proceedings**

Where the provisions of clause 8.1 have been complied with, and to assist in the resolution of the matter, an employee who is appointed to accompany or represent another employee pursuant to clause 8.5 will be granted leave of absence to attend Fair Work Commission proceedings arising from a referral of a dispute in accordance with clause 8.2 and will not suffer any loss of pay in respect of the absence.

#### **8.8 Leave of absence to attend courses**

- (a) To assist in the resolution of disputes in a workplace, an employee representative, referred to in clause 8.5, will be granted leave of absence to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution. The grant of leave will be subject to the operating requirements of the employer.
- (b) The specific training course will be agreed between the employer and the individual employee.
- (c) An employee representative granted a leave of absence under clause 8.8(a) will not suffer any loss of pay.

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

#### **9. Types of employment**

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

- (a) Full-time;
- (b) Part-time; or
- (c) Casual.

**9.2** 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.

#### **9.3 Full time employment**

A full-time employee is an employee who works the ordinary hours of work set out in clause 17.1(a) of this award and who is not a casual employee.

#### **9.4 Part-time employment**

- (a) A part-time employee is an employee who works an agreed number of hours that is less than the ordinary hours of work specified in clause 17.1(a) of this award.

- (b) A part-time employee receives, on a pro-rata basis, the equivalent pay and conditions to a full-time employee in the same classification. In relation to expense-related allowances, the employee will receive entitlements as specified in the relevant clauses of this award.
- (c) Proposals for part-time work may be initiated by the employer for operational reasons or by an employee for personal reasons. An employee engaged on a full-time basis will not be converted to a part-time basis as set out in this clause without the employee's written agreement.
- (d) Before part-time duty commences, the employer will notify the employee in writing:
  - (i) the employee's prescribed weekly hours of duty; and
  - (ii) the employee's pattern of hours to be worked including starting and finishing times for employees (other than shiftworkers), on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
- (e) Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing under clause 9.4(d) will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.
- (f) The pattern of hours specified under clause 9.4(d)(ii) will provide for no less than three hours per day (or an alternative period agreed by the employer and the employee) and will be continuous on any one day.
- (g) The prescribed weekly hours and the pattern of hours specified under clause 9.4(d)(i) can only be varied with the employee's written agreement.

## **9.5 Casual employment**

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) A casual employee will be paid the minimum hourly pay rate for their classification.
- (c) A casual employee will also be paid a 25% loading in lieu of paid leave entitlements (other than long service leave provided for in legislation), notice of termination of employment and redundancy benefits, and payment for public holidays not worked.

## **10. Termination of employment**

**10.1** Notice of termination is provided for in the NES. The following provisions supplement the NES entitlements.

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

- (a) An employee is required to give the same notice of termination as that required of an employer under the NES based on the employee's period of service.

There is no requirement for an employee to give additional notice based on the age of the employee concerned.

<b>Years of Service</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If an employee fails to give the required notice, the employer may withhold an amount from any monies due to the employee on termination under this award or the NES. This amount will not exceed the amount the employee would have been paid under this award in respect of the required period of notice, less any period of notice actually given by the employee.

## **11. Redundancy**

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

**11.2** For eligible employers and their employees the following provisions supplement the NES entitlement.

### **11.3 Eligible Employer**

An eligible employer is:

- (a) an employer who on the commencement of this award was bound or covered by an award or enterprise agreement which provided redundancy provisions consistent with the entitlements of clauses 11.6 and 11.7. This includes those employers listed in Schedule D.
- (b) an employer created after the commencement of this award.

Note: For the purposes of this clause, 'award' has the same meaning as in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* and includes an enterprise award-based instrument.

### **11.4 Eligible Employee**

An employee is eligible for the entitlements under this clause except where the employee:

- (a) is still on probation; or
- (b) is engaged on a fixed term basis; or
- (c) is engaged on a casual basis.

### **11.5 Redundancy**

An employee's position is redundant if:

- (a) the employee is included in a class of employees employed by the employer, which class comprises a greater number of employees than is necessary for the efficient and economical working of the employer;
- (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the employer or changes in the nature, extent or organisation of the functions of the employer; or
- (c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the employer has determined that the provisions of this clause apply to that employee.

#### **11.6 Entitlement**

- (a) An employee whose position is redundant and whose employment is terminated will be entitled to be paid redundancy pay. This is to be a sum equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service. The amount paid is subject to clauses 11.7 and 11.8
- (b) The redundancy pay provided for in clause 11.6(a) incorporates any NES entitlement. However, if the NES entitlement provides a greater benefit, the NES entitlement applies instead of clause 11.6(a).

Note: As at the date of commencement of the award, the NES provides for an entitlement to six weeks' redundancy pay to an employee who has completed at least two years, but less than three years continuous service with an employer.

#### **11.7 Minimum and maximum payments**

The minimum sum payable as redundancy pay on termination will be four weeks' salary and the maximum sum payable will be 48 weeks' salary.

#### **11.8 Pro-rata entitlement**

Redundancy pay will be calculated on a pro rata basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service, subject to any minimum entitlement the employee has under the NES.

#### **11.9 Service for redundancy pay purposes**

- (a) For the purpose of calculating an entitlement in accordance with clause 11.6 continuous service means the period of unbroken service with the employer who determines the employee's position is redundant.
- (b) Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

#### **11.10 Rate of payment—redundancy pay**

For the purposes of calculating any payment under clause 11.6 or clause 11.7, "salary" will include the following amounts:

- (a) the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service;
- (b) for an allowance to be included as salary for redundancy pay purposes it will have been paid during periods of annual leave and on a regular basis and not be a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty;
- (c) additional payments for the performance of duties at a higher classification level are to be included in salary where the employee has been performing duties at the higher classification level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
- (d) shift penalties are to be included in salary where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination. The employee is entitled to have the weekly average for penalties payable over the 12 months immediately preceding the date on which the employee is given notice of termination included in salary.

#### **11.11 Transfer to lower paid duties**

Where an employer proposes to reduce the classification of an employee whose position is redundant, either:

- (a) the employee will be given the same period of notice the employee would have been entitled to receive if the employment had been terminated; or
- (b) the employer may pay an amount to maintain the level of salary received by the employee at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with clause 11.10.

#### **11.12 Period of notice—termination**

- (a) Where an employee's employment is terminated on the basis of redundancy, the period of notice will be four weeks. In the case of an employee over 45 years of age with at least five years continuous service the period of notice will be five weeks.
- (b) The employer may elect to make a payment in lieu of all or part of the notice period specified in -clause 11.12(a). The payment will be calculated based on the payment the employee would have received in respect of the ordinary time the employee would have worked during the notice period, had the employment not been terminated by a payment in lieu of notice.
- (c) 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 receive a payment in respect of the balance of the notice period.

### 11.13 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed reasonable time off without loss of pay during the notice period 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.

## Part 4—Minimum Wages and Related Matters

### 12. Minimum wages

12.1 Subject to clause 12.3(a) employees performing work within the classifications listed in clause 12.3 will be paid not less than the hourly rate applicable to the employee's classification.

12.2 The minimum annual salary for a classification is calculated by reference to the following formula:

$$\text{Annual Salary} = \text{Minimum Hourly Pay Rate} \times 73.50 \times (313/12)$$

### 12.3 Australian Government classifications

- (a) The minimum hourly pay rate for an adult employee performing work in the following classifications, other than an employee performing work covered by clauses 12.4 and 12.5, is set out in the following table.

<b>Classification Level</b>	<b>Minimum Annual Pay Rate (36.75 hours per week)</b>	<b>Minimum Hourly Pay Rate</b>
	<b>\$</b>	<b>\$</b>
AG level 1	38,668	20.17
AG level 2	41,908	21.86
AG level 3	45,513	23.74
AG level 4	48,331	25.21
AG level 5	52,261	27.26
AG level 6	55,137	28.76
AG level 7	62,498	32.60
AG level 8	67,790	35.36
TRAINEES		
Cadet (practical training)	38,668	20.17
Trainee (Technical)	40,566	21.16



- (b) Schedule B outlines the classifications descriptions applying to the classifications in this clause.
- (c) Schedule C outlines how classifications from awards superseded by this award transitioned into the classification structure in this clause.

**12.4 Juniors**

- (a) Employees who are younger than 21 years of age and who are employed in the classifications of:
  - (i) AG level 1; or
  - (ii) Cadet—practical training,

will be entitled to a percentage of the applicable adult minimum hourly pay rate for the classification as follows:

Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

**12.5 Trainees**

- (a) **Cadets—Full-time study rates**

A Cadet during periods of full-time study will be paid no less than 57% of the minimum hourly pay rate (including junior rates where applicable) that would be payable to the Cadet if they were performing practical training.

- (b) **Apprentices**

- (i) Apprentices (other than adult apprentices) will be paid a percentage of the standard rate as follows:

Length of service as an apprentice	% of AG level 2 rate	
	Completed Year 12	Not completed Year 12
1st year of service	55%	50%
2nd year of service	65%	60%
3rd year of service	75%	75%
4th year of service	92%	88%

- (ii) Adult apprentices will be paid a percentage of the standard rate as follows:

<b>Length of service as an apprentice</b>	<b>% of AG level 2 rate</b>
1st year of service	80%
2nd year of service	86%
3rd year of service	88%
4th year of service	92%

- (iii) A person employed under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement. 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 12.3 (as applicable) in which the adult apprentice was engaged immediately prior to entering into the training agreement.

- (iv) Apprentices undertaking trade training consistent with their apprenticeship training requirements or indentures will do so without loss of pay. All fees paid by apprentices will be reimbursed, subject to satisfactory progress.

## **12.6 Supported wage system**

See Schedule Q.

## **12.7 National training wage**

See Schedule S.

# **13. Allowances**

## **13.1 Vehicle allowance**

- (a) Where an employer requires an employee to use their own vehicle in the performance of their duties, the employee will be paid an allowance for each kilometre of authorised travel.
- (b) The allowance will be equivalent to the amount stated in Schedule 1 to the *Income Tax Assessment Regulations 1997* as varied from time to time.

## **13.2 Travelling reimbursement**

- (a) An employee who is required to be away overnight or for part of the day is entitled to be reimbursed for reasonable expenses for accommodation, meals and incidental costs whilst:
- (i) travelling on duty; or
  - (ii) carrying out duties away from their normal place of employment by employer direction.

- (b) An employee is only eligible for the reimbursement of accommodation and meal expenses if the employer has not otherwise provided these to the employee.

### **13.3 Excess travel time**

- (a) Where an employee is directed to work temporarily at a location other than their normal place of employment, and as a result spends more time travelling to their temporary place of work than they spent travelling to their usual place of work, they will be entitled to payment for the excess travel time or time off in lieu during normal hours of duty for that time subject to:
  - (i) the employee's salary not exceeding the rate for an AG Level 4;
  - (ii) the additional travel time being at least 30 minutes in travel per day, or two and one half hours in any fortnight; and
  - (iii) the payment not exceeding five hours in any one day.
- (b) The rate of payment will be single time on Mondays to Saturdays and time and a half on Sundays and public holidays.
- (c) Payment of salary will include any higher duties allowance.
- (d) Where an employee's normal place of work is variable within a specified district, the employer will determine the usual place of work. In this case a minimum of 20 minutes travelling time each way will apply where an employee is directed to work at another location before an employee is entitled to payment for the excess travel time.

### **13.4 Excess fares**

- (a) An employee working temporarily at a location other than their normal place of employment, and who as a result incurs costs greater than the cost of travelling to and from their usual place of work, will be entitled to the reimbursement of excess fares.
- (b) Employees will not be eligible for reimbursement if:
  - (i) they are eligible for reimbursement of travelling expenses under clause 13.2; or
  - (ii) they have been notified in writing that they will be permanently relocated to that place of work.
- (c) The payment of excess fares to an employee based at home will be calculated from the employee's office based site.

### 13.5 First Aid allowance

Where an employee possesses a current first aid qualification and continuing ability commensurate with that qualification, the employer may assign incidental first aid responsibilities to the employee. Such an employee will be paid an allowance in accordance with the relevant qualification set out below:

<b>Qualification Held</b>	<b>Weekly Rate \$</b>	<b>% of standard rate</b>
St John Ambulance Australia 'Provide First Aid' (previously known as Apply First Aid or Senior First Aid) or an equivalent qualification	10.82	49.51
St John Ambulance Australia 'Advanced First Aid' Certificate or an equivalent qualification	13.30	60.84
St John Ambulance Australia 'Occupational First Aid' or an equivalent qualification	16.32	74.66

### 13.6 Overtime Meal allowance

- (a) An employee who is entitled to receive overtime payments and who works overtime after the end of their ordinary hours of work for the day, to the completion of or beyond a meal period, without a break for a meal, will be paid a meal allowance at the applicable rate set by the applicable determination made by the Australian Taxation Office as being the reasonable amount for meal allowance expenses, in addition to any overtime.
- (b) A meal allowance is also payable to an employee who:
- (i) is required, after the completion of the employee's ordinary hours of work for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
  - (ii) is required to perform duty before the commencement of their ordinary hours of work, who breaks for a meal and is not entitled to payment for that break; or
  - (iii) is required to perform work on a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of work, extending beyond a meal break and is not entitled to payment for that meal break.
- (c) A meal period means the following periods:
- (i) 7.00 a.m. to 9.00 a.m.;
  - (ii) 12 noon to 2.00 p.m.;
  - (iii) 6.00 p.m. to 7.00 p.m.; and
  - (iv) midnight to 1.00 a.m.

- (d) This allowance is not payable where the employer otherwise pays for or provides for a meal.

### **13.7 Cadet books and equipment**

An employee who is employed as a cadet under this award will be reimbursed (on production of receipts) all compulsory fees and reasonable expenses incurred for books and equipment.

## **14. Higher duties**

**14.1** Where an employee has been directed to temporarily perform duties at a higher classification level the following provisions apply, subject to clause 14.2:

- (a) An employee directed to perform all of the duties of a higher classification will be paid an allowance equal to the difference between the employee's own hourly pay rate and the hourly pay rate the employee would receive if promoted to the higher classification.
- (b) An alternative amount, determined by the employer, may be paid where partial performance of higher duties is directed.
- (c) When calculating an employee's ordinary hourly rate, higher duties allowance (if payable) will be included.
- (d) When performing higher duties an employee will be subject to the terms and conditions relevant to the higher classification.

### **14.2 Minimum periods**

- (a) An employee who is directed to perform continuous higher duties for at least a half day will be regarded as being on higher duties for that full day. The performance of higher duties for less than half a day will be disregarded for all purposes.
- (b) An employee who performs higher duties at a classification above the salary barrier for a period of less than one week will not be paid an allowance, and that period will not count as service at the higher classification, unless the employer considers special circumstances exist which justify payment of the allowance.

### **14.3 Payment of higher duties allowance during periods of paid leave**

Where an employee who is in receipt of higher duties allowance takes paid leave or observes a public holiday, payment of higher duties allowances will continue to be paid during this absence.

## **15. Payment of wages**

Employees must be paid their salaries weekly or fortnightly as determined by the employer or monthly if mutually agreed. Where payment is made monthly it must be on the basis of two weeks in advance and two weeks in arrears.

## **16. Superannuation**

### **16.1 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.

### **16.2 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.

### **16.3 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 16.2.
- (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 16.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or (b) was made.

### **16.4 Superannuation fund**

- (a) If an employee is a member of the Commonwealth Superannuation Scheme, the Public Sector Superannuation Schemes, the Public Sector Superannuation Accumulation Plan or covered by the *Superannuation (Productivity Benefit) Act 1988* their employer superannuation contributions will be in accordance with the relevant legislation relating to those arrangements.
- (b) Where clause 16.4(a) does not apply, this clause applies instead. Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.2 or 16.3 to one of the following superannuation funds or its successor:

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

## **Part 5—Hours of Work and Related Matters**

### **17. Ordinary hours of work and rostering**

#### **17.1 General provisions**

- (a) Ordinary hours of work for a full-time employee will be 36.75 hours per week.
- (b) The ordinary hours of work in clause 17.1(a) may be averaged over a period of up to 28 days or the employee's roster cycle (whichever is longer), and arranged according to the requirements of the workplace.
- (c) An employee may elect, with the consent of the employer, to work makeup time, where the employee takes time off during ordinary hours, and works those hours at a later time during the span of ordinary hours.

#### **17.2 Ordinary hours of work- day workers**

- (a) A day worker is a worker who is not a shiftworker.
- (b) **Span of hours**
  - (i) Ordinary hours will be worked between the hours of 8.00 a.m. and 6.00 p.m., Monday to Friday.
  - (ii) An alternative 12 hour span may be adopted by agreement between the employer and a majority of the employees concerned, subject to clause 6.

#### **17.3 Flexitime**

- (a) Flexitime is a system which allows an employee to set a pattern of attendance at work subject to the provisions of this clause.
- (b) Flexitime will operate, unless the employer:
  - (i) considers it necessary, because of essential work requirements, for an employee or group of employees in a workplace to revert to the hours of a standard day for a period; or
  - (ii) removes an employee from flexitime for a specified period because that employee has failed to comply with the provisions of flexitime.

- (c) Flextime will not apply to:
  - (i) employees who are required to work according to a shift roster;
  - (ii) employees above the salary barrier, unless they work flextime by arrangement with their supervisors.
- (d) Flextime systems will operate consistent with the provisions of this clause, containing arrangements for the standard day and span of hours in accordance with clause 17.2(b) and including matters dealing with settlement period and flex credit and debit.
- (e) The times of commencement and cessation of duty, including meal breaks, will be subject to agreement between the supervisor and the employee. An employee's attendance outside the hours of a standard day but within the span of hours will be subject to the availability of work and the approval of the employee's supervisor.
- (f) The employer and the majority of affected employees may agree to vary the operation of flextime. The agreement reached will be recorded in the time and wages records kept by the employer in accordance with Division 3 of Part 3-6 of the *Fair Work Regulations 2009 (Cth)*.
- (g) **Definitions**

A **standard day**, for the purposes of flextime, is 7 hours and 21 minutes per day for an employee who works 36.75 hours per week;

**Settlement period** means the ordinary working days over which calculations are made to determine flex credit or flex debit carry over;

**Flex credit** means the accumulated amount of time worked by an employee in excess of the standard days in the settlement period, including any carry over, but does not include time worked as overtime;

**Flex debit** means the difference between the sum of the standard days in a settlement period and the aggregate amount of time worked by an employee where the total time worked is less than the sum of the standard days in the settlement period after any necessary adjustment has been made for any absence on approved leave and includes any carry over.

#### 17.4 Shiftworkers

- (a) A shiftworker is defined in clause 2.1.
- (b) Ordinary hours may include:
  - (i) Night shift;
  - (ii) Saturday;
  - (iii) Sunday; and/or
  - (iv) Public holidays.



- (c) Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (d) Shiftworkers can exchange shifts or rostered days off by mutual agreement, with the consent of the employer. Where a shift is exchanged, this arrangement will not give any employee an entitlement to an overtime payment.

**17.5 Part-time**

Details of part-time arrangements are outlined in clause 9.4.

**17.6 Breaks**

An employee must not work for more than five hours without taking an unpaid meal break of at least 30 minutes duration.

**18. Penalty Rates—Shiftworkers**

**18.1 General**

- (a) Shift penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based on salary.
- (b) Shift penalties will not be paid for any shift where another form of penalty payment is paid under this award.

**18.2 Shift penalty rates**

- (a) A shiftworker will be paid the following penalty rates for all ordinary hours worked by the shiftworker during the following periods:

<b>Ordinary hours worked:</b>		<b>Penalty rate</b>	<b>Casual penalty rate</b>
<b>Ordinary hours/Day shift—no penalty rate</b>	See clause 17.2(b)(i)	Ordinary hourly rate (100%)	Ordinary hourly rate plus casual loading (125%)
<b>Night</b>	Where any part of the shift falls between 6.00 p.m. and 6.30 a.m..	115%	140%
<b>Continuous Night</b>	Where shifts falls wholly within the period 6.00 p.m. and 8.00 a.m. and are worked for a period exceeding four weeks (note- eligibility for part-time shiftworkers is subject to 18.3).	130%	155%

<b>Ordinary hours worked:</b>		<b>Penalty rate</b>	<b>Casual penalty rate</b>
<b>Saturday</b>	All hours	150%	175%
<b>Sunday</b>	All hours	200%	225%
<b>Public Holiday</b>	All hours	250%	275%

- (b) The Saturday, Sunday and public holiday penalty rates are in substitution for, and not cumulative upon, the Night or Continuous Night Penalty Rates.

### **18.3 Part-time eligibility for Continuous Night penalty rates**

Part-time shift-workers will be entitled to continuous night penalty rate only where:

- (a) The employee's rostered ordinary hours involve the same number of shifts, either per week or on average over a cycle of shifts, as an equivalent full-time employee; and
- (b) The shift worked by a part-time employee is part of a full-time shift, and the full-time shift falls wholly within the hours of 6.00 p.m. and 6.30 a.m.

### **18.4 Public holiday arrangements for Shiftworkers**

- (a) Public holidays are provided for in the NES.
- (b) Additional terms relating to public holidays are set out at clauses 24 and 25 of this award.
- (c) Work on 25 December, whether or not another day has been declared as a substitute holiday, will be considered as a public holiday. This clause does not apply if clause 24.4 applies.
- (d) Where an employee works a cycle of shifts on a regular roster, and they are required to perform work on each day of the week, they will be granted, if practicable, an alternative day off for a public holiday occurring on a day where they had a rostered day off.
- (e) If it is not practicable to grant the employee a day off under clause 18.4(d) the employee will be paid one day's pay at the ordinary rate.

### **18.5 Notice of shift change**

- (a) Changes to rostered hours of duty can be by mutual consent at any time or by amendment of the roster on seven days' notice.
- (b) In the absence of consent or seven days' notice, employees will be paid the appropriate overtime penalty rates for work outside the previously rostered hours of duty. Payment of penalty rates on this basis will be continued for each changed shift until employees have received seven days' notice of shift change.
- (c) The penalty rates in 18.5(b) are not payable where the employer is unable to give seven days' notice because of the sickness or unanticipated absence of another employee.

## **18.6 Averaging of shift penalties**

The employer and a majority of affected employees may agree to average shift penalties under clause 18.2 over an agreed cycle, subject to clause 6.

## **19. Overtime**

**19.1** An employee may be called for duty at any time required, subject to the hours being reasonable in accordance with section 62 of the Fair Work Act. In accordance with section 62 of the Fair Work Act, an employee may refuse to work additional hours if they are unreasonable.

**19.2** Overtime is to be worked by prior direction by the employer. If circumstances do not permit prior direction, overtime may subsequently be approved in writing.

**19.3** An employee's salary for the purpose of calculation of overtime will include any allowance which is payable during a period of annual leave.

**19.4** An employer and employee may agree to substitute payment for overtime with the equivalent amount of time off in lieu. Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within four weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.

**19.5** For the purpose of determining whether an overtime attendance is continuous with ordinary duty, meal breaks will be disregarded.

**19.6** A casual employee is not entitled to casual loading while in receipt of overtime payments.

### **19.7 Eligibility for overtime and restriction duty**

(a) Employees in a classification paying an hourly rate above the salary barrier are not eligible for overtime payment or restriction allowance, unless otherwise determined by the employer.

(b) In the case of part-time employees in a classification above the salary barrier, extra work will be paid at the employee's ordinary hourly rate for work performed outside the ordinary hours prescribed at 9.4(d)(ii), subject to the total of ordinary hours and extra work not exceeding:

(i) On any one day, a maximum of 7 hours and 21 minutes of ordinary hours of work as applicable to an equivalent full-time employee; and

(ii) In any week, a maximum of 36.75 ordinary hours of work and extra work as applicable to an equivalent full-time employee.

### **19.8 Overtime—day workers**

#### **(a) Full time employees**

A full-time day worker performs overtime where, on employer directions, they perform work:

(i) Monday to Friday, outside the span of ordinary hours;

- (ii) Monday to Friday, during the span of ordinary hours but beyond the length of time the employee is formally rostered to work on the day concerned; or
- (iii) on a Saturday, Sunday or public holiday.

**(b) Part-time employees**

A part-time day worker performs overtime where, on employer directions, they perform work:

- (i) Which is not continuous with their ordinary hours of work;
- (ii) Which is continuous with their ordinary hours of work, includes a period outside the period of 8.00 a.m. to 6.00 p.m., and the employee has also completed their ordinary hours for the day; or
- (iii) Which is continuous with their ordinary hours of work, falls entirely within the span of hours and causes the employee to work, in any one week, more than the employee’s ordinary weekly hours of work.

where “their ordinary hours of work” refers to the hours described in clause 9.4(d)(ii).

**(c) Casual employees**

- (i) Work will be considered overtime for a casual employee, in a classification where the rate for the classification is below the salary barrier, where the employee is directed to perform work:
  - Monday to Friday, outside the span of ordinary hours;
  - on a Saturday, Sunday or a public holiday; or
  - in excess of 36.75 hours in a week.
- (ii) The casual loading set out in clause 9.5(c) is not paid for overtime.

**(d) Overtime rates—day workers**

Where an employee works overtime and qualifies for overtime rates, the employer must pay the employee the following overtime rates:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday—first 3 hours	150%
Monday to Saturday—after 3 hours	200%
Sunday—all day	200%
Public Holiday—all day	250%

## 19.9 Overtime—Shiftworkers

- (a) A full-time shiftworker performs overtime where, on employer direction, the employee works:
- (i) on any day where it is outside the normal rostered hours of duty on that day; or
  - (ii) in excess of the employee’s ordinary weekly hours of work, or over an average of the ordinary weekly hours of work over a cycle of shifts.
- (b) A part-time shiftworker performs overtime where, on employer direction, the employee works:
- (i) on any day beyond the normal rostered hours of duty on that day; and
  - (ii) the work is in excess of the employee’s prescribed weekly hours of work under clause 9.4(d).
- (c) **Casual shiftworkers**
- (i) Work will be considered overtime for a casual shiftworker, in a classification where the rate for the classification is below the salary barrier, where it is performed:
    - on any day beyond the normal rostered hours of duty on that day; or
    - in excess of 36.75 hours in a week or an average of 36.75 hours per week over a cycle of shifts.
  - (ii) The casual loading set out in clause 9.5(c) is not paid for overtime.
- (d) Where an employee works overtime, the employer must pay the employee the following overtime rates:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Friday—first 3 hours	150%
Monday to Friday—after 3 hours	200%
Saturday and Sunday—all day	200%
Public Holiday—all day	250%

## 19.10 Rest period after overtime

- (a) An employee should be allowed a minimum eight hour break, plus reasonable travelling time, between ceasing overtime and the commencement of their ordinary work the next day, without loss of pay for any ordinary working time involved.
- (b) Where, for operational reasons, an eligible employee is required to resume or continue work without an eight hour rest break, plus reasonable travelling time, they must be paid double time for this period until released from duty.
- (c) They will then be entitled to an eight hour rest break, plus reasonable travelling time. This will be without loss of pay for any ordinary working time involved.

### 19.11 Minimum overtime payments

- (a) The following minimum overtime payments apply unless the duty is emergency duty in accordance with clause 19.12.
- (b) The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty excluding meal breaks, will be four hours at the prescribed overtime rate.
- (c) Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime payment beyond the amount which would have been received had the employee remained on duty.

### 19.12 Emergency duty

Where an employee is called on duty to meet an emergency at a time when they would not ordinarily have been on duty, and no notice of such call was given to the employee prior to them ceasing duty on their last ordinary shift, the employee shall be paid for such emergency duty at the rate of double time. The time for which payment will be made will include time necessarily spent in travelling to and from duty. The minimum payment under this clause will be 2 hours at double time.

### 19.13 Restriction duty

- (a) An employee may be directed to be contactable and available to perform extra duty outside their ordinary hours of duty, subject to payment under this clause.
- (b) Payment will be subject to the following conditions:
  - (i) except with approval of the employer, employees ineligible for overtime under clause 19.7 will not be eligible to receive payment; and
  - (ii) the restriction situation will be imposed by the prior written direction of the employer, or will subsequently be approved in writing by the employer where the circumstances did not permit prior direction
- (c) Where an employee is restricted, they must be paid the following allowance:

<b>For time restricted on</b>	<b>Restriction allowance payable per hour (as a percentage of the employee's ordinary hourly rate)</b>
	%
Monday to Friday	7.5
Saturday and Sunday	10
Public Holiday	15

- (d) Restriction allowance is only payable where an employee is not receiving another payment. An employee who is restricted but recalled to work will be paid in accordance with 19.13(e) or (f).

- (e) Where an employee who has been restricted is required to perform duty, but is not required to come into the workplace, a minimum period of one hour will be considered to have been worked. This will be paid at the applicable overtime rate.
- (f) Where an employee who has been restricted is required to perform duty at the workplace, a minimum period of three hours will be considered to have been worked. This will be paid at the applicable overtime rate.

## **Part 6—Leave and Public Holidays**

### **20. Annual leave**

**20.1** As provided for under the NES, an employee (other than a casual employee) is entitled to four weeks' paid annual leave for each year of service.

**20.2** Annual leave will be paid at the employee's ordinary hourly rate.

**20.3** A shiftworker on approved annual leave will, for the period of the annual leave, receive shift penalty payments in relation to any shifts the employee would have worked if the employee was not on approved annual leave.

### **20.4 Additional leave for certain shiftworkers**

(a) Eligible shiftworkers will be entitled to an additional half a day paid leave for each Sunday rostered, up to a maximum of five days per year. A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in this calculation.

(b) For the purposes of clause 20.4(a), an employee will be considered an eligible shiftworker if rostered to perform ordinary duty:

(i) Outside the period of 6.00 a.m. to 6.00 p.m., Monday to Friday, and/or

(ii) On Saturdays, Sundays or public holidays,

for an ongoing or fixed period.

(c) Part-time employees will be entitled to leave under clause 20.4(a) only where the employee has a shift pattern involving the regular performance of rostered duty on Sundays and public holidays, and having not less than the average number of shifts per week or roster cycle of an equivalent full-time employee.

### **20.5 Annual leave in advance**

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and when it is to be taken; and
  - (ii) be signed by the employer and employee.
- (c) The employer must keep a copy of any agreement under clause 20.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to a period of paid annual leave already taken in accordance with an agreement under clause 20.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount already paid to the employee in respect of that annual leave taken.

## **20.6 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 20.6 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) when the payment is to be made.
- (e) An agreement under clause 20.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 20.6 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.6.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.6.



## **20.7 Excessive leave accruals: general provision**

Note: Clauses 20.7 to 20.9 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 20.4).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 20.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 20.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

## **20.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 20.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 20.8(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid leave arrangements (whether made under clause 20.7, 20.8 or 20.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 20.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 20.8(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in clause 20.8(d) may result in the direction ceasing to have effect. See clause 20.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

## **20.9 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 20.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 20.9(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 20.8(a) that, when any other paid leave arrangements (whether made under clause 20.7, 20.8 or 20.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 20.9(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid leave arrangements (whether made under clause 20.7, 20.8 or 20.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 20.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 20.4) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 20.9(a).

## **20.10 Payment of accrued annual leave on termination of employment**

Where employment ceases, the employee will be entitled to payment in lieu of accrued annual leave. Payment in lieu will be calculated using the employee's ordinary hourly rate of pay.

## **20.11 Payment of accrued annual leave on death**

Where an employee dies, or the employer has directed that an employee will be presumed to have died on a particular date, payment may be made to the dependants

or partner or the legal personal representative of the former employee of an amount that would have been paid if the employee had otherwise ceased employment.

## **21. Personal/carer's leave and compassionate leave**

- 21.1** Personal/carer's leave and compassionate leave are provided for in the NES. The following provisions supplement the NES entitlement.
- 21.2** Employees who are entitled to paid personal/carer's leave under the NES are entitled to accrue an additional five days of personal/carer's leave per annum treated in accordance with the provisions of the NES.
- 21.3** An employee may be granted personal/carer's leave with pay subject to available credits, without production of evidence, to the extent of five days in any calendar year. No more than three consecutive days of personal/carer's leave may be taken without production of evidence.
- 21.4** Where paid personal/carer's leave credits are exhausted, an employer may grant additional leave with or without pay. To avoid doubt, this clause supplements the entitlement to two days unpaid carers' leave per permissible occasion provided for by the NES.
- 21.5** An additional one day paid compassionate leave per occasion is provided to all employees other than casual employees.
- 21.6** One shift will be regarded as one day for the purpose of granting compassionate leave.
- 21.7** Paid personal/carer's leave and compassionate leave will be paid at the employee's ordinary hourly rate.

## **22. Community service leave**

Community service leave is provided for in the NES.

## **23. Parental leave**

Parental leave is provided for in the NES.

## **24. Public holidays**

- 24.1** Public holidays are provided for in the NES. The following provisions supplement the NES entitlement.
- 24.2** If an employee is absent from work on a day or part-day that is a public holiday, the employee will be paid at the employee's ordinary hourly rate for the employee's ordinary hours of work on that day or part-day.
- 24.3** Where an employee works on both Christmas Day and a substitute holiday, one day will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

## 24.4 Substitution by agreement

- (a) Where an employer and the employee agree, a day or part day may be substituted for a day or part day that would otherwise be a public holiday under this clause.
- (b) Where an employee cannot work on a day for which a substituted holiday has been granted under clause 24.4(a), the affected employee will work make-up time at times to be agreed without entitlement to overtime payment.

## 25. Additional holiday

25.1 An additional holiday within the Christmas/New Year period will apply according to the following table:

<b>Christmas Day</b>	<b>Additional Day</b>
Sunday	Wednesday 28 December
Monday	Wednesday 27 December
Tuesday	Monday 31 December
Wednesday	Friday 27 December
Thursday	Monday 29 December
Friday	Tuesday 29 December
Saturday	Wednesday 29 December

25.2 The additional holiday will be paid at the employee's ordinary hourly rate.

## **Schedule A—Excluded Parties**

- A.1** Any agencies which are engaged in intelligence gathering and analysis, and the employees of those agencies, including but not limited to:
- (a) The Australian Security Intelligence Organisation; and
  - (b) The Australian Secret Intelligence Service.
- A.2** Employees who are engaged by the Australian Bureau of Statistics under the *Australian Bureau of Statistics Act 1975*.
- A.3** Employees who are engaged to undertake election related duties during an election period as described under paragraph 35(1) of the *Commonwealth Electoral Act 1918* for the purpose of:
- (a) An election, by-election or referenda conducted under the *Commonwealth Electoral Act 1918 or the Referendum (Machinery Provisions) Act 1984*; or
  - (b) A Torres Strait Regional Authority election under Division 5 of Part 3A of the *Aboriginal and Torres Strait Islander Act 2005*;
- A.4** Employees who are engaged under section 13 of the *Governor General Act 1974* as a member of the Governor General’s staff.
- A.5** Employees of the Australian Film, Television and Radio School who were not previously covered by the *Australian Film, Television and Radio School Award 2000* (known as PC1s and PC2s).

Note: PC1 means a film, broadcasting or media freelancer engaged on a short term basis to provide specialist expertise and for whom PAYG taxation deductions are made and PC2 means a company or sole trader.

## **Schedule B—Classifications**

The following descriptions apply to the classifications outlined in clause 12.3.

### **B.1 AG Level 1**

- (a) Employees in the AG Level 1 classification would generally be required to work under close direction to undertake routine and basic tasks against clearly defined and established priorities and procedures.
- (b) Employees at this level are responsible for the completion of allocated tasks within required timeframes and producing work that is subject to close monitoring and checking by more senior staff.
- (c) Such employees may be required to undertake procedural, clerical, administrative support and operational tasks. Employees do not have supervisory or management responsibilities.

### **B.2 AG Level 2**

- (a) Employees in the AG Level 2 classification would generally be required to undertake straightforward tasks and works under routine direction against established priorities and procedures while exercising some autonomy.
- (b) Employees at this level are responsible for the completion of allocated tasks within required timeframes and producing work that is subject to close monitoring and checking by more senior staff.
- (c) Employees may be required to undertake procedural, clerical, administrative support and operational tasks and may provide initial coaching and support to new or less experienced colleagues.

### **B.3 AG Level 3**

- (a) Employees in the AG Level 3 classification would generally be required to undertake straightforward tasks although some tasks may have an element of complexity.
- (b) They work under general direction against established priorities and procedures while exercising some autonomy about how work tasks are performed. Employees at this level are responsible for setting priorities and managing work flow for their role and producing work that is subject to routine monitoring by more senior staff.
- (c) AG Level 3 employees undertake specialist, procedural, clerical, administrative support or operational tasks including some basic research and analysis activities.
- (d) Employees may have a public contact role.
- (e) Work may involve some limited supervision and support of employees at lower levels, as well as on-the-job training of members of a small work team.

#### **B.4 AG Level 4**

- (a) Employees in the AG Level 4 classification would generally be required to undertake tasks of moderate complexity and work under general direction.
- (b) They are accountable for organising their workflow and making decisions within defined parameters relating to the area of responsibility. Employees at this level may exercise some discretion with respect to how legislation, procedures and guidelines are interpreted and applied.
- (c) AG Level 4 employees provide specialist and administrative support that is informed and directed by sound knowledge in specific areas and may undertake some research and analysis activities.
- (d) Employees may have a public contact role and may be required to communicate with and provide advice to a range of external stakeholders.
- (e) Work may involve supervision and leadership of a team with responsibility for coaching and training newer and less experienced members of a small work team.

#### **B.5 AG Level 5**

- (a) Employees in the AG Level 5 classification would generally be required to undertake work that is moderately complex to complex in nature and operate under limited direction.
- (b) They are accountable for organising their workflow and making independent decisions relating to an area of responsibility.
- (c) Employees at this level provide policy advice within an area of specialisation with advice based on policies and legislation.
- (d) Employees undertake specialist or technical research and analysis, conduct investigations, and undertake procedural, clerical, administrative support or operational tasks.
- (e) Employees may have a considerable public contact role and may be required to communicate with and provide advice to a wide variety of customers and external stakeholders.
- (f) Work may include supervision of lower level employees and responsibility for managing staff performance, allocating work and identifying opportunities for on-the-job training.

#### **B.6 AG Level 6**

- (a) Employees in the AG Level 6 classification would generally be required to undertake work that is complex in nature, work under limited direction with the opportunity for reasonable autonomy and accountability.
- (b) Employees at this level exercise both initiative and judgment in the interpretation of policy and in the application of practices and procedures.

- (c) Employees provide detailed technical, professional, and/or policy advice in relation to complex problems and may assist in strategic planning, program and project management and policy development.
- (d) Employees may have a considerable level of public contact in relation to difficult or sensitive issues and may liaise with a range of stakeholders in a representational role.
- (e) Work may involve management responsibilities requiring the setting of priorities and managing workflows.

#### **B.7 AG Level 7**

- (a) Employees in the AG Level 7 classification would generally be required to undertake work that is very complex or sensitive and operate under broad direction.
- (b) They exercise a considerable degree of independence and perform a leadership role.
- (c) Employees at this level exercise sound decision making and judgement to produce high level policy advice.
- (d) Employees engage in complex problem solving and issues management and may coordinate and undertake detailed or sensitive projects that impact on strategic, political or operational outcomes for the employer.
- (e) Employees also responsible for actively managing key stakeholder relationships within and outside the employer and may manage one or more work teams.

#### **B.8 AG Level 8**

- (a) Employees in the AG Level 8 classification would generally be required to undertake work with a high level of complexity or sensitivity and operate under broad direction.
- (b) They exercise a significant degree of independence and perform an important leadership role.
- (c) Employees at this level will be responsible for influencing and developing strategy, policies, priorities and operational practices in support of employer objectives based on high level decision-making and judgement.
- (d) AG Level 8 employees provide a high level of advice to senior management and Ministers as well as coordinating and assuming responsibility for highly complex or sensitive projects or work programs that have strategic, political and/or operational significance.
- (e) Employees are also responsible for initiating, establishing and maintaining strong relationships with key internal and external stakeholders and may lead a work team or teams.



## Schedule C—Classification transitional information

C.1 The following table outlines how classifications from predecessor awards have been transitioned into the classification structure outlined in clause 12.3.

<b>AG Level 1</b>	ASO Class 1 (junior rates apply) GSO Level 2 (junior rates apply) GSO Level 3 GSO Level 4 Cadet practical training (junior rates apply) Australian Hearing Level 1 Tourism Marketing Officer Class 1 (junior rates apply)
<b>AG Level 2</b>	ASO Class 2 GSO Level 5 GSO Level 6 Research Officer Level 1 Technical Officer Level 1 Australian Hearing Level 2 Tourism Marketing Officer Class 2
<b>AG Level 3</b>	ASO Class 3 GSO Level 7 GSO Level 8 Graduate Technical Officer Level 2 Industrial Training Officer Grade 1 Academic Level 1 PO Class 1 Legal 1 Valuer Grade 1 Realisation Officer Grade 1 Australian Hearing Level 3 Tourism Marketing Officer Class 3
<b>AG Level 4</b>	ASO Class 4 ITO Class 1 Research Officer Grade 2 Foreign Affairs Officer Class 1 Industrial Training Officer Grade 2 Public Affairs Officer Grade 1

	<p>Australian Hearing Level 4  Tourism Marketing Officer Class 4</p>
<b>AG Level 5</b>	<p>ASO Class 5  GSO Level 9  Technical Officer Level 3  Professional Officer Class 1  Academic Level 1  Education Officer Class 5  Senior Industrial Training Officer Grade 1  Senior Research Officer Grade 1  Programs Officer  Dentist Class 1  Veterinary Officer Grade 1  Tourism Marketing Officer Class 5</p>
<b>AG Level 6</b>	<p>ASO Class 6  GSO Level 10  Technical Officer Level 4  ITO Class 2  Professional Officer Class 2  Air Safety Investigator Level 1  Senior Industrial Training Officer Grade 2  Senior Research Officer Grade 2  Education Officer Class 6  Foreign Affairs Officer Class 2  Public Affairs Officer Grade 2  Academic Level 2  Research Scientist  Senior Programs Officer  Veterinary Officer Grade 2  Australian Hearing Level 5  Tourism Marketing Officer Class 6</p>
<b>AG Level 7</b>	<p>Legal 1  Academic Level 2  Research Scientist  Senior Officer Grade C  Senior PO Grade C</p>

	<p>Senior ITO Grade C</p> <p>Senior Officer Grade C</p> <p>Senior Technical Officer Grade C</p> <p>Education Officer Class 7</p> <p>Executive Officer (Industrial Training Section)</p> <p>Foreign Affairs Officer Class 3</p> <p>Principal Research Officer</p> <p>Public Affairs Officer Grade 3</p> <p>Valuer Grade 2</p> <p>Valuer Grade 3</p> <p>Principal Programs Officer</p> <p>Australian Hearing Level 6</p>
<b>AG Level 8</b>	<p>Air Safety Investigator Level 2</p> <p>Senior Officer Grade A</p> <p>Senior Officer Grade B</p> <p>Academic Level 3</p> <p>Senior PO Grade B</p> <p>Senior Research Scientist</p> <p>Senior ITO Grade A</p> <p>Senior ITO Grade B</p> <p>Senior Officer Grade B</p> <p>Senior Technical Officer Grade B</p> <p>Legal 2</p> <p>Senior PO Grade A</p> <p>Senior ITO Grade A</p> <p>Senior Officer Grade A</p> <p>Academic Level 4</p> <p>Senior PO Grade A</p> <p>Air Safety Investigator Level 3</p> <p>Principal Research Scientist</p> <p>Academic Level 5</p> <p>Air Safety Investigator Level 4</p> <p>Senior Principal Research Scientist</p> <p>Principal Executive Officer (Industrial Training Section)</p> <p>Education Officer Class 8</p> <p>Foreign Affairs Officer Class 4</p>

Official Receiver (Sydney)  
Senior Public Affairs Officer Grade 1  
Senior Public Affairs Officer Grade 2  
SPO Grade A (Upper)  
Senior Officer (Technical) Grade B;  
Veterinary Officer Grade 3  
Veterinary Officer Grade 4  
Veterinary Officer Grade 5  
Dentist Class 2  
Dentist Class 3  
Dental Specialist  
Valuer Grade 4  
Valuer Grade 5  
Australian Hearing Level 7  
Australian Hearing Level 8

## **Schedule D—Eligible employers for the purposes of redundancy**

**D.1** For the purposes of clause 11.3 the term eligible employer includes, but is not limited to, the following:

- (a) Australia Council of the Arts
- (b) Australian Film, Television and Radio School
- (c) Australian Institute of Marine Science
- (d) Australian Hearing Services
- (e) Australian Maritime Safety Authority
- (f) Australian Prudential Regulation Authority
- (g) Civil Aviation Safety Authority
- (h) National Gallery of Australia
- (i) Special Broadcasting Service Corporation
- (j) Tourism Australia

## **Schedule E—Employment conditions specific to the employees of the Australia Council for the Arts**

### **E.1 Application**

- E.1.1** The provisions of Schedule E covers persons employed by the Australia Council for the Arts (**Australia Council**) unless excluded from coverage under clause 3.3 of this award.
- E.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **E.2 Shift work**

- E.2.1** The provisions of the award with respect to shiftworkers shall not apply to Australia Council. This includes the following provisions of the award:
- (a) clause 2.1 (definition of shiftworker);
  - (b) clause 11.10(d) (Rate of payment – redundancy pay);
  - (c) clause 17.4 (Shiftworkers);
  - (d) clause 18 (Penalty rates – Shiftworkers);
  - (e) clause 19.9 (Overtime – Shiftworkers);
  - (f) clause 20.3(Annual leave); and
  - (g) clause 20.4 (Additional leave for certain shiftworkers).

### **E.3 Restriction duty**

- E.3.1** Reference to restriction duty in this award will not apply to the Australia Council, as detailed in clause 19.13.

### **E.4 Access to part time employment**

- E.4.1** An employee returning to duty from maternity leave will, on application by the employee, be given access to part-time employment.

## **Schedule F—Employment conditions specific to the Australian Film, Television and Radio School**

### **F.1 Application**

- F.1.1** The provisions of Schedule F cover persons employed by the Australian Film, Television and Radio School unless excluded from coverage under clause 3.3 of this award.
- F.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **F.2 Definitions in this schedule**

**AFTRS** means the Australian Film, Television and Radio School.

**Salary barrier** means the minimum hourly rate payable to an employee at the AFTRS Level 7 classification. A classification is ‘below’ the salary barrier where the pay rate for the classification is less than the minimum pay rate payable to an AFTRS Level 7. A classification is ‘above’ the salary barrier where the minimum pay rate is not less than the minimum pay rate payable to an AFTRS Level 7.

### **F.3 Redundancy**

- F.3.1** This clause applies in addition to the provisions contained in clause 11 of the award.
- F.3.2** For the purposes of this clause “ongoing employee” means an employee engaged to be employed on a continuing basis.
- F.3.3** Instead of clauses 11.5 to 11.9 of the award, where AFTRS makes a decision under clause 11 of the award to terminate the employment of an employee in the AFTRS classification stream who is not an ongoing employee, subject to the minimum redundancy payments in the NES the employee will be entitled to a redundancy payment equivalent to one months’ salary for each uncompleted year of their contract of employment to a maximum amount equivalent to 3 months’ salary.
- F.3.4** The maximum sum payable as redundancy pay for employees engaged in the Teaching/Training classification stream is 52 weeks’ salary.

### **F.4 Classifications**

- F.4.1** For the classification structures contained in this Schedule, assessment of the appropriate structures and levels will be consistent with the relevant Work Level Standards in this Schedule.
- F.4.2** Employees engaged in these classifications will perform such duties required as are within the limits of the employee’s skill, competence and training, consistent with the classification structures in this Schedule.
- F.4.3** AFTRS employs two broad categories of employees:
- (a) AFTRS stream employees – who undertake administrative, technical and production based operational support duties, and

- (b) Teaching/Training stream employees – who undertake teaching or training related duties.

## F.5 Minimum pay rates

F.5.1 This clause applies in place of clauses 12.1, 12.2 and 12.3 of the award.

F.5.2 Employees performing work within the classifications listed in this Schedule will be paid not less than the hourly rate applicable to the employee's classification subject to the provisions of clause 14.1(b) of this award (partial performance of higher duties).

F.5.3 The minimum annual salary for a classification is calculated by reference to the following formula:

$$\text{Annual Salary} = \text{Minimum Hourly Pay Rate} \times 73.5 \times (313/12)$$

## F.5.4 AFTRS and Teaching/Training Classifications

The minimum hourly rate for an adult employee performing work in the following classifications is set out in the following table.

Classification Level	Minimum Annual Pay Rate (36.75 hours/week) \$	Minimum Hourly Pay Rate \$
AFTRS level 1	39,531	20.62
AFTRS level 2	42,886	22.37
AFTRS level 3	46,605	24.31
AFTRS level 4	49,615	25.88
AFTRS level 5	53,526	27.92
AFTRS level 6	56,785	29.62
AFTRS level 7	64,837	33.82
AFTRS level 8	68,614	35.79
Teaching/Training level B	60,850	31.74
Teaching/Training level C	72,927	38.04
Teaching/Training level D	83,951	43.79
Teaching/Training level E	102,087	53.25

## F.6 Part Day Travelling Allowance

F.6.1 This clause applies in lieu of the reimbursement provisions provided at clause 13.2 for part day travel.

F.6.2 Part day travelling allowance of **\$47.80** will be paid to an employee who is required to be absent from the employee's usual place of work on official business for a period of not less than 10 hours but who is not absent overnight.



## **F.7 Excess travel time**

**F.7.1** This clause applies in place of clause 13.3(a)(i):

- (a) the employee's salary not exceeding the rate for a AFTRS Level 4.

## **F.8 Higher Duties**

**F.8.1** This clause applies in place of clause 14.2(a) of the award:

- (a) An employee who is directed to perform higher duties will receive a minimum payment of one day's higher duties allowance subject to clause 14.2(b) of the award.

## **F.9 Emergency Duty**

**F.9.1** This clause applies in addition to clause 19.12 of the award:

- (a) Where the CEO determines for health and safety reasons that respite from duty be granted to an employee who has been called up for emergency duty, the employee will be relieved from duty on their next regular period of ordinary duty, without deduction from their salary, for a period not exceeding the number of hours emergency duty worked. The period of relief from duty will not extend into a second day of ordinary duty.
- (b) This clause will not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled ordinary duty to meet an emergency.

## **F.10 Personal/Carer's Leave and Compassionate Leave**

**F.10.1** Clause F.10 applies in addition to clause 21 of the award.

**F.10.2** AFTRS will credit an employee commencing employment with additional Personal/Carer's leave for personal illness or injury if they are eligible for recognition of prior service under the *Long Service Leave (Commonwealth Employees) Act 1972* and they commence duty with AFTRS not more than 2 calendar months after the end of the previous period of employment.

## **F.11 Work Level Standards**

**F.11.1** This clause applies in place of Schedule B to the award.

### **F.11.2 AFTRS Stream Classifications**

#### **(a) Definitions**

- (i) **Under direct supervision** – Employees are usually given a few easily understood instructions with deadlines and priorities for task completion. Work is normally subject to progress checks and the final product or results are usually checked. The employee may be expected to use some judgement in carrying out routine recurring assignments, however deviations, problems or unfamiliar situations not covered in general instructions are referred to the supervisor.

- (ii) **Under close direction / Close technical guidance** – Employees undertake a range of tasks which are routine in nature with limited responsibility for the final outcomes. Detailed technical instructions are given on what is required and the method of approach. Assistance is readily available. Limited discretion is available to select the appropriate means of completing the tasks.
- (iii) **Under general supervision / Technical guidance** – Employees are provided with general instructions usually covering only the broader aspects of the work or where there are unusual situations which do not have clear precedents. Some latitude to select the appropriate method and sequence in completing tasks. Employees normally make involved decisions within the confines of this knowledge. Tasks may be subject to progress checks.
- (iv) **Under limited supervision** – Employees are expected to have a broad trade or subject matter knowledge and wide experience so work is in accordance with broadly based standing instructions requiring little guidance. Progress and performance would normally only be inspected at irregular intervals.
- (v) **Under general direction / limited guidance** – Employees will normally be given a clear statement of objectives for an activity and will require little guidance during the performance of the work. Performance is usually measured in terms of the achievement of stated objectives to agreed standards established by senior management. As competent technically will require little technical guidance.
- (vi) **Under limited direction / broad guidelines** – Employees are provided with a clear statement of overall objectives and the resources available. In conjunction with their supervisor they decide on projects and assignments to be carried out and set deadlines. May work with considerable autonomy. Fully competent and very experienced in a technical sense so rarely require guidance. May contribute to the determination of objectives. Have the authority to plan and carry out assignments.
- (vii) **With technical independence** – Employees are technical specialists responsible for technical policy within their function areas. They have extensive experience within, and a comprehensive knowledge of, their functions so exercise substantial independence and discretion in relation to those functions.
- (viii) **Under broad direction** – Employees are normally given a statement of the most important overall continuing results which must be accomplished in a major category of work. Expected to develop and achieve objectives and standards for specific functions under their control that will ensure the attainment of the results required by senior management.
- (ix) **Straightforward** is work in which tasks or activities are clear cut and directly related to the person's experience and training. Actions or responses to be made can be readily discerned.

- (x) **Moderately complex** requires the application of established principles, practices and procedures in combination to tasks, activities or a function. There may be occasions when assistance will be sought. The work may involve planning.
- (xi) **Very complex** involves the application of a sound knowledge of established principles, practices and procedures as they affect all aspects of a range of activities or a function. Considerable judgement is required and the work requires the bringing together of a range of elements and the determination of a method of approach from a range of alternatives. In-depth technical knowledge and insight may be required.
- (xii) **Particularly complex** involves the application of in-depth technical knowledge to an activity. The work regularly addresses major areas of uncertainty and demands critical choices between alternatives.
- (xiii) **Limited management responsibility** – Responsible for the use, deployment and control of resources within a facility, project team, section or medium sized workshop. Subject to regular liaison with the next level of management. The manager is normally based within the work area concerned.
- (xiv) **Moderate management responsibility** – Responsible for the use, deployment and control of resources within a facility project team, section or large sized workshop. Directs and coordinates the activities of a range of employees working across a function.
- (xv) **High management responsibility** – Exercises considerable independence and discretion in the use, deployment and control of resources, within the limits of an agreed program of work. The work of the functional organisation or facility concerned, regardless of its size, would be critical to a significant program. The positions would be at the highest operational levels of the functional organisation or facility.

(b) **AFTRS 1**

- (i) Employees at this classification work under general supervision and undertake a combination of routine administrative and/or manual duties. The work requires the application of basic skills and routines and may involve liaison with students, employees or members of the public.
- (ii) Employees may assist more senior employees in their work and may be required to exercise some judgement in deciding how tasks are to be performed.
- (iii) Administrative employees at this level have no supervisory responsibilities although more experienced employees may assist new employees by providing guidance and advice, and may assist students in meeting AFTRS' administrative requirements. In some cases employees may be required to perform duties independent of close direction. These duties, however, will be routine in nature.
- (iv) Non-administrative employees at this level may supervise the day-to-day work of less experienced employees or contractors. They may also be

required to operate plant, equipment and vehicles requiring more than a basic level of skill.

**(c) AFTRS 2**

- (i)** Administrative employees at this level work under general direction and their work is subject to regular checks. There is scope for employees to exercise initiative in applying established work practices and procedures. Employees at this level may have a supervisory role including on-the-job training of subordinate employees. Some employees may provide secretarial/administrative support to senior staff.
- (ii)** Non-administrative employees at this level may:
- perform trade work requiring a high level of trade skill under general supervision;
  - employ initiative and judgement above that at the general trades level;
  - operate vehicles and equipment requiring an advanced level of skill under limited direction;
  - under limited supervision, supervise, plan and coordinate the work of a small work team undertaking predominantly a variety of manual tasks;
  - undertake straightforward technical practitioner work under close technical guidance;
  - exercise initiative and judgement in solving day to day operations problems, or
  - maintain records and undertake basic reporting.

**(d) AFTRS 3**

- (i)** Employees at this level usually work under general direction. Problems faced may be complex and require the application of judgement and initiative to resolve.
- (ii)** Employees at this level may be required to plan and coordinate work across a number of areas or activities and apply communication and liaison skills.
- (iii)** Supervisory positions at this level may undertake complex operational work and assist with or review the work undertaken by subordinate employees or other team members. They may be responsible for providing on-the-job training, and undertaking employee assessment and performance counselling.
- (iv)** Employees at this level may perform as technical practitioners where straightforward tasks or activities are undertaken under technical guidance. There may be limited oversight of the work of subordinate non-technical employees.

**(e) AFTRS 4**

- (i)** Employees at this classification level usually work under general direction within clear guidelines on functions requiring the application of knowledge, skills and techniques appropriate to the AFTRS' activities. Work may cover a range of tasks involving administration or services relevant to students, other employees, or administration support to senior staff together with provision of on-the-job training for subordinate employees.
- (ii)** Supervisors at this level monitor work practices and work flow, set priorities within a work area, develop local procedures, and supervise and develop staff.
- (iii)** Work at this level may include interpreting AFTRS practices, procedures, guidelines and instructions or legislation regulations and other material relating to AFTRS operations.
- (iv)** Employees at this level may be required to communicate within parameters decided by senior management.

**(f) AFTRS 5**

- (i)** Employees at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with AFTRS' objectives.
- (ii)** Work at this level may include preparing preliminary papers, drafting complex correspondence for senior staff, undertaking tasks of a specialist or detailed nature, and providing or interpreting information for students or other interested parties.
- (iii)** Employees at this level may exercise specific process responsibilities including overseeing and coordinating the work of subordinate employees together with on-the-job training.
- (iv)** Employees at this level may supervise and develop staff, set priorities, monitor work flow, and develop local strategies or work practices.
- (v)** Employees in this classification are required to negotiate and liaise with clients or other interested groups and must have strong liaison and communication skills.
- (vi)** Employees at this level may be required to investigate, interpret or evaluate information where legislation regulations, instructions or procedural guidelines do not give adequate or specific answers.
- (vii)** Technical staff at this level perform moderately complex tasks as technical practitioners under limited guidance.
- (viii)** Production staff at this level have extensive experience in relevant areas and exercise a high degree of initiative, independent judgement and leadership in solving complex operational problems.

**(g) AFTRS 6**

- (i)** Employees at this classification level may manage the operations of a Section under general direction to achieve results in line with the AFTRS objectives.
- (ii)** Supervision at this level may include exercising technical or professional skills or judgement, providing on-the-job training, identifying training and development needs, monitoring performance, as well as setting priorities, monitoring work flow, developing local strategies, and allocating resources.
- (iii)** Employees at this level may be required to undertake research, prepare papers, investigate and present information with recommendations for decision by senior staff, draft responses to complex correspondence, and undertake tasks of a technical nature.
- (iv)** Employees at this level may be required to represent AFTRS within parameters established by senior management.
- (v)** Technical employees at this level are technical practitioners, specialists or managers. They undertake very complex activities with limited guidance and moderately complex activities are undertaken within broad guidelines.

**(h) AFTRS 7**

- (i)** Employees at this level work under general direction, usually manage the operations of an organisational element, undertake a management function, or provide administrative technical or professional support to a particular program, activity or service.
- (ii)** Employees at this level may provide advice including policy, administrative, technical or professional. They undertake tasks related to the management or administration of a program or activity including high level research, project management, policy development or drafting of submissions.
- (iii)** Employees at this level generally liaise with other government agencies, community organisations, industry bodies, or other organisations or individuals on behalf of AFTRS and may represent AFTRS at meetings, conferences or seminars.
- (iv)** Supervisors at this level are required to manage, assess, train and develop staff.

**(i) AFTRS 8**

- (i)** Employees at this classification level usually work under the broad direction of a Senior Executive and control an organisational element involved in the administration or coordination of a specific program, activity or support function.

- (ii) Employees at this level contribute to the development, carriage and marketing of new policies and/or devising new ways of adapting AFTRS' existing strategies to new or externally generated requirements.
- (iii) Employees at this level may: develop policy; provide high level policy, financial, specific subject matter or administrative advice, or undertake high level project work.
- (iv) Employees at this level are required to actively represent AFTRS with external parties, including government, often to completion.

### **F.11.3 Teaching/Training Stream Classifications**

#### **(a) Teaching/Training B**

- (i) Employees at this level make a contribution to the departmental teaching function, contribute to research and professional activities, and keep up to date with industry developments and trends.
- (ii) Teaching and training related duties at this level may include:
  - conducting tutorials, practical classes, demonstrations, workshops and student productions;
  - conducting investigations into current developments in the screen and broadcasting industries;
  - initiation and development of course materials;
  - preparation and delivery of lectures and seminars;
  - consultation with and supervision of students;
  - marking and assessing;
  - conduct of research, and
  - involvement in professional activity.
- (iii) Employees at this level will undertake administrative tasks and may participate in management.

#### **(b) Teaching/Training C**

- (i) Employees at this level are expected to make a significant contribution to the teaching function of the department and to play a major role in the department's teaching, research and professional activities.
- (ii) Employees at this level provide academic leadership to less senior employees.
- (iii) Teaching and training related duties at this level may include:
  - conducting tutorials, practical classes, demonstrations, workshops and student productions;
  - conducting investigations into current developments in the screen and broadcasting industries;

- development of components of curriculum/programs of study;
- preparation and delivery of lectures and seminars;
- supervision of students' training development;
- marking and assessment;
- student consultation;
- conduct of research as appropriate and/or provision of leadership of a research team, and
- contribution to the profession.

(iv) Employees at this level will undertake administrative tasks and participate in management.

**(c) Teaching/Training D**

(i) Employees at this level are expected to make a major contribution to all activities of the department and/or the profession and/or AFTRS.

(ii) Employees at this level will provide academic leadership and have supervisory responsibilities for less senior employees.

(iii) Teaching and training related duties at this level may include:

- conducting tutorials, practical classes, demonstrations, workshops and student productions;
- conducting investigations into current developments in the screen and broadcasting industries;
- developing curriculum/programs of student;
- initiation and development of course material;
- course coordination;
- marking and assessment;
- preparation and delivery of lectures and seminars;
- supervision of students, and
- student consultation.

(iv) Employees at this level will conduct research including, where appropriate, leadership of a research team, liaise with other screen and broadcast educational institutions, and contribute to the profession including leadership.

(v) Employees at this level will undertake administrative tasks and have a major role in AFTRS management.



**(d) Teaching/Training E**

- (i)** Employees at this level provide academic leadership to AFTRS evidenced through contributions to teaching, research, and professional activities.
- (ii)** Employees at this level display a continuing high level of personal commitment to, and achievement in, a particular scholarly area and remain up to date with industry developments and trends.
- (iii)** Employees at this level participate and provide leadership in community affairs, particularly those related to screen and broadcasting disciplines in professional, commercial and industrial sectors where appropriate.

**F.12 Adjustment of Allowances**

**F.12.1 Adjustment of expense related allowances**

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

<b>Allowance</b>	<b>Clause</b>	<b>Applicable Consumer Price Index figure</b>
Part day travelling allowance	F.6.2	All groups

## **Schedule G—Employment conditions specific to employees of the Australian Institute of Marine Science**

### **G.1 Application**

**G.1.1** The provisions of Schedule G only cover employees employed by the Australian Institute of Marine Science.

**G.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **G.2 Moving Household**

**G.2.1** Where an employee is transferred at the same or lower classification and it is necessary for the employee to move household to a new locality, the employee will be entitled to all reasonable expenses associated with that move.

### **G.3 Access to part time employment**

**G.3.1** An employee returning to duty from maternity leave will, on application by the employee, be given access to part-time employment.

## **Schedule H—Employment conditions specific to employees of Australian Hearing Services**

### **H.1 Application**

**H.1.1** The provisions of Schedule H only cover employees employed by Australian Hearing Services (**Australian Hearing**).

**H.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **H.2 Restriction duty**

Employees in classifications above the salary barrier remain eligible to receive an allowance pursuant to clause 19.13 of the award. For the avoidance of doubt, any such employees must satisfy all other applicable eligibility requirements before they qualify for payment of the allowance.

### **H.3 Overtime and time off in lieu**

**H.3.1** This clause supplements the overtime and time off in lieu provisions of the award.

**H.3.2** Where Australian Hearing and the employee agree, time off in lieu may also be granted in lieu of overtime provided for under the award on an hour-for-hour basis with an entitlement to a residual payment. For example, three hours' time off plus three hours pay at half time, in lieu of three hours overtime at time and a half.

### **H.4 Shift work**

**H.4.1** The provisions of the award with respect to shiftworkers shall not apply to Australian Hearing. This includes the following provisions of the award:

- (a) clause 2.1 (definition of shiftworker);
- (b) clause 11.10(d) (Rate of payment – redundancy pay);
- (c) clause 17.4 (Shiftworkers);
- (d) clause 18 (Penalty rates – Shiftworkers);
- (e) clause 19.9 (Overtime – Shiftworkers);
- (f) clause 20.3 (Annual leave); and
- (g) clause 20.4 (Additional leave for certain shiftworkers).

### **H.5 Part-day travelling allowance**

**H.5.1** This clause applies in lieu of the reimbursement provisions provided at clause 13.2 for part day travel.

**H.5.2** An employee who is required to be absent from the employee's usual place of work on official business for a period of not less than 10 hours but is not absent overnight, may be paid a part-day travelling allowance of **\$54.23** per day.

## H.6 Community language allowance

**H.6.1** Where, in providing client or staff services, Australian Hearing determines there is a continuing need to utilise an employee's particular language skills for communication, (in languages other than English or utilising deaf communication skills), and the employee's language competence is of the standard set out in the following table, an allowance is payable in accordance with the rate adjacent to that standard.

<b>Standard</b>	<b>Level of competence</b>	<b>Rate per annum</b> <b>\$</b>
<b>CLA rate 1</b>	An employee who: passes the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (NAATI); or is recognised by NAATI to possess equivalent proficiency; or is assessed to be at the equivalent level by an individual or body approved by the employer; or is waiting to be assessed by the above means and whose supervisor certifies that the employee uses the language skills to meet operating requirements of the workplace, until such time as assessment is completed.	967.15
<b>CLA rate 2</b>	An employee who: is accredited or recognised by NAATI at the Paraprofessional Interpreter level or above; or is assessed to be at the equivalent levels by an individual or body approved by the employer.	1934.28

## H.7 Parental leave

**H.7.1** Parental leave is provided for in the NES. The following provisions supplement the NES entitlement.

**H.7.2** An employee is an eligible employee for the purposes of the provisions of this clause if:

- (a) the employee is a part-time or full-time employee; and
- (b) the employee has at least 12 months' continuous service with Australian Hearing.

- H.7.3** For the purpose of this clause, continuous service includes the employee's period of employment with Australian Hearing and prior employment that is continuous with Australian Hearing employment, as follows:
- (a) employment under the *Public Service Act 1999*;
  - (b) employment with an authority prescribed by the Maternity Leave Regulations;
  - (c) employment as a person described under the Maternity Leave Regulations; or
  - (d) employment with an employing authority established for a public purpose by a Commonwealth statute.
- H.7.4** An eligible employee who is the primary caregiver to their child will be entitled to up to 12 weeks' paid parental leave after the birth of their child.
- H.7.5** The rate of pay for the period of paid absence will be calculated as for personal / carer's leave on full pay.
- H.7.6** Where an employee on parental leave applies for paid leave at any time after the expiration of the required absence, and is eligible for that leave, the application will be granted.
- H.7.7** Periods of paid leave during parental leave will count as service for all purposes. For employees with less than 12 months' qualifying service, the first 12 weeks of parental leave will count as service for all purposes, whether or not the leave is with pay. Otherwise, periods of unpaid parental leave will not count as service for any purpose but do not break an employee's continuity of service.
- H.7.8** An employee returning to duty from maternity leave will, on application by the employee, be given access to part time employment.
- H.8 District Allowance**
- H.8.1** An employee residing in a locality listed in H.8.6 is entitled to be paid district allowance.
- H.8.2** The annual rate at which district allowance is payable to an employee is specified in H.8.7.
- H.8.3** **Eligible dependant / eligible partner** is a dependant or partner who resides with the employee and whose income, if any, is less than \$19,703.65 per annum.
- H.8.4** An employee with a spouse or partner who is also entitled to the payment of district allowance under H.8.1 will be regarded as an employee without dependants for the calculation of district allowance.
- H.8.5** Where an employee is entitled to the payment of district allowance on the day immediately prior to the commencement of a period of annual leave, the payment of district allowance will continue during the annual leave, irrespective of where the employee resides during the leave.

### H.8.6 Localities for district allowance purposes

<b>Grade A</b>	<b>Grade B</b>
Broken Hill (NSW)	Alice Springs (NT)
Atherton (Qld)	Darwin (NT)
Cairns (Qld)	
Innisfail (Qld)	
Townsville (Qld)	

### H.8.7 Rates of district allowance

<b>District Allowance Grade</b>	<b>Employee with 1 or more eligible dependants and / or partner</b>	<b>Employee without eligible dependants</b>
	<b>\$</b>	<b>\$</b>
A	1949.67	981.29
B	4712.77	2569.43

**H.8.8** This clause H.8 District Allowance ceases to operate at the end of the period of 4 years starting on the day on which this award commences.

## H.9 Removal expenses

### H.9.1 Eligible relocated employee means:

- (a) an employee relocated from one locality to another:
  - (i) in the interest of Australian Hearing or on promotion;
  - (ii) on account of an illness which justifies the relocation;
  - (iii) on transfer to a locality listed in H.8.6;
  - (iv) after the employee has been stationed at one or more of the localities listed in H.8.6 for a continuous period of not less than three years;
  - (v) upon a disciplinary transfer to other duties;
  - (vi) in the case of an excess employee, on transfer at the same or lower classification; or
- (b) an employee transferred from one locality to another for a period of not less than 13 weeks as a result of a temporary assignment of duties at a higher classification.

### H.9.2 An eligible employee is entitled to be paid:

- (a) the cost of conveyance of the employee, dependants and partner by the most economical means;
- (b) the reasonably incurred cost of removal of furniture and household effects of the employee, dependants and partner; and

- (c) the reasonably incurred expenses in kennelling and transporting a pet or pets, to a total amount not exceeding **\$176.53**;
- (d) from the locality resided in immediately prior to the relocation to the new locality.

**H.9.3** Where Australian Hearing has authorised that travel under clause H.9.2 may be undertaken by private motor vehicle, the employee will be entitled to payment under clause 13.1 of the award.

**H.9.4** Where an employee retires or dies, Australian Hearing may authorise the payment of the expenses reasonably incurred by the employee, dependants and partner of the employee in respect of conveyance and removal of furniture and household effects.

**H.9.5 Other employees**

Where an employee engaged for a specified term or a specified task who has been continuously employed by Australian Hearing, and whose costs of conveyance and removal on engagement were met by Australian Hearing ceases employment, other than as the result of disciplinary action, resignation or application to relocate from a remote locality, Australian Hearing may authorise a discretionary payment of reasonable conveyance and removal costs to the employee’s residence prior to engagement.

**H.9.6 Disturbance allowance**

Where the household effects of an eligible employee under H.9 are removed from one locality to another as a consequence of the employee’s relocation for a period of not less than 12 months, the employee will be paid the following:

- (a) a single allowance to offset non-reimbursed costs associated with the removal in accordance with the rates set out in the following table:

	\$
Employee without dependents or partner	543.58
Employee with one or more dependants or partner	1136.23
Full-time student(s) / dependent child(ren)	215.63 additional per child

- (b) reimbursement of reasonably incurred costs associated with the connection or reconnection of a telephone service at the new locality if the employee had a telephone service at the previous locality; and
- (c) reimbursement of expenses incurred in respect of one motor vehicle owned by the employee for stamp duty on registration, establishment fee for the transfer of the employee’s driving licence, and establishment fee for the transfer of the vehicle’s registration.

**H.9.7** The provisions of this clause will not apply to an employee eligible to be reimbursed for the cost of conveyance and removal under H.9.1(b).

## **H.10 Remote localities leave fares - reimbursement**

### **H.10.1 Definitions**

In this clause:

**certified duties** means duties, the performance which Australian Hearing has certified in writing as critical to the operating efficiency of the agency.

- (a) **eligible dependant / eligible partner** is a dependant or partner of the employee who resides with the employee, and whose income (if any) is less than \$19,703.65 per annum;
- (b) **fare** means air fare;
- (c) **leave fare** means:
  - (i) cost of return fares to the nearest capital city; or
  - (ii) in respect of clauses H.10.2(g) and H.10.2(h), where travel is between the former capital city of the employee and the new locality, cost of return fares reasonably incurred; or
  - (iii) in respect of clauses H.10.2(g) and H.10.2(h), where travel is to a destination other than the former capital city, the amount payable had the travel been from the new location to the former capital city;
- (d) the **nearest capital city** means:
  - (i) where the employee is stationed in the Northern Territory - Adelaide; or
  - (ii) in any other case - the capital city of the State which is the closest in distance to the employee's usual place of work; and
- (e) **period of service at locality** means service at the locality or at another locality listed in H.10.3 which is continuous with the present period of service at the locality (other than a period of service exceeding one week for which the employee is not entitled to be paid salary).

### **H.10.2 Eligibility**

- (a) An employee at a remote locality listed in H.10.3 is entitled to fares assistance to travel from and return to the locality for leave of absence. The employee is also entitled to fares assistance for eligible dependants or an eligible partner to travel from and return to the locality.
- (b) An employee permanently stationed at a locality listed in Grade A of H.10.3 is entitled to be reimbursed for a leave fare once each year for the employee and each eligible dependant or eligible partner. The leave fare accrues on arrival at the locality.
- (c) An employee permanently stationed at a locality listed in Grade B of H.10.3 is entitled to be reimbursed for a leave fare once every two years for the employee and each eligible dependant or eligible partner. The leave fare accrues on arrival at the locality.



- (d) An employee stationed for a fixed period not exceeding two years and three months at a locality listed in Grade A of H.10.3 is entitled to be reimbursed for a leave fare in respect of the first year of service at the locality for the employee and each eligible dependant or eligible partner.
- (e) An employee stationed for a fixed period which exceeds two years and three months at a locality listed in Grade A of H.10.3 is entitled to a leave fare in respect of each year of service, other than the final year of service, at the locality for the employee and each eligible dependant or eligible partner.
- (f) An employee stationed for a fixed period which exceeds two years and three months at a locality listed in Grade B of H.10.3 is entitled to a leave fare in respect of each two years of service, other than the final two years of service, at the locality for the employee and each eligible dependant or eligible partner.
- (g) On completion of the fixed period an employee is entitled to be reimbursed costs of fares from the usual place of work to the former capital city for the employee and each eligible dependant or eligible partner.
- (h) An employee who is moved on completion of the fixed period to a locality other than his former capital city will be reimbursed the cost of reasonable fares:
  - (i) from the usual place of work to the former capital city; and
  - (ii) from the former capital city to the new locality.
- (i) An employee temporarily stationed at a locality listed in Grade A of H.10.3, who will continue to be stationed at the locality at the end of the leave of absence, is entitled to a leave fare in respect of the second year and each subsequent year of the present period of service at the locality for the employee and each eligible dependant or eligible partner.
- (j) An employee temporarily stationed at a locality listed in Grade B of H.10.3, who will continue to be stationed at the locality at the end of the leave of absence, is entitled to a leave fare in respect of each two years of the employee's present period of service, other than the first two years of service at the locality for the employee and each eligible dependant or eligible partner.
- (k) Where an employee who has not utilised all or part of two previously accrued entitlements becomes eligible for a third entitlement to reimbursement of airfares under H.10.2(b) to H.10.2(h), the first entitlement, or any remaining part of the first entitlement, will lapse.

**H.10.3 Classification of localities for leave fare purposes**

<b>Grade A</b>	<b>Grade B</b>
Alice Springs (NT) Darwin (NT)	Atherton (Qld) Cairns (Qld) Innisfail (Qld) Townsville (Qld)

#### H.10.4 Reunion visits

- (a) Where an employee performs certified duties for a fixed period, has dependants and/or a partner residing at the former locality, and is not accompanied by the dependants and/or the partner, the employee will be entitled to reimbursement for the cost of travel for the purpose of reunion with the dependants and/or the partner.
- (b) Under clause H.10.4(a), the employee may elect to be reimbursed an amount equal to six reunion visits by economy class return travel by air in any one year commencing on the day that the employee commenced the term transfer.
- (c) Australian Hearing may authorise travel for the purpose of reunion to a locality other than the former locality, provided that the employee pays the amount (if any) by which the cost of fares to the other locality exceeds the cost of the economy class air travel to the former locality.

#### H.10.5 Travel other than by air

Where Australian Hearing authorises travel under this clause other than by air, the employee will be entitled to:

- (a) the payment of an allowance under clause 13.1 of the award, where travel is by private motor vehicle; and
- (b) where travel is other than by use of a private motor vehicle, the employee is entitled to the lesser of:
  - (i) reimbursement of costs reasonably incurred; or
  - (ii) the amount the employee would have been entitled to be reimbursed had travel been by air.

### H.11 Adjustment of Allowances

#### H.11.1 Adjustment of wage related allowances

- (a) Wage related allowances in this Schedule H are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

- (b) **Summary of wage related allowances**

<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Community language allowance – CLA rate 1	H.6.1	Yearly	967.15	4,424.31
Community language allowance – CLA rate 2	H.6.1	Yearly	1,934.28	8,848.48

<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
District Allowance – Eligible dependant/eligible partner income	H.8.3	Yearly income less than	19,703.65	90,135.64
District Allowance – Eligible dependant/eligible partner income	H.10.1(a)	Yearly income less than	19,703.65	90,135.64

### **H.11.2 Adjustment of expense related allowances**

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

<b>Allowance</b>	<b>Clause</b>	<b>Applicable Consumer Price Index figure</b>
Part day travelling allowance	H.5	All Groups
District Allowance	H.8.7	All Groups
Pet kennelling and transport	H.9.2(c)	Transport
Disturbance allowance	H.9.6(a)	All Groups

## Schedule I—Employment conditions specific to the Australian Maritime Safety Authority

### I.1 Application

**I.1.1** The provisions of Schedule I only cover employees employed by the Australian Maritime Safety Authority.

**I.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### I.2 Definitions in this schedule

**AMSA** means the Australian Maritime Safety Authority.

**Salary barrier** as defined in clause 2.1 will mean the minimum annual salary payable to an employee at the AMSA Level 6 classification. A classification is 'below' the salary barrier where the pay rate is less than the minimum pay rate payable to an AMSA Level 6 classification. A classification is 'above' the salary barrier where the minimum pay rate is not less than the minimum pay rate payable to an AMSA Level 6 classification.

**Chief Executive Officer** means the person appointed by the Minister to the office of Chief Executive Officer in accordance with the *Australian Maritime Safety Authority Act 1990* (as amended).

### I.3 Redundancy

**I.3.1** For the purpose of determining a redundancy payment under clause 11.6 if this award, 'continuous service' will include continuous Commonwealth service, as defined in the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)*.

**I.3.2** Any period of service that ceased in any of the following ways will not count as service for redundancy pay purposes:

- (a) redundancy;
- (b) retirement on grounds of invalidity;
- (c) inefficiency;
- (d) loss of mandatory qualifications;
- (e) abandonment of employment;
- (f) dismissal;
- (g) termination of probation appointment for reasons of unsatisfactory service;
- (h) voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit.

**I.3.3** Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.

**I.3.4** An employee will not be eligible for the entitlements under clause 11 of this award (redundancy) where they have not been an employee for twelve months continuously.

#### **I.4 Higher duties allowance**

**I.4.1** Where an employee is directed to temporarily perform duties at a higher classification level for at least one full day, the employee will be paid an allowance equal to the difference between the employee's own salary and the salary they would receive if promoted to the higher classification.

**I.4.2** Payment of higher duties allowance will be in accordance with the following:

- (a) where an employee does not perform all the duties of the higher classification, the amount of higher duties to be paid is to be determined by the Chief Executive Officer; and
- (b) an employee who temporarily performs the duties of a higher classification which attracts different conditions of service to those of an employee's normal classification will receive the conditions of service of the temporary classification.

**I.4.3** Higher duties allowance counts as salary for the purposes of calculating meal allowances and overtime.

**I.4.4** Higher duties allowance will continue to be paid for any leave or public holidays during the period of temporary performance.

#### **I.5 Field Allowance**

**I.5.1** A Navigational Services workshop employee paid below the salary barrier who undertakes work in the field in respect of the construction and maintenance of aids to navigation is eligible for field allowance of **\$28.87** per day.

**I.5.2** This payment consolidates allowances related to excess travelling time, disability allowance, first aid allowance and all other industry allowances.

**I.5.3** The payment of field allowance is based on the following conditions:

- (a) payment is applicable when undertaking activities in the field for a period exceeding four hours (including travelling time);
- (b) the allowance will be payable when an employee is on duty in the field including weekends and public holidays;
- (c) the employee will be required to undertake a minimal first aid training course paid for by AMSA and the employee will then be responsible for maintaining a first aid certificate at AMSA's cost; and
- (d) travel for scheduled work does not attract overtime payments at any time.

**I.5.4** Where a Navigational Services workshop employee travels by sea and does not receive payment for excess travelling time the employee will be credited with time in lieu up to one full shift in respect of each Saturday, Sunday or public holiday worked.

**I.5.5** No payment will be made for time in lieu credited to an employee if that employee resigns or is terminated for any other reason.

## **I.6 International Labour Organization (ILO) Convention 147**

**I.6.1** In addition to the annual rates of pay prescribed in this schedule, an employee performing duties in connection with ILO 147 (as amended from time to time) will be paid an allowance of:

(a) **\$7,574.24** where employed in an AMSA Port Office; and

(b) **\$5,851.28** where employed in AMSA's Canberra Office.

**I.6.2** An employee required to work on surveys, inspections and compass adjustments in accordance with the *Navigation Act 2012* (as amended from time to time) outside normal hours of duty will be paid a minimum payment of three hours at the appropriate overtime rate for each separate attendance. Any time in excess of three hours will be paid at double time, calculated to the nearest fifteen minutes.

**I.6.3** Time spent travelling to and from the place of work is included in the calculation of time worked in respect of clause 14 of this award (higher duties).

**I.6.4** Mandatory qualifications for employees covered by this clause are as prescribed by AMSA with reference to guidelines issued by the International Maritime Organization.

## **I.7 Vehicle allowance**

An employee of the Australian Maritime Safety Authority will not be eligible for a vehicle allowance included at clause 13.1 of this award. As such an employee will not be required to use their own vehicle in the performance of their duties.

## **I.8 Travelling reimbursement**

An employee of the Australian Maritime Safety Authority will not be eligible for a travelling reimbursement included at clause 13.2 of this award.

## **I.9 Excess travel time**

**I.9.1** An employee will not be eligible for payment for excess travelling time under 13.3 of this award where:

(a) The employee is classified at the AMSA Level 4 classification or higher; or

(b) The employee is in receipt of the field allowance under I.5.

## **I.10 Shift work**

**I.10.1** Ordinary hours of duty for an employee working shift work will not exceed an average of 36.75 hours per week and any one shift will not exceed twelve hours of duty including handover and takeover arrangements.

**I.10.2** Introduction of shift work or a new roster or arrangement of shift cycles, may be approved, after consultation with the relevant unions and employees. Employees will be given a minimum seven days prior notice before the introduction of a new roster.

**I.10.3** Shiftworkers can exchange shifts or rostered days off by mutual agreement with the consent of the Chief Executive Officer provided that the arrangement does not give any employee an entitlement to an overtime payment.

**I.10.4 Penalty payments–shift work**

- (a) An employee who is rostered and performs ordinary duty between midnight Sunday and midnight Friday and a part of that duty falls between the hours of 6.00 p.m. and 6.30 a.m., will be paid an additional 15 per cent of salary for that shift.
- (b) Where an employee is required to work ordinary hours continuously for a period exceeding four weeks, on a shift falling wholly within the hours of 6.00 p.m. and 8.00 a.m., the employee will be paid an additional 30 per cent of salary for that shift.
- (c) An employee who is rostered and performs ordinary duty between midnight on Friday and midnight on Saturday will be paid an additional 50 per cent of salary for that shift.
- (d) An employee who is rostered and performs ordinary duty between midnight Saturday and midnight on Sunday will be paid an additional 100 per cent of salary for that shift.
- (e) An employee who is rostered and performs ordinary duty between midnight on the day preceding a public holiday and midnight on a public holiday will be paid an additional 150 per cent of salary for that shift.

**I.10.5 Overtime–shift work**

- (a) For overtime duty performed on a Saturday, payment will be made at the rate of double time.
- (b) For overtime duty performed on a Sunday, payment will be made at the rate of double time.
- (c) For overtime duty performed on a public holiday, payment will be made at the rate of double time and one half.
- (d) An employee who has been required to perform duty additional to their prescribed hours of duty for the week a full day's duty on Sunday will, wherever practicable, be granted a day off during the six days following that Sunday, and in such cases, the payment for Sunday attendance will be one day's pay.
- (e) The provisions of this clause do not apply to employees in classification levels above the salary barrier, except with the approval of the Chief Executive Officer.
- (f) **24 hour limit:** Except at the regular change-over of shifts an employee should not be required to work more than one shift in each 24 hours.

### **I.10.6 Rest relief after overtime**

The provisions of clause 19.10 of this award (rest period after overtime) do not apply to employees in classification levels above the salary barrier except with the approval of the Chief Executive Officer.

### **I.11 Emergency duty**

**I.11.1** Where an employee is called on duty for the purpose of emergency duty under clause 19.12, the time for which payment is made will include time spent travelling to and from duty.

**I.11.2** When an employee is called on duty for the purpose of emergency duty, payment will be made on the following basis:

<b>For emergency duty performed on:</b>	<b>Minimum time:</b>	<b>Rate (as a percentage of the employee's ordinary hourly rate)</b>
Monday to Saturday	2 hours	200%
Sunday	3	200%
Public Holiday		250%

**I.11.3** For health reasons, where an employee has undertaken emergency duty, the employee may be granted paid time off from work equal to the number of hours of extra duty worked.

**I.11.4** Clause I.11.3 of this schedule will not apply to employees whose duty for the day is varied by alteration of the commencement of the rostered shift as a result of an emergency.

### **I.12 Restriction duty**

**I.12.1** For each hour or part thereof that an employee is restricted outside their ordinary hours of duty, the employee will be paid an allowance in accordance with clause 19.13 of this award, with applicable allowance also payable for time restricted on rostered days off.

**I.12.2** An allowance equivalent to 15% of the employee's hourly rate of salary will be paid for each hour restricted on an employee's rostered days off.

### **I.13 Annual leave—remote locality employees**

**I.13.1** An employee working in Cairns, Darwin, Karratha or Port Hedland will be entitled to additional paid leave equivalent to the amounts listed in clause I.13.2.

**I.13.2** Additional leave for remote locality employees will be based on the employee's location and will accrue daily as follows:

- (a) Cairns: 2 days per year
- (b) Darwin: 5 days per year
- (c) Karratha: 5 days per year
- (d) Port Hedland: 5 days per year



**I.13.3** An employee and any dependants or partner located in Karratha or Port Hedland will be entitled to a return airfare to Perth for a leave of absence once a year.

**I.13.4** An employee and any dependants or partner located in Cairns will be entitled to a return airfare to Brisbane for leave of absence once every two years.

#### **I.14 Jury service**

**I.14.1** An employee may be granted leave of absence with pay to attend court as a juror.

**I.14.2** Leave of absence granted under this clause will count as service for all purposes.

#### **I.15 Ceremonial leave**

**I.15.1** Ceremonial leave without pay may be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

(a) connected with the death of a member of the immediate family or extended family; or

(b) for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

**I.15.2** The maximum period of ceremonial leave that may be granted to an employee is 10 days in any period of two years.

**I.15.3** Ceremonial leave granted is in addition to compassionate leave granted under clause 21 of this award, and does not count as service for any purpose.

#### **I.16 Leave to attend industrial proceedings**

**I.16.1** Leave of absence for preparation of cases pursuant to the operation of Clause 8 of this award (dispute resolution) will be without pay and will not exceed 3 months in any 12 months.

**I.16.2** Leave of absence with full pay will be granted to any employee summoned as a witness in arbitration proceedings undertaken in the Fair Work Commission.

**I.16.3** Leave of absence granted to attend industrial proceedings will count as service for all purposes.

#### **I.17 Australian Maritime Safety Authority classifications**

**I.17.1** The following clauses replace clauses 12.1 – 12.5 of the award relating to Minimum Wages.

**I.17.2** Employees performing work within the classifications listed in clause I.17.4 of the schedule will be paid not less than the hourly rate applicable to the employee's classification.

**I.17.3** The minimum annual salary for a classification is calculated by reference to the following formula:

Annual Salary + Minimum Hourly Pay Rate x 73.5 x (313/12)

**I.17.4** The minimum hourly pay rate for an adult employee performing work in the following classifications, other than an employee performing work covered by clause I.17.5 of this schedule is set out in the following table:

<b>Classification Level</b>	<b>Pay point</b>	<b>Annual salary \$</b>	<b>Hourly rate (inclusive of leave loading) \$</b>
<b>AMSA Level 7</b>	1 <sup>st</sup> Point	88,111	45.96
	Minimum	86,673	45.21
<b>AMSA Level 6</b>	4 <sup>th</sup> point	83,989	43.81
	3 <sup>rd</sup> point	79,618	41.53
	2 <sup>nd</sup> point	75,247	39.25
	1 <sup>st</sup> point	70,876	36.97
	Minimum	65,163	33.99
<b>AMSA Level 5</b>	5 <sup>th</sup> point	61,616	32.14
	4 <sup>th</sup> point	60,140	31.37
	3 <sup>rd</sup> point	58,664	30.60
	2 <sup>nd</sup> point	57,188	29.83
	1 <sup>st</sup> point	55,692	29.05
	Minimum	54,216	28.28
<b>AMSA Level 4</b>	4 <sup>th</sup> point	53,334	27.82
	3 <sup>rd</sup> point	52,107	27.18
	2 <sup>nd</sup> point	50,880	26.54
	1 <sup>st</sup> point	48,465	25.28
	Minimum	46,375	24.19
<b>AMSA Level 3</b>	4 <sup>th</sup> point	47,104	24.57
	3 <sup>rd</sup> point	45,187	23.57
	2 <sup>nd</sup> point	44,362	23.14
	1 <sup>st</sup> point	43,270	22.57
	Minimum	42,138	21.98
<b>AMSA Level 2</b>	3 <sup>rd</sup> point	41,161	21.47
	2 <sup>nd</sup> point	40,010	20.87
	1 <sup>st</sup> point	38,898	20.29
	Minimum	37,633	19.63

<b>Classification Level</b>	<b>Pay point</b>	<b>Annual salary \$</b>	<b>Hourly rate (inclusive of leave loading) \$</b>
<b>AMSA Level 1</b>	3 <sup>rd</sup> point	37,001	19.30
	2 <sup>nd</sup> point	35,946	18.75
	1 <sup>st</sup> point	34,911	18.21
	Minimum	33,837	17.65

**I.17.5** Employees who are younger than 21 years of age and who are employed in the AMSA Level 1 classification will be paid an annual salary calculated, to the nearest dollar, by applying the percentages specified below to the minimum salary point of the AMSA Level 1 classification:

Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

**I.17.6 Pay point progression within a salary band**

- (a) An employee is required to participate in an annual performance review. This appraisal will be the basis for assessing whether an employee is eligible for progression to a higher salary point within the applicable salary band.
- (b) An employee's progression through a classification's salary band is not automatic. Progression may be deferred or refused by the employer.

**I.18 Adjustment of Allowances**

**I.18.1 Adjustment of wage related allowances**

- (a) Wage related allowances in this Schedule I are adjusted in accordance with increases to wages and are based on a percentage of the standard rates as specified.

**(b) Summary of wage related allowances**

<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Field allowance	I.5.1	Per day	28.87	132.08
International Labour Organization allowance – port office	I.6.1(a)	Annually	7,574.24	34,648.85
International Labour Organization allowance – Canberra office	I.6.1(b)	Annually	5,851.28	26,767.07

## **Schedule J—Employment conditions specific to employees of the Australian Prudential Regulation Authority**

### **J.1 Application**

**J.1.1** The provisions of 0 only cover employees employed by the Australian Prudential Regulation Authority (APRA).

**J.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **J.2 Minimum wages**

The work covered by APRA employees covered by this award will be allocated to the four Salary Bands set out below in a manner consistent with the ‘Remuneration Band Descriptors’ described in clause J.7 using, where necessary, Mercer CED work value techniques. The ‘Remuneration Band Descriptors’ in out in clause J.7 show the Mercer CED Work Value Points derived for each Remuneration Band by the application of Mercer CED work value techniques.

### **J.3 Appointment to a Remuneration Band**

Employees will be appointed to a Remuneration Band according to their job role. Job roles will be determined, from time to time by APRA, according to the Remuneration Band Descriptors set out in clause J.7 relevant to each Remuneration Band, having regard, where necessary, to Mercer CED work value techniques. APRA may vary an employee’s job role and/or level of responsibility at its discretion. Regardless of the Remuneration Band to which they are appointed, employees must undertake such duties as are directed by their manager that are within their skill, competence and ability provided that such duties are not designed to promote de-skilling.

### **J.4 Promotion to a higher Remuneration Band**

At its discretion, APRA may appoint an employee to a job role in a higher Remuneration Band. In each such case, the employee will receive a minimum salary, which is not less than their actual salary at the time of the promotion, or the minimum salary for the higher Remuneration Band, whichever salary is the greater. In making promotions to a higher Remuneration Band APRA will follow the principles and procedures contained in its Human Resources Policy Manual, which, amongst other things, recognise the importance of merit selection.

### **J.5 Minimum salaries**

Full-time and part-time employees will be paid for work during ordinary hours not less than the minimum salary for their Remuneration Band described in this clause provided that graduate trainees appointed to Band 1 will have their salary calculated, for the period of their traineeship (which shall not exceed 12 months) by reference to the graduate trainee salary:

<b>Remuneration Band</b>	<b>Minimum Salary \$ per annum</b>
1	\$38,125 (graduate trainee \$35,662)
2	\$47,671

<b>Remuneration Band</b>	<b>Minimum Salary \$ per annum</b>
3	\$60,972
4	\$81,624

## **J.6 Casual employees**

Casual employees will be paid for all hours worked at not less than a minimum hourly salary calculated by reference to the minimum per annum salary specified in clause J.5 for the Remuneration Band to which they are appointed, plus a loading of 25 per cent of that hourly rate.

## **J.7 Remuneration Band Descriptions**

### **J.7.1 BAND 1**

#### **(a) Descriptors**

- (i) Performs basic or less complex technical support and administration activities across one or more activities or functional/discipline areas
- (ii) Generalist with knowledge in systems and procedures with an understanding of work process and work flow
- (iii) Support positions have some experience in similar roles of between 1-2 years normally supported by on-the-job training
- (iv) Technical positions require entry level qualifications at graduate level and may have up to 1-2 years' experience in a technical discipline
- (v) Roles may involve the initial stages of specialisation in a particular technical/discipline area
- (vi) Roles solve problems related to standard systems and procedures and typically only refer problems that require specialised knowledge of non-standard issues to a higher level of support
- (vii) May operate independently to complete work within established procedures or guidelines with ready access to team leader/supervisor/manager and may be subject to regular supervision
- (viii) Alternative courses of action exist to solve problems that may be followed, within operating policies and guidelines and usually with reference to those with higher skill levels
- (ix) Roles have regular communication within immediate work group or with internal/external clients to give and receive information and instructions and may explain technical/system concepts or rules/process

#### **(b) Competencies**

- (i) Recognised or developing skills in area of expertise
- (ii) Communication skills to deal with internal and external clients
- (iii) Understanding of APRA's operational procedures and business processes

- (iv) Capacity to operate independently
- (v) Solve routine problems
- (vi) Manage own time and personal priorities
- (vii) Organise or schedule own work

(c) **Mercer CED Work Value Points**

Minimum - under 100	Mid-point - 150	Maximum - 210
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**J.7.2 BAND 2**

(a) **Descriptors**

- (i) Performs more complex or advanced support or administration activities across more than one functional/discipline area or requires expertise in a technical discipline
- (ii) Roles have developed/require specialised knowledge in systems and procedures with a well developed understanding of work process and work flow and interdependence/ interrelationship between the work and that of other positions
- (iii) Administrative or support roles require many years of experience supported by entry level tertiary qualifications gained through advanced certificate or diploma
- (iv) Technical specialist positions require degree qualifications supported by more than 2 years practical experience as a generalist or some experience as a specialist
- (v) May lead or manage small team of non-professional or non-technical staff and will require knowledge/experience in supervision or team management
- (vi) Roles require an understanding of and practical experience in applying project management principles and practice in work and evaluate own performance against required outcomes
- (vii) Role objectives and work are specifically defined by guidelines or standard operating practice/procedure or legislation however varied techniques, systems, methods are available to perform work with some adaptation possible if required
- (viii) Roles involve regular analysis and evaluation and less complex problem solving, usually within a frame of reference and can require application of previous experience/ knowledge or precedent to determine problem resolution
- (ix) Roles may have input to the development of standards, procedures or operating methods affecting their own work/the local work group or a specialist function/discipline

- (x) Roles are generally responsible for self management and evaluation and may require input to monitoring and evaluation of peers or a local work group where efficiency is the focus rather than effectiveness
- (xi) The nature of work involves the provision of advice or more complex service and/or supervision of a small team or work group where, in either case, the position is a recognised reference point for others
- (xii) Regular exchange of information and basic relationship management skills required to obtain cooperation and assistance or in seeking compliance of others, particularly internal/external service providers

**(b) Competencies**

- (i) Developing specialist skills
- (ii) Growing recognition within area of professional expertise
- (iii) Learning project management skills
- (iv) Maintaining client relationships
- (v) Industry knowledge and awareness of trends
- (vi) Manage and deliver contribution to projects on time, to budget and specification
- (vii) Understanding of operational procedures and business processes

**(c) Mercer CED Work Value Points**

Minimum - 210	Mid-point - 270	Maximum - 330
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**J.7.3 BAND 3**

**(a) Descriptors**

- (i) Roles perform advanced technical or specialist work individually or within a workgroup across one or more functional or discipline areas and/or organise the work of others involved in providing advanced support or administrative work
- (ii) Roles require specialised knowledge in a professional discipline or advanced knowledge in a sub-discipline and are recognised for their expertise and require well developed project management skills
- (iii) Work is of a more complex nature and regularly requires application of advanced skills/knowledge to analyse and evaluate alternatives or assess/measure risk and compliance with contribution to modification or changing standard operating procedures/process/methods
- (iv) Specialist or technical/specialist experience of 3-5 years and extensive subject matter knowledge is required while supervisory positions require management and team leader experience and an understanding of the business and setting work group objectives

- (v) Work may require leading a small team of professional or technical specialists/ generalists where there is an emphasis on efficiency and effectiveness of the team/work group and the position has accountability for work group outputs
- (vi) Role objectives are generally defined by guidelines and/or the existing body of professional knowledge however choice can be exercised to discriminate between alternative courses of action and adaptability of techniques, systems and methods to suit the situation is a regular requirement
- (vii) Problem solving is a regular requirement and is more complex. Requiring application of learned knowledge and precedent to the evaluation and analysis of the problem to define the most appropriate solution, generally without reference to others
- (viii) The nature of work involves provision of more complex advice across functional or discipline areas to internal or external clients that may impact on other areas of operation or commercial disciplines and the position is recognised as an expert or point of reference for others
- (ix) Communication of complex ideas, procedures and/or processes are a regular requirement to influence others and obtain cooperation or to explain reasoning behind decisions and actions, generally to internal or external clients where this may include low level negotiation of agreements/contract deliverables

**(b) Competencies**

- (i) Developed specialist skills
- (ii) Professional expertise recognised within local environment
- (iii) Developed project management skills
- (iv) Building and maintaining client relationships
- (v) Industry knowledge and awareness of trends
- (vi) Manage and deliver projects on time, to budget and specification
- (vii) Resource/management project

**(c) Mercer CED Work Value Points**

Minimum - 330	Mid-point - 410	Maximum - 490
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**J.7.4 BAND 4**

**(a) Descriptors**

- (i) Roles perform highly specialised technical or professional work across more than one function/discipline area and regularly lead or organise the work of others involved in a technical or specialist area



- (ii) Expert knowledge in a professional discipline or specialist area is required for the position to undertake work and the position is recognised within and outside the organisation as an expert point of reference
- (iii) Work is high complex and varied and regularly requires synthesis of information in analysis and evaluation of alternatives, sometimes outside boundaries of professional knowledge within a discipline or functional area
- (iv) Specialised professional or managerial positions require degree qualifications and/or many years of experience and/or post graduate qualifications in a specific discipline
- (v) The nature of the work demands an understanding and ability to define issues, explain the purpose and direction of the work/business unit, develop and implement policy and/or provide professional opinions
- (vi) Role objectives are generally defined by strategic/business unit plans and are required to define resource requirements, monitor and evaluate performance outcomes and take corrective action to achieve objectives
- (vii) Roles operate independently or as part of a management team and are fully accountable for providing input to business unit/strategic plans, resource allocation, budget management, defining/organising work and planning/scheduling of large scale projects requiring highly developed project management skills
- (viii) Problem solving requires a high degree of analytical ability and judgement is required to define and determine the appropriate response, either within the context of a professional body of knowledge or through extensive management experience
- (ix) Problem resolution will frequently require the position to be able to define the issues and may require a response where there is limited knowledge or no existing precedent
- (x) Work may require the identification and definition of standards, methods and practice at a strategic level that affects a major program area or that affects work performed by others within client organisations
- (xi) The nature of work includes provision of highly complex or expert advice or opinion and/or management of a small to medium group of professional or technical staff where the position is fully accountable for the effectiveness and efficiency of the team/work groups outputs
- (xii) Communication skills are required to either influence/convince and motivate staff/ others to achieve difficult or potentially conflicting objectives
- (xiii) Significant communication skills may be required to manage conflict, manage negotiations with internal/external clients or to manage relationships at a senior level

**(b) Competencies**

- (i) Project management expertise
- (ii) Professional expertise recognised in APRA
- (iii) Developing management skills over small/medium teams or business unit
- (iv) Client and account relationship management
- (v) Industry knowledge and awareness of trends
- (vi) Manage and deliver key projects on time, to budget and specification
- (vii) Strategic/tactical planning
- (viii) Basis leadership skills

**(c) Mercer CED Work Value Points**

Minimum - 490	Mid-point - 590	Maximum - 690
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**J.7.5 Service for the purposes of severance pay entitlements**

For the purpose of calculating the severance pay entitlements of an APRA employee, service includes recognised service of the employee with the Reserve Bank of Australia, the Insurance and Superannuation Commission or a relevant Financial Institutions Scheme organisation.

**J.7.6 Span of hours**

**J.7.7** This clause applies in place of clause 17.2(b)(i)

- (a) Ordinary hours will be worked between the hours of 7:00 a.m. and 7:00 p.m., Monday to Friday.

**J.8 Overtime and penalty rates**

**J.8.1** In lieu of clause 19, the following provisions shall apply to APRA employees in respect to the performance of overtime:

**(a) Reasonable Overtime**

Full-time and part-time employees may be required to work reasonable overtime.

**(b) Definition**

Work will be considered overtime when a full-time or part-time Remuneration Band 1 or Band 2 employee works:

- (i) before 7.00 a.m. or after 7 p.m. Monday to Friday;
- (ii) on a Saturday, Sunday or public holiday;
- (iii) in excess of 76 ordinary hours in a fortnight; or
- (iv) in excess of 7hrs 36 mins (7.6 hours) per day.

**(c) Overtime other than on a Sunday or a public holiday**

A Remuneration Band 1 or Band 2 employee will be paid at the rate of time and a half for the first 3 hours and double time thereafter for all overtime worked other than overtime worked on a Sunday or a public holiday.

**(d) Sunday Overtime**

A Remuneration Band 1 or Band 2 employee will be paid at the rate of double time for overtime worked on a Sunday.

**(e) Overtime on a public holiday**

A Remuneration Band 1 or Band 2 employee will be paid at the rate of double time and a half for overtime worked on a public holiday.

**(f) Calculation of overtime**

Overtime is calculated by reference to an employee's ordinary hour's salary.

**(g) 15 minute blocks**

Overtime will be calculated by reference to each completed 15 minute period of overtime worked.

**(h) Daily overtime calculated first**

Daily overtime (i.e. time before 7.00 a.m. or after 7.00 p.m.) will be calculated for payment before other overtime is calculated for payment.

**(i) Calculation of fortnightly overtime**

(i) Overtime for working in addition to ordinary hours in a fortnightly period will be calculated on a daily basis by reference to the time that was worked in excess of scheduled ordinary hours including time worked on days when ordinary hours were not scheduled.

(ii) Overtime under this clause will be paid in respect of each fortnight in the pay period following the end of that fortnight.

**(j) Overtime must be authorised**

APRA will only pay for overtime work that has been authorised by an employee's manager.

**(k) Rest relief after overtime**

An employee who works so much overtime that they do not have at least 10 consecutive hours off work between the end of ordinary hours of duty on one day and the commencement of ordinary hours on the next day will be allowed to leave work after the period of overtime for a consecutive period of 10 hours off duty without loss of pay. An employee who is required to resume or continue work without having the time off as set out in this clause will be paid at the rate of double time until they receive the required break.

**(l) Remuneration Band 3 or Remuneration Band 4 employees**

Remuneration Band 3 and Remuneration Band 4 employees will not be paid overtime.

**J.9 Ceremonial Leave**

**J.9.1** APRA may grant an employee leave without pay if they are an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

- (a) connected with the death of a member of the employee's immediate family or extended family;
- (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander law.

**J.9.2** The maximum period of ceremonial leave that an employee may be granted is 10 days in any 2 year period.

**J.9.3** Ceremonial leave is in addition to compassionate leave granted under clause 21 of this award.

**J.9.4** Ceremonial leave does not count as service for any purpose.

**J.10 Annual Leave loading**

**J.10.1** A leave loading of 17½% of an employee's ordinary salary will be paid when an employee takes annual leave.

**J.10.2** Annual leave loading is also a term that the employer and individual employee may agree to vary in accordance with clause 5 of this award.

**J.11 Paid Parental Leave**

**J.11.1** Where an employee of APRA is entitled to unpaid parental leave under the NES in relation to the birth or adoption of a child, the employee will be entitled to take the first 12 weeks of that leave as paid parental leave, provided that the employee is the primary caregiver for the child.

**J.11.2** An employee entitled to paid parental leave in accordance with this clause will be paid the amount the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

**J.11.3 Returning to Work After a Period of Maternity Leave**

An employee returning from maternity leave will, on application, be given access to part-time work.

## **Schedule K–Employment conditions specific to the Australian Sports Commission**

### **K.1 Application**

**K.1.1** The provisions of Schedule K only cover employees employed by the Australian Sports Commission (ASC).

**K.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **K.2 Redundancy**

With regard to the application of Clause 11 of the award (Redundancy), clauses 11.2 to 11.13 inclusive which prescribe provisions that supplement the NES entitlement are not applicable to employment in the ASC.

### **K.3 Allowances**

The allowances in K.3 apply to Gardeners employed in the former classification of General Service Officer Level 6 performing gardening duties or general hand duties.

#### **K.3.1 Insanitary allowance**

An employee called upon to work in insanitary conditions shall be entitled to **\$1.45** per day or part thereof, in addition to the salary rate.

#### **K.3.2 Aquatic ponds allowance**

Employees working in water in aquatic ponds shall be paid **\$2.64** per day, in addition to the salary rate.

#### **K.3.3 Spray gangs allowance**

(a) Employees engaged in spray gangs on the destruction of weeds and/or vermin, shall be paid **\$3.87** per day or part thereof, in addition to the salary rate.

(b) Operators of high-pressure spray equipment shall be paid **\$4.85** per day or part thereof, in addition to the salary rate.

#### **K.3.4 Work in rain allowance**

Employees who are required to work in the rain on emergency work shall be provided with suitable protective clothing and be paid an allowance of **\$7.59** per day or part thereof, in addition to the salary rate.

#### **K.3.5 Height (trees) allowance**

Employees who are required to climb trees to a height greater than six meters from the ground shall be paid an allowance of **\$3.41** per day, in addition to the salary rate.

### K.3.6 Leading hands allowance

- (a) If an employee is authorised to take charge of other employees and is required to set work out or see that work is carried out, he or she will be regarded as a leading hand, and shall be paid, if in charge of:
  - (i) not more than five employees, **\$23.09** per week in addition to the salary rate;
  - (ii) six to 10 employees, **\$27.84** per week in addition to the salary rate; or
  - (iii) more than 10 employees, **\$33.35** per week in addition to the salary rate.

### K.3.7 Uniforms

Where an employee is required by the ASC to wear a uniform while on duty, the uniform will be provided and kept laundered by the ASC. Where by arrangement between the ASC and the employee, the employee provides the uniform and laundering the ASC will reimburse the cost of purchasing and laundering the uniform.

### K.3.8 Spray Work: General Service Officer Level 8

- (a) The following allowances apply to the former classification of General Service Officer Level 8.
  - (i) An employee in charge of a spray gang engaged in the destruction of weeds and/or vermin shall be paid an additional **\$1.33** per day or part thereof, in addition to the salary rate.
  - (ii) An employee in charge of a gang operating high-pressure spray equipment will be paid an additional **\$1.75** per day or part thereof, in addition to the salary rate.

## K.4 Intermittent motor driving duties

This clause applies only to former Administrative Officer and Professional/Executive Officer classifications. Employees who are required to undertake intermittent driving duties as part of their employment, involving the acceptance of full responsibility for the operation of a vehicle, will be paid an allowance, calculated on a daily basis, in accordance with the following table for each day or part day on which they are so employed. This is provided that juniors, performing duties for which only adult rates are prescribed, will be treated as adults in applying these rates.

Type of vehicle	Allowance to raise salary to the former General Service Officer Level 3 salary	
	Under 19	At 19
Passenger or commercial vehicle with carrying capacity under six tonnes	70%	80%

## **K.5 Ordinary hours of work—day workers—local variations**

**K.5.1** Clause K.5 applies to employees employed in former classifications of Public Affairs Officers, Administrative Officers, and Professional/Executive Officers only.

**K.5.2** In addition to the provisions of clause 17.2(b)(ii) of this award, commencing and finishing times may be varied within the limits of 6.00 a.m. and 6.00 p.m. Monday to Friday, subject to a 10 hour span for individual employees and a 12 hour span for individual workplaces by agreement between the Executive Director and a majority of the employees affected.

## **K.6 Shift work—public holiday duty—minimum payment**

**K.6.1** Clause K.6 applies to employees employed in former classifications of Public Affairs Officers, Administrative Officers, and Professional/Executive Officers only.

**K.6.2** The minimum additional payment payable for ordinary duty performed on a public holiday for each separate attendance will be four hours.

## **K.7 Shift work—Calculation of penalty rates**

**K.7.1** For the purposes of calculating penalty rates, an employee's ordinary rate will be considered to include any higher duties allowance for the shift.

## **K.8 Shift work—penalty rates—Casual employees**

Casual employees who undertake shiftwork will not receive shift penalty rates provided at clause 18.2 of this award and will be paid overtime in accordance with the overtime provisions of this award.

## **K.9 Shift work—Part Time penalty rates—Continuous night**

**K.9.1** Part-time shiftworkers will be entitled to the Continuous Night penalty rate under clause 18.3 of this award only where:

- (a) the employee's rostered ordinary duty involves working no fewer shifts each week, or no fewer shifts a week on average over the shift cycle, than an equivalent full-time employee; and
- (b) the shift worked by a part-time employee is part of a full-time shift, and the full-time shift falls wholly within the hours of 6.00 p.m. and 8.00 a.m..

## **K.10 Restriction duty—Gardeners**

An employee who performs overtime while on restriction duty in accordance with clause 19.13 of this award will be entitled to a minimum overtime payment which will be for three hours in lieu of four hours as prescribed in clause 19.11(b) of this award.

## **K.11 Emergency duty**

The provisions of clause 19.12 of this award (Emergency Duty) do not apply to overtime worked in the circumstances covered by clause 19.12 unless the actual time worked is at least three hours on each call.

## **K.12 Payment for Sunday duty**

**K.12.1** Clause K.12 applies to employees employed in the former classification of Gardener.

**K.12.2** For Sunday duty not in excess of the prescribed weekly hours, payment is to be made at the rate of double the ordinary rate of pay.

## **K.13 PAO equipment**

This clause applies only to the former classification of Public Affairs Officer. Where by agreement with the ASC, a Public Affairs Officer (including a senior Public Affairs Officer) regularly uses their own equipment (such as VCR, VDU, or Camera) for official purposes, the ASC will reimburse reasonable costs of consumables and maintenance.

## **K.14 System of Rostered Days Off**

This clause applies to only to former Public Affairs Officer, Administrative Officer and Professional/Executive Officer classifications. For those employees who are entitled to a rostered day off in a regular cycle, a system of rostered days off, which may include the banking of such days, may be established by agreement between the Executive Director and a majority of the affected employees. A supervisor and employee may agree to alternative rostered day(s) off (including taking the time as part days).

## **K.15 Parental Leave**

**K.15.1** Parental Leave is provided for in the NES. The following provisions supplement NES entitlements.

- (a) **Maternity Leave:** An employee, other than an eligible casual employee, is entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*. Nothing in this clause is intended to affect that entitlement or the operation of that Act.
- (b) For the avoidance of doubt, the period of paid maternity leave an employee is entitled to receive in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* reduces, by the same amount, the period of 52 weeks unpaid leave the employee is entitled to receive under the NES.

## **K.16 Adjustment of Allowances**

### **K.16.1 Adjustment of wage related allowances**

- (a) Wage related allowances in this Schedule K are adjusted in accordance with increases to wages and are based on a percentage of the standard rates as specified.

- (b) **Summary of wage related allowances**

<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Insanitary allowance	K.3.1	Per day	1.45	6.65
Aquatic ponds	K.3.2	Per day	2.64	12.08
Spray gangs	K.3.3(a)	Per day	3.87	17.70



<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Spray gangs – high pressure spray equipment	K.3.3(b)	Per day	4.85	22.20
Work in rain	K.3.4	Per day	7.59	34.71
Heights (trees)	K.3.5	Per day	3.41	15.60
Leading hands (not more than 5 employees)	K.3.6(a)(i)	Per week	23.09	105.62
Leading hands (6-10 employees)	K.3.6(a)(ii)	Per week	27.84	127.35
Leading hands (more than 10 employees)	K.3.6(a)(iii)	Per week	33.35	152.55
Spray work (GSO 8)	K.3.8(a)(i)	Per day	1.33	6.09
Spray work (GSO 8 – high pressure equipment)	K.3.8(a)(ii)	Per day	1.75	8.01

## **Schedule L—Employment conditions specific to the Civil Aviation Safety Authority**

### **L.1 Application**

**L.1.1** The provisions of 0 only cover employees employed by the Civil Aviation Safety Authority.

**L.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **L.2 Definitions in this schedule**

**CASA** means the Civil Aviation Safety Authority.

**Home location** means an employee's usual work and living locality.

**Location dependant** means a person who is a spouse, including a de facto spouse, or child who normally resides with the employee and who is not in receipt of income above the minimum adult wage prescribed by the Fair Work Commission.

**New location** means the city or site to which an employee is moving to take up a new position.

**Permanent transfer** means a transfer where the new location becomes the employee's home location on transfer.

**Remote locality** means Cairns, Darwin or Townsville.

**Temporary transfer** means a transfer which is not a Term transfer and is where an employee takes up duties temporarily away from their Home location for a period not expected to exceed 12 months.

**Term transfer** means a transfer where CASA requires an employee to take up duty for a period at a location determined by CASA as a term transfer location.

**Term transfer location** means Alice Springs, Charleville, Christmas Island, Cocos Island, Kalgoorlie, Karratha (including Dampier), Kununurra, Mt Isa, Port Hedland (including South Headland).

**Transfer dependant** means a person who is a spouse, including a de factor spouse, or child who normally resides with the employee, and who moves with the employee or to join the employee.

**Transfer** means Permanent transfer, Temporary transfer and Term transfer, unless otherwise specified.

## **L.3 Types of Employment**

**L.3.1** Supplementing the types of employment detailed in clause 9 of the award, CASA's employment categories include the following:

**(a) Ongoing employment**

Employees are employed on an ongoing basis through ongoing appointment, or in the case of where there is a probationary period, on satisfactory completion of the probation period.

**(b) Fixed term employment**

**(i)** Fixed term employment is where an employee is employed for a specific period of time or task, either on a full time or part time basis.

**(ii)** Fixed term employment will not usually be for a period of more than 12 months.

**(iii)** The contract of employment of a fixed term employee may be terminated at any time according to the terms of the individual employment contract.

**(iv)** Where a specified term employee is engaged as an ongoing employee without a break in service, the period of fixed term employment will count as continuous service.

**(c) Casual employment**

Casual employment defined at clause 9.5 of the award is further defined in CASA as a person employed on an irregular, intermittent and hourly basis without commitment from either party to ongoing work

## **L.4 Travel Allowance**

**L.4.1** Where an employee is required to travel from their Home location in the course of their duties an allowance to cover the reasonable travelling, accommodation, meal and other incidental expenses would be paid in lieu of reimbursement provisions provided under clause 13.2 of this award.

**L.4.2** The applicable allowance rate will be that determined by the Australian Taxation Office as a reasonable amount for the locality visited. This clause does not apply if the expenses are met by the employer.

**L.4.3 Part day travelling allowance:** In lieu of the reimbursement provisions provided at clause 13.2 of this award for part day travel, where CASA requires an employee to be away from their Home location for at least 10 hours, CASA will pay them **\$56.69** if meals are not provided to the employee.

**L.4.4 Allowance for travel at difficult times:** If an employee travels to the Adelaide, Brisbane, Cairns, Darwin, Kingsford Smith or Perth Airport to start or leave from duty between the hours of 7:00 p.m. and 7.00 a.m. they will be entitled to an allowance of **\$7.38** in respect of each continuous period of duty.

**L.4.5 Flying Disability Allowance:** If an employee who is not a Flight crew member is required to perform duties in an aircraft which for all or any part of a flight is engaged in aerial surveillance CASA will pay them an allowance at the rate of

**\$12.08** an hour, or when undertaking on the job training **\$9.05** an hour, for each hour or part of an hour for the whole of the time of the flight.

## **L.5 Transfer (Relocation Allowances)**

**L.5.1** Employees will be recompensed for reasonable expenses incurred for a transfer for promotion or redeployment, including to a lower classification. In the case of a Permanent transfer and a Term transfer, CASA will pay reasonable expenses incurred by employees and their Transfer dependents.

**L.5.2** The allowances and entitlements in this clause are discretionary if the transfer is arranged for the convenience of the employee, rather than to enhance operational efficiency.

**L.5.3** Reimbursement of actual costs is limited to an amount up to the equivalent amount set out under this clause.

**L.5.4** The allowances and entitlements in this clause will not apply to recruitment of new employees.

**L.5.5 Travel Costs:** CASA will reimburse an employee:

- (a) travel costs and necessary meal costs when the employee travels to take up duty, including economy airfares and reasonable excess baggage, or if CASA approves the travel being undertaken by private motor vehicle, the motor vehicle allowance in accordance with clause 13.1 of this award; and
- (b) short-term additional costs incurred in travelling to and from work at the transfer location.

**L.5.6** Costs relating to transfer of dependants:

This clause will not apply to Permanent transfers.

- (a) If a transfer is for longer than three months CASA will reimburse the employee either:
  - (i) fares and travel costs incurred by Transfer dependants once every three months; or
  - (ii) if the employee is not accompanied by their spouse, reunion fares paid once every three months.

**L.5.7 Limitations on travel allowance**

This clause will not apply to Permanent transfer.

- (a) If an employee is eligible for reimbursement of travel expenses as provided under clause 13.2 CASA will pay the travel allowance for the first 21 days only. After 21 days, only reasonable meal and accommodation costs incurred will be reimbursed by CASA.
- (b) If meal and accommodation costs are met by CASA or another employer, the employee will be paid only incidentals.

### **L.5.8 Removal and Storage costs**

These clauses will not apply to Temporary transfers

#### **(a) Removal costs**

- (i)** CASA will reimburse the reasonable cost of removal of an employee's household furniture and effects to the New location.
- (ii)** If CASA organises the removal on the employee's behalf, it will be responsible for insurance against loss or damage.
- (iii)** If the employee elects to arrange their own removal, CASA is not responsible for the insurance of the goods removed.
- (iv)** The cost of a return home visit to assist with the uplift, where an employee must travel ahead of dependents.

#### **(b) Storage costs**

- (i)** CASA will reimburse the cost of storage of a normal household of furniture and effects. Reimbursement will be paid when the employee arrives at the transfer locality.
- (ii)** The limits on this reimbursement are storage for a three month maximum, if the employee does not own a home at their Home location or storage for a six month maximum for an employee who owns a home at the Home location.

### **L.5.9 Other costs**

This clause will not apply to Temporary transfers.

- (a)** CASA will reimburse, for a maximum period of three weeks, reasonable meal and accommodation costs for settling in/and moving out periods.

### **L.5.10 Rental subsidy**

This clause will not apply to Temporary transfers.

- (a)** CASA will reimburse a rental subsidy of up to **\$668.77** a week for unfurnished premises and **\$750.33** per week for furnished premises for up to six months.
- (b)** To be eligible for a rental subsidy an employee who has Transfer dependants must:
  - (i)** own or be purchasing a home at their Home location;
  - (ii)** contribute the first **\$114.18** per week.
- (c)** To be eligible for a rental subsidy an employee who does not have Transfer dependants must:
  - (i)** own or be purchasing a home at their Home location;
  - (ii)** contribute the first **\$123.93** per week.

### **L.5.11 Sale or purchase costs**

This clause will not apply to Temporary transfers.

- (a) CASA will reimburse an employee on Permanent transfer for their reasonable and proven professional and legal costs associated with the sale of their home at their Home location and/or the purchase of a home which reflects the ordinary living needs of a family of similar size at the transfer location, provided that;
  - (i) the date of exchange of contracts for sale must occur within two years of the start of the Permanent transfer.
  - (ii) the date of exchange of contracts for purchase must occur within four years of the start of Permanent transfer.
- (b) Where an employee on a Term transfer elects to become permanent at a location, or is advised in writing of a Permanent transfer, this clause will apply. In these cases the time limits on eligibility will be calculated from the date the election is agreed to by CASA or the Permanent transfer advised.
- (c) Subject to the provision of documentary evidence an employee will be eligible for reimbursement by CASA of the following costs associated with a Permanent transfer for the following:
  - (i) disconnection/reconnection of utilities;
  - (ii) change over fees for vehicle registration/licence between States
- (d) stamp duty associated with the establishment of a rental lease where rent subsidy is received in respect of that lease;
- (e) a pre-transfer visit to the New location by either the employee and/or dependents where such a visit would reduce the cost of temporary accommodation on arrival at the location; and
- (f) costs incurred in discharging a mortgage when an employee is required to transfer will be considered for reimbursement where they exceed normal charges.
- (g) An employee will be given as much notice as possible (three months or as otherwise agreed) of the date of transfer and of the completion date of a Term transfer.

### **L.5.12 Disturbance Allowance**

- (a) Where the household effects of an eligible employee for relocation allowances under L.5.8 are removed from one locality to another as a consequence of the employee's relocation for a period of 12 months or more, the employee will also be entitled to:

- (i) the payment of a single payment of disturbance allowance to offset non-reimbursed costs associated with the removal:

<b>Disturbance allowance</b>	<b>\$</b>
Employee without dependants or partner	527.06
Employee with one or more dependants or a partner	1,104.57
Additional payment for each full-time student(s) dependent child(ren)	209.76

- (ii) reimbursement of reasonably incurred costs associated with the connection or reconnection of a telephone service at the new locality if the employee had a telephone service at the previous locality; and
- (iii) reimbursement of expenses incurred in respect of one motor vehicle owned by the employee for stamp duty on registration, establishment fee for the transfer of the employee's driving licence, and establishment fee for the transfer of the vehicle's registration.

#### **L.5.13 Return relocation expenses**

- (a) This clause will only apply to Term transfers.
- (b) An employee and their Transfer dependents on a Term transfer and who return to the employee's Home location on separation will be reimbursed their transfer expenses provided they have completed at least six continuous months on Term transfer.

#### **L.5.14 Additional clothing costs**

CASA will reimburse the cost of additional clothing required as a result of Temporary transfer.

### **L.6 Remote locality allowances**

**L.6.1 Eligibility for allowance** – CASA will pay a remote locality allowance to an employee who lives permanently and works at a Remote locality.

**L.6.2 Calculation of remote locality allowance** – The remote locality allowance payable will depend upon whether an employee has Location dependents.

- (a) if an employee's spouse is employed full-time by CASA at the Remote locality, the employee will be paid their individual district allowance. The Location dependents for the employee and their spouse will be accounted for only once.

<b>Location</b>	<b>Rate with dependents</b>	<b>Rate without dependents</b>
	<b>(annual)</b>	<b>(annual)</b>
	<b>\$</b>	<b>\$</b>
Cairns	1,713.94	862.95
Darwin	4,138.15	2,256.93
Townsville	1,305.51	862.95

### **L.6.3 Eligibility for allowance with dependents**

If an employee is permanently based at the Remote locality and they have Location dependents they will receive the eligible dependent rate of remote locality allowance.

### **L.6.4 Travel for medical treatment**

Travel costs will be paid to the closest appropriate location for emergency dental or medical treatment, which is not available at the remote location.

### **L.6.5 Remote locality Fares**

- (a) An employee and their Location dependents on Term transfer at a Remote locality are entitled to a leave fare.
- (b) Where an employee elects to have the actual fares reimbursed he or she will receive actual costs up to the economy class airfare at the time of travel. Where the employee seeks reimbursement of costs associated with another form of transport reimbursement the amount will not exceed the notional airfare.
- (c) Leave fares accrue on arrival at the Remote locality. A maximum of two leave fares may be accrued at any one time.
- (d) Leave fares may be taken independently by the employee and Location dependents or may be grossed up to take account of the top marginal rate of income tax, and paid fortnightly through the salary system.

### **L.6.6 Additional annual leave—remote localities**

- (a) Employees working in a remote locality are entitled to additional annual leave as follows:
  - (i) Cairns and Townsville – additional 2 days per year; and
  - (ii) Darwin – additional 5 days per year

### **L.6.7 Water subsidy**

- (a) An employee located at Darwin who is in receipt of rental subsidy will receive a subsidy for water consumed over and above that allowed in the region and/or tenancy agreement.
- (b) The amount of reimbursements will be paid as a reimbursement on evidence of use to the maximum limit of 500 Kilolitres.

### **L.6.8 Education Assistance**

- (a) CASA will pay education assistance to an employee if:
  - (i) they are transferred to a Remote locality;
  - (ii) their Location dependent child either remains at school at the Home location, or commences school at the transfer location before the arrival of the employee and their family (to commence the school term or year); and
  - (iii) the child is completing the final two years of secondary education.



- (b) The education assistance covers reimbursement of tuition fees, board and lodging costs which are additional to costs that would be incurred if the employee was not transferred.
  - (i) The maximum level of assistance is **\$13,891.89** for tuition fees, and **\$8513.28** for board and lodging, and all claims for education assistance will be assessed by CASA and determined on grounds of reasonableness.
  - (ii) If an employee is on Term transfer to a location listed at Cairns, Darwin or Townsville, fares assistance in respect of a Location dependent child attending primary or secondary school away from the Term transfer location is also payable. The level of assistance is limited to two return air fares (based on school concession rates where applicable) in any one year, in addition to any leave fare entitlement payable.
  - (iii) CASA will not reimburse fares if an entitlement under a State or Territory community scheme for the travel is payable.

## **L.7 Eye test and spectacle allowance**

**L.7.1** Employees who operate screen-based equipment will be reimbursed by CASA the demonstrated cost of an eyesight test and related visits to a registered optometrist. The provisions of this clause do not apply if CASA provides such test.

**L.7.2** Spectacles prescribed as a result of tests may be reimbursed, the maximum being **\$92.92** for single focus spectacles, and **\$168.67** for multi-focal spectacles.

## **L.8 Loss or damage to personal effects allowance**

**L.8.1** Loss of, or damage to clothing or personal effects of an employee will be reimbursed to an amount considered reasonable by CASA where the loss or damage occurred as a result of:

- (a) the employee protecting CASA property from loss or damage;
- (b) a fault or defect in goods or property of CASA; or
- (c) an act or omission by another employee of CASA.

## **L.9 Loss of licence allowance for premium reimbursement**

**L.9.1** Employees who are required by CASA to hold a licence relevant to undertaking Flying Operations duties will be entitled to reimbursement of Loss of Income Insurance up to a maximum amount of **\$1,536.35** (GST inclusive). The employee may elect to have CASA pay the premium on their behalf.

**L.9.2** The maximum reimbursement payable will be adjusted annually in accordance with the average annual salary increase of flying operations employees covered by this award.

## **L.10 Telephone reimbursements allowance**

**L.10.1** If an employee is required to provide out-of-hours advice to CASA's senior management, or are nominated as contact point for out-of-hours advice, the employee is entitled to reimbursement of certain telephone expenses.

**L.10.2** The entitlement to reimbursement applies only while the employee is required to provide telephone advice, and reimbursement is limited to 240 local calls per annum and other calls as substantiated.

**L.11 Minimum payments for Emergency duty**

**L.11.1** For an employee who performs emergency duty as described under clause 19.12 of this award, CASA will pay a minimum payment of three hours for emergency duty performed on a Sunday.

**L.11.2** If an employee performs Emergency duty on a public holiday and the overtime provisions set out in clause 19 of this award would provide higher payment, the overtime provisions will apply.

**L.12 Paid Parental (Maternity) leave**

For females eligible for Parental Leave under the provisions at clause 23 of this award the first twelve weeks of the 52 weeks parent leave may be with pay.

**L.13 CASA specific Classifications and rates of pay**

The following CASA specific classifications supplement the classifications described at clause 12.3 of this award:

<b>Classification Level</b>	<b>Stream</b>	<b>Minimum Annual Pay Rate (36.75 hours per week)</b>	<b>Hourly rate</b>
Airworthiness Officer A	Air Safety Regulator	\$53,890	\$28.11
Airworthiness Officer B		\$61,540	\$32.10
Airworthiness Officer C		\$68,518	\$35.74
Airworthiness Officer D		\$73,234	\$38.20
Flying Operations Inspector Level 1	Flying Operations	\$76,762	\$40.04
Flying Operations Inspector Level 2		\$80,289	\$41.88
Level 3 - 29,000 to 50,000kg		\$92,099	\$48.04
Level 3 - 50,000 to 70,000kg		\$97,984	\$51.11
Level 3 - 70,000 to 140,000kg		\$103,276	\$53.87
Level 3 - 140,000kg to 250,000kg		\$112,133	\$58.49
Level 3 - over 250,000kg		\$132,205	\$68.96
Manager Flying Operations	Manager	\$93,862	\$48.96

**L.14 CASA specific Work Level Standard Descriptors**

**L.14.1 Flight Operations Inspector Level 1**

Under general direction, employees at this level perform flying operations inspector duties for aircraft up to 5,700 kg maximum take-off weight. This is the normal level of entry to the classification and employees are expected to undertake induction

training, together with specialist training to develop their skills at this level and to prepare them for progression to higher levels. A wide range of delegated powers are exercised in relation to activities appropriate to the level.

#### **L.14.2 Flight Operations Inspector Level 2**

Under general direction, employees at this level perform flying operations inspector duties for aircraft between 5,700 kg and 29,000 kg maximum take-off weight. Some test pilot activity is also carried out and line flying is introduced. Employees are expected to undertake specialised training to develop their skills at this level and to prepare them for progression to higher levels. A wide range of delegated powers are exercised in relation to activities appropriate to the level.

#### **L.14.3 Flight Operations Inspector Level 3**

Under general direction, employees at this level perform flying operations inspector duties for aircraft exceeding 29,000 k maximum take-off weight and may participate in line flying. The level is subdivided into 5 categories based on aircraft weight, and includes specialised flight engineer and test pilot activities. A wide range of delegated powers are exercised in relation to activities appropriate to the level.

#### **L.14.4 Team Leader (Allowance)**

- (a) Under limited direction, employees in receipt of this allowance manage a group of up to 10 Flying Operations Inspectors, and exercise significant delegated powers.
- (b) In addition to the FOI level 1, 2 or 3 rates of pay as set out in this award, an allowance will be paid at the rate of **\$7,678.98** per annum for employees appointed to the specialist management function of Team Leader.

#### **L.14.5 Manager Flying Operations**

Under limited direction, employees at this level manage the activities of a flying operations section normally comprising two or more work groups, and exercise extensive delegated powers.

#### **L.14.6 Airworthiness Officer Band A**

- (a) Under direction performs airworthiness officer duties in accordance with established airworthiness practices and procedures. This band includes newly appointed airworthiness officers (surveyors), airworthiness officers (professional engineer) and airworthiness officers.
- (b) Officers and employees progress through a structured training program to enable them to carry out their duties, and to equip them for progression to higher bands or to perform technical specialist duties. Officers and employees within this band hold a limited range of delegations which are issued under the Civil Aviation Regulations.
- (c) Under direction means employees working under direction receive instructions, normally from an immediate supervisor, on what is required, on the method of approach and on unusual or difficult features, except here they are familiar with, and have received the appropriate training for the work to be carried out.

#### **L.14.7 Airworthiness Officer Band B**

- (a) Under limited supervision performs the more complex airworthiness operational or specialist engineering duties in accordance with established airworthiness practices and procedures. Officers and employees within this band participate in the formulation and review of airworthiness programs and policies. An extensive range of delegations may be held within this band.
- (b) Under limited supervision mean employees working with limited guidance normally receive instructions in the form of a clear statement of objectives. Such officers and employees are fully competent and experienced technically and require little technical guidance. They are expected to exercise initiative and judgement in carrying out their work.

#### **L.14.8 Airworthiness Officer Band C**

- (a) Under broad policy guidance performs airworthiness officer duties in accordance with established airworthiness practices and procedures. Officers and employees within this band are required to organise, co-ordinate and control the planning and execution of the work of an airworthiness specialist section or operational area. Officers and employees may also hold an extensive range of delegations.
- (b) Under broad policy guidance means employees working with limited guidance normally receive instructions in the form of broadly stated objectives. Such officers and employees have extensive technical experience. They are expected to exercise considerable initiative and judgement in carrying out their work. They contribute to the determination of the objectives. They would be responsible for technical policy within their area.

#### **L.14.9 Airworthiness Officer Band D**

Under broad policy guidance plans, develops and manages major airworthiness functions. Airworthiness officers within this band are technical experts and managers who would be required to represent the Authority at a senior level at conferences, seminars, industry meetings, both at a national and international level. Officers and employees within this band exercise delegations issued under the Civil Aviation Regulations of a very high order.

### **L.15 Adjustment of Allowances**

#### **L.15.1 Adjustment of wage related allowances**

- (a) Wage related allowances in this 0 are adjusted in accordance with increases to wages and are based on a percentage of the standard rates as specified.

(b) **Summary of wage related allowances**

<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Allowance for travel at difficult times	L.4.4	each continuous period	7.38	33.77
Flying disability allowance – aerial surveillance	L.4.5	hourly	12.08	55.27
Flying disability allowance – on the job training	L.4.5	hourly	9.05	41.41
Loss of license	L.9.1	annually	1,536.35	7,028.15
Team Leader	L.14.4(b)	annually	7,678.98	35,128.01

**L.15.2 Adjustment of expense related allowances**

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

<b>Allowance</b>	<b>Clause</b>	<b>Applicable Consumer Price Index figure</b>
Part day travelling Allowance	L.4.3	All Groups
Rental Subsidy Allowance	L.5.10	Rents sub group
Disturbance Allowance	L.5.12	All Groups
Remote Locality Allowance	L.6	All Groups
Education Assistance Tuition	L.6.8(b)(i)	Education sub group
Education Assistance Board and Lodging	L.6.8(b)(i)	All Groups
Spectacle Allowance	L.7.2	Therapeutic goods sub group

**Schedule M—Employment conditions specific to Electorate Officers employed under Part III and Part IV of the *Members of Parliament (Staff) Act 1984***

**M.1 Application**

**M.1.1** The provisions of Schedule A only cover Electorate Officers employed under Part III and Part IV of the *Members of Parliament (Staff) Act 1984*.

**M.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

**M.2 Classification and salary**

**M.2.1** Employees performing work in the classifications listed in the table below will be paid annual salary at no less than the minimum rate adjacent to the relevant classification.

<b>Classification</b>	<b>Minimum salary</b>
Electorate Officer A	\$46,058
Electorate Officer B	\$47,850
Electorate Officer C	\$52,761

**M.3 Casual employees**

Any provisions of the award specific to casual employees do not apply to Electorate Officers.

**M.4 Redundancy—Severance**

**M.4.1** Clause 11 - Redundancy does not apply to Electorate Officers.

**M.4.2** Redundancy pay is provided for in the NES. The following provisions supplement the NES entitlement.

**M.4.3** The following severance benefits will be payable to Electorate Officers who are not employees of the Australian Public Service, or of the Public Service of a State or Territory, whose employment is terminated other than through resignation or for an offence which, in the view of the Prime Minister or a person authorised by the Prime Minister for this purpose, would have led to the dismissal of an employee from the Australian Public Service:

<b>Length of service</b>	<b>Severance pay</b>
Less than one year	Two weeks' pay
One year or more but less than two years	Six weeks' pay
Two years or more but less than three years	Eight weeks' pay
Three years or more but less than four years	Ten weeks' pay
Four years or more but less than five years	Eleven weeks' pay
Five years or more	Twelve weeks' pay
Ten years or more	Fifteen weeks' pay

**M.4.4** For the purposes of clause M.4, **weeks' pay** will be taken to mean salary only calculated at the rate of an employee's ordinary hours of duty.

**M.4.5** These severance benefits will not be payable to persons who, immediately following termination of employment under subsection 23(1) or (2) of the *Members of Parliament (Staff) Act 1984* are re-employed under Part III of that Act; or immediately following termination of employment under subsection 16(1) or (2) of the *Members of Parliament (Staff) Act 1984* are re-employed under Part IV of that Act.

**M.4.6** These severance benefits will not be payable to persons engaged for fixed periods to fill a vacancy caused by a staff member being absent on personal, annual, long service or other leave, or to fill a substantive vacancy pending a permanent appointment.

## **M.5 Vehicle allowance**

Clause 13.1 Vehicle allowance does not apply to Electorate Officers.

## **M.6 Travelling reimbursement**

Clause 13.2 Travelling reimbursement does not apply to Electorate Officers.

## **M.7 First Aid allowance**

Clause 13.5 First Aid allowance does not apply to Electorate Officers.

## **M.8 Flextime**

Clause 17.3 Flextime does not apply to Electorate Officers.

## **M.9 Shiftworkers**

Any provisions of the award specific to shiftworkers do not apply to Electorate Officers.

## **M.10 Additional annual leave—remote localities**

**M.10.1** Additional paid annual leave for working in certain remote localities is set out in the table below. Employees with more than 30 calendar days but less than a year of service in one or more remote localities will receive a pro rata entitlement.

<b>Locality</b>	<b>Number of weeks additional leave per year</b>
<b>New South Wales</b>	
Bourke	.6
Broken Hill	.4
Cobar	.4
Coonamble	.4
Lord Howe Island	1.0
Lightning Ridge	.4
Moree	.4

<b>Locality</b>	<b>Number of weeks additional leave per year</b>
Narrabri	.4
Walgett	.4
<b>Northern Territory</b>	
Adelaide River	1.0
Alice Springs	1.0
Batchelor	1.0
Darwin	1.0
Groote Eylandt	1.4
Ngukurr	1.4
Katherine	1.4
Nelson Springs	1.4
Nhulunbuy	1.4
Tennant Creek	1.4
Yulara	1.0
Wave Hill	1.4
Jabiru	1.4
(including Cannon Hill, East Alligator, Jim Jim, Nourlangie)	
<b>Queensland</b>	
Atherton	.4
Aurukun	1.4
Ayr	.4
Bamaga	1.4
Biloela	.4
Birdsville	.6
Bowen	.4
Brampton Vale, Shoalwater Training Area	.6
Burketown	1.4
Cairns	.4
Charleville	.4
Charters Towers	.4
Clermont	.6
Cloncurry	.6
Collinsville	.4



<b>Locality</b>	<b>Number of weeks additional leave per year</b>
Cunnamulla	.6
Emerald	.4
Hughenden	.6
Ingham	.4
Injune	.4
Innisfail	.4
Julia Creek	1.0
Karumba	1.4
Longreach	.6
Mareeba	.4
Mitchell	.4
Mt Coolon	.4
Mt Isa	.6
Normanton	1.4
Pentland	.6
Pine Mountain, Shoalwater Bay Training Area	.6
Proserpine (including Cannonvale)	.4
Quilpie	.6
Richmond	.6
Roma	.4
St George	.4
Taroom	.4
Thangool	.4
Thargomindah	.6
The Glen, Shoalwater Bay Training Area	.6
Townsville	.4
Thursday Island & the other Australian islands in the Torres Strait area	1.4
Tully	.4
Weipa	1.4
Willis Island	1.4
Windorah	1.0
<b>South Australia</b>	
Ceduna (including Thevenard)	.4

<b>Locality</b>	<b>Number of weeks additional leave per year</b>
Cooper Pedy	.6
Ernabella	.6
Fowlers Bay	.6
Kingscote	.4
Maralinga	.6
Marla	.6
Nullabor	.6
White Well	.6
Woomera	.4
<b>Tasmania</b>	
King Island	.6
Queenstown	.4
<b>Western Australia</b>	
Beagle Bay	1.4
Broome	1.0
Cape Leveque	1.4
Carnarvon	.4
Cervantes	.4
Derby	1.4
Eucla	1.0
Exmouth (including Learmonth)	1.0
Fitzroy Crossing	1.4
Giles	1.4
Halls Creek	1.4
Jigalong	1.0
Kalumburu	1.4
Karratha (including Dampier)	1.0
Kununurra	1.4
Lake Gregory	1.0
Laverton	.6
Leonora	.6
Lombadina	1.4
Marble Bar	1.4

<b>Locality</b>	<b>Number of weeks additional leave per year</b>
Meekatharra	.6
Mt Magnet	.6
Mt Margaret	.6
Mt Newman	1.0
Paraburdoo	1.0
Port Hedland (including South Hedland)	1.0
Tom Price	1.0
Turkey Creek	1.4
Wickham	1.0
Wiluna	1.0
Yalgoo	.6
<b>Other Localities</b>	
Christmas Island	1.4
Cocos (Keeling) Islands	1.4
Norfolk Island	.6

## **Schedule N—Employment conditions specific to employees of the National Gallery of Australia**

### **N.1 Application**

- N.1.1** The provisions of Schedule A only cover employees employed by the National Gallery of Australia.
- N.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **N.2 Carriage of goods or passengers**

In addition to the vehicle allowance in clause 13.1 of this award, where an employee is authorised to use a private motor vehicle for the transport or haulage of goods or materials weighing 100 kilograms or more and/or the conveyance of passengers, the costs of which would otherwise be met by the NGA, the employee will be paid an additional allowance of **\$0.84** cents per kilometre.

### **N.3 Welding allowances**

- N.3.1 Aluminium MIG welding:** An employee welding on aluminium or aluminium alloys by the MIG process and who wears:

- (a) Welder's helmet
- (b) Leather apron
- (c) Arm length leather gloves
- (d) Double-breasted leather coat
- (e) Knee leather spats
- (f) Anti-flash spectacles
- (g) Respirator (air fed)
- (h) Beret

Will be paid **\$1.06** for each hour so employed.

- N.3.2 Aluminium TIG welding:** An employee welding on aluminium or aluminium alloys by the TIG process and who wears:

- (a) Welder's helmet
- (b) Apron
- (c) Gloves
- (d) Leggings or spats
- (e) Anti-flash spectacles

(f) Respirator (air fed)

(g) Beret

Will be paid **\$0.76** for each hour so employed.

**N.3.3 Plasma arc process:** An employee cutting by the plasma arc process who wears ear plugs in addition to the protective clothing and equipment listed in N.3.1 and N.3.2 will be paid **\$1.06** for each hour so employed.

**N.3.4 Other welding:** An employee welding on metals other than aluminium or aluminium alloys by either the MIG or TIG processes who wears whilst so employed the protective clothing and equipment listed in N.3.1 and N.3.2 will be paid **\$0.76** cents for each hour so employed.

#### **N.4 Epoxy-based materials**

**N.4.1** Employees using epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be paid **\$0.78** cents per hour extra.

**N.4.2** Employees working in close proximity to employees so engaged so as to be affected by the materials specified shall be paid **\$0.61** cents per hour extra.

#### **N.5 Scaffolding**

An employee required to work on a lightweight swinging scaffold shall be paid **\$4.55** for the first four hours or portion thereof and **\$0.93** cents per additional hour.

#### **N.6 Shiftwork—General conditions**

**N.6.1 24 hour limit:** Except at the regular change-over of shifts an employee should not be required to work more than one shift in each 24 hours.

**N.6.2 Introduction of shifts:** Introduction of shiftwork or a new roster or arrangement of shift cycles may be approved after consultation with the relevant employees. Shift rosters will specify the commencing and finishing times of ordinary hours of duty of the respective shifts.

#### **N.7 Overtime**

**N.7.1 Public holiday duty minimum payment:** The minimum additional payment payable for ordinary duty performed on a public holiday for each separate attendance will be 4 hours. Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance. An employee who is in a restriction situation will be entitled to a minimum payment.

#### **N.8 Access to part time employment**

An employee returning to duty from Maternity Leave will, on application by the employee, be given access to part-time employment.

## N.9 Travelling allowances

**N.9.1** Clause N.9 applies to employees covered by Schedule N in lieu of reimbursement of travelling reimbursement under clause 13.2.

### N.9.2 Travelling allowance

An allowance in respect of accommodation, meal(s) and incidental expenses will be payable to an employee who undertakes travel on official business and is required to be absent overnight. The applicable allowance rate will be that determined by the Australian Taxation Office as a reasonable amount for the locality visited.

### N.9.3 Part day travelling allowance

An employee who is required to be absent from the employee's usual place of work on official business for a period of not less than 10 hours but is not absent overnight, may be paid an allowance **\$53.69**.

## N.10 Adjustment of Allowances

### N.10.1 Adjustment of wage related allowances

(a) Wage related allowances in this Schedule A are adjusted in accordance with increases to wages and are based on a percentage of the standard rates as specified.

#### (b) Summary of wage related allowances

Allowance	Clause	Payable	\$	% of standard rate
Welding				
Aluminium MIG	N.3.1	hourly	1.06	4.87
Aluminium TIG	N.3.2	hourly	0.76	3.47
Plasma arc process	N.3.3	hourly	1.06	4.87
Other welding	N.3.4	hourly	0.76	3.47
Epoxy-based materials – with catalyst hardener and reactive additives or two-page catalyst systems	N.4.1	hourly	0.78	3.56
Epoxy-based materials – in close proximity	N.4.2	hourly	0.61	2.81
Scaffolding				
For the first four hours or part thereof	N.5	first four hours	4.55	20.80
Per additional hour	N.5	hourly	0.93	4.26

## **N.10.2 Adjustment of expense related allowances**

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

<b>Allowance</b>	<b>Clause</b>	<b>Applicable Consumer Price Index figure</b>
Carriage of goods and passengers	N.2	Private motoring sub-group
Part day travelling allowance	N.9.3	All groups

## **Schedule O—Employment conditions specific to employees of the Special Broadcasting Service Corporation**

### **O.1 Application**

**O.1.1** The provisions of Schedule O covers persons employed by the Special Broadcasting Service Corporation (SBS) under section 54 of the *Special Broadcasting Service Act 1991* (Cth) in the classifications described in clause 12.3 of this award. For the avoidance of doubt, despite clause 3.3(f)(iv) of this award, this award and the provisions of this schedule apply to all such employees including those who may perform work within the classifications of the *Broadcasting and Recording Entertainment Award 2010*.

**O.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **O.2 Definitions**

#### **O.2.1 Ordinary hours**

(a) With reference to clause 17.1(a) of the award, full-time employees will work an average of 38 hours per week over the following cycles:

- (i) Operations Officers and Technical Officers - four week cycle;
- (ii) All other employees - two week cycle.

(b) Ordinary hours will be worked continuously each day for a minimum of three hours provided that meal breaks do not break continuity.

#### **O.2.2 Standard day**

With reference to the definition of standard day at clause 17.3(g) of the award, for the purposes of calculating leave or flextime, a standard day for non-rostered employees is seven hours and 36 minutes per day to be worked between 8.30 a.m. to 12.30 p.m. and 1.30 p.m. to 5.06 p.m. Monday to Friday.

#### **O.2.3 Day Off**

Day off means a period of 24 hours which commences eleven hours after the employee last finished work where a single day off is being taken, or eight hours after the employee last finished work where two or more consecutive days off are being taken.

#### **O.2.4 Salary barrier**

The salary barrier does not apply to Journalists.

### **O.3 Part-time employment**

**O.3.1** The following provisions should be read in conjunction with clause 9.4 of the award:

(a) Part-time employees will not be required to perform overtime without their agreement.



- (b) Where a full-time employee is permitted to work part-time for an agreed period not exceeding twelve months, that employee will have a right to:
- (i) revert to full-time employment at the expiry of the agreed period at the level the employee occupied prior to entering into the part-time work arrangement;
  - (ii) revert to full-time employment if circumstances alter before the expiry of the agreed period, and the employee is available to return to full-time work; or
  - (iii) return to the full-time position occupied before entering into the part-time work arrangement as soon as practicable, but no later than the expiry of the agreed period.

## **O.4 Redundancy**

**O.4.1** All clauses under clause 11 of this award apply with the exception of clause 11.12(c)—Notice period of termination. For the avoidance of doubt, clause 11.12(c) does not apply to employees of SBS.

### **O.4.2 Continuous service**

- (a) For the purpose of calculating payment continuous service under clause 11.9, continuous service means:
- (i) service as an employee with SBS;
  - (ii) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - (iii) service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - (iv) service with the Australian Defence Forces;
  - (v) Commonwealth service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
  - (vi) service in another organisation where:
    - an employee was transferred from that organisation with a transfer of function; or
    - an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the Commonwealth and such service is recognised for long service leave purposes.

- (b) For earlier periods of service to count there must be no breaks between the periods except where:
  - (i) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
  - (ii) the earlier period of service was with the Australian Public Service (APS) and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- (c) Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

## **O.5 Rest Periods**

**O.5.1** This clause applies in place of clause 19.10 of the award.

**O.5.2** Employees will not be rostered to work so that the cessation of one day's ordinary duty and the commencement of their next day's ordinary duty occur on the same calendar day or within eleven hours.

**O.5.3** Employees will receive a break of at least eleven hours between finishing work including overtime and commencing their next shift.

**O.5.4** Where an employee would normally be required to commence work within eleven hours of finishing work he or she will:

- (a) not be required to attend work until he or she has had eleven consecutive hours off duty, without loss of pay for ordinary working time occurring during that absence; or
- (b) if required by SBS to resume or continue work without having had eleven consecutive hours off duty:
  - (i) be paid at double rate until he or she has had eleven consecutive hours off duty; and
  - (ii) when no longer required to work, not be required to work again until he or she has had eleven consecutive hours off, without loss of pay for ordinary working time occurring during that absence.

**O.5.5** The provisions of this clause do not apply to Emergency Duty unless the actual time worked (excluding travelling time) is at least three hours on each call.

**O.5.6** The provisions of this clause only apply to employees who are eligible for overtime payment under clauses 19.7 of the award and O.11.1.

## **O.6 Annual Leave and Public Holidays**

### **O.6.1 Amount of leave**

- (a) Employees engaged as Journalists or Broadcaster/Journalists will receive six weeks' annual leave for each year of employment.

## **O.7 Allowances—Salary related**

### **O.7.1 Language allowance**

**O.7.2** SBS will pay employees a language allowance of **\$1,441.63** per annum (pro rata for part-time employees) if:

- (a) they are engaged in the Broadcaster, Journalist or Broadcaster/Journalist classifications; and
- (b) their duties require the use of a language other than English; and
- (c) they have successfully completed a language assessment test as determined by SBS.

**O.7.3** Language Allowance is to be included as salary for all purposes of the award.

### **O.7.4 Visual display terminal allowance**

- (a) Journalists required to use a visual display terminal for their work will be paid an allowance (pro rata for part-time employees) at the following rates:

<b>Classification</b>	<b>Annual Allowance</b>
	<b>\$</b>
Cadet Journalist	1,578.98
Level 1 Journalist	2,112.61
Level 2 Journalist	2,845.19
Level 3 and Level 4 Journalist	3,097.61

- (b) Visual Display Terminal Allowance is to be included as salary for all purposes of the award.

### **O.7.5 Higher duties Minimum period**

With reference to clause 14.2 of this award, higher duties allowance is only payable if employees are required to perform work at a higher classification for at least one day.

## **O.8 Allowances—Reimbursement related**

### **O.8.1 Clothing allowance**

- (a) SBS will reimburse Journalists who are required to appear on television in the course of their duties up to **\$781.23** per annum for the purchase of clothing required by the Executive Producer or News Editor.
- (b) If the Journalist is required to appear on a regular basis or presents and/or conducts live interviews the reimbursement will be increased to **\$2,082.08** per annum.

## O.8.2 Disturbance allowance

- (a) If an employee is transferred to another location for a period of not less than twelve months SBS will make the following payments:
- (i) a single allowance in accordance with the rates set out in Table 1;
  - (ii) reimbursement of reasonably incurred costs associated with the connection of a new telephone service; and
  - (iii) reimbursement of reasonably incurred costs associated with the transfer of one motor vehicle (transfer of registration, transfer of licence etc).
- (b) Disturbance allowance will be reduced by any amount otherwise reimbursed by SBS as a consequence of the employee's transfer.

**Table 1—Disturbance allowance**

<b>Employee without dependants</b>	<b>Employee with one or more dependants</b>	<b>Full-time student(s) dependant child(ren)</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>
448.69	938.94	179.93 additional per child

## O.8.3 Vehicle allowance

- (a) This clause applies in addition to clause 13.1 of the award:
- (i) The employer may grant permission and pay the allowance specified in clause 13.1(b) of the award for an employee to use a private motor vehicle owned or hired by the employee to return to the employee's permanent station to take recreation leave where the employee has been temporarily transferred from one place to another.
  - (ii) SBS may approve an additional allowance to employees who can demonstrate that the allowance payable under this clause is insufficient to meet reasonable expenses.
  - (iii) An employee, who is authorised to use a private motor vehicle for official purposes and, in using the vehicle for that purpose, is required to pay an amount for vehicle registration and/or insurance premiums in excess of the amount he or she would otherwise have had to pay, will be reimbursed for the additional costs.

## O.8.4 Removal expenses

- (a) Employees will be reimbursed removal expenses if they are required to move from one locality to another as a result of:
- (i) promotion or transfer in the interests of SBS where the transfer is for a minimum of thirteen weeks;
  - (ii) an illness which justifies transfer; or
  - (iii) disciplinary transfers in the interest of the SBS.

- (b) Eligible employees will be paid:
  - (i) the cost of conveyance of the employee and dependants by the most economical means; and
  - (ii) reasonable costs of removal of furniture and household effects of the employee and dependants.
- (c) If SBS approves the arrangements for the removal of furniture and household effects, compensation will be payable for loss or damage to the property to a maximum of **\$70,645.05**.
- (d) SBS will reimburse up to **\$173.20** towards the cost of kennelling and transporting any pets employees may have.

## **O.9 Accrued Days Off (ADO)**

**O.9.1** SBS may roster employees to work 80 hours per fortnight and accrue four hours per fortnight towards an ADO.

**O.9.2** Despite provisions elsewhere in this award, SBS and the majority of employees in a work area may agree to establish a system of ADOs for full-time rostered employees in a regular cycle to provide that:

- (a) an employee may elect, with the consent of SBS, to take an ADO at any time;
- (b) an employee may elect, with the consent of SBS, to take ADOs in part amounts;
- (c) an employee may elect, with the consent of SBS, to accrue some or all ADOs for the purpose of creating a credit to be drawn upon by the employee at times mutually agreed by SBS and the employee.

## **O.10 Rostered Days Off**

Full-time rostered employees will have four days off each fortnight, two of which should be consecutive.

## **O.11 Overtime**

Clause O.11 applies in addition to clause 19 of the award.

### **O.11.1 Eligible employees**

- (a) Journalists at all salary levels will be eligible to be paid overtime. However, where overtime is payable to Journalists classified at Journalist Level 4, the overtime will be paid at the rate of **\$51,750** per annum.
- (b) With reference to clause 19.8(b), part-time employees engaged as Broadcasters or Broadcaster/Journalists whose salary exceeds the overtime barrier will be paid additional hours at their normal hourly rate subject to the payment not exceeding:
  - (i) on any day the equivalent full-time rate; and
  - (ii) in any week the equivalent full-time rate.

### O.11.2 Overtime and conditions of payment

- (a) **Shiftworkers** – Overtime will be payable for all hours of work performed in excess of average ordinary hours over a work cycle.
- (b) **Non-Shiftworkers** – Overtime will be payable where work is performed:
- (i) on Monday to Friday outside the flextime bandwidth;
  - (ii) after completing the specified daily hours of ordinary duty, during the flextime bandwidth, Monday to Friday; or
  - (iii) on a Saturday, Sunday or public holiday.
- (c) **Casuals** – Casual employees who do not work a complete cycle will be paid overtime after working the daily hours of the equivalent full-time classification.

### O.11.3 Overtime and rates of payment for Journalists

- (a) For the purposes of this clause public holiday means Christmas Day and Good Friday.

<b>Day worked</b>	<b>Rate of payment</b>
Work in excess of rostered hours each day	Time and one half for the first 3 hours each day and double time thereafter
Rostered day off	Double time
Public Holiday	Double time, with a minimum of four hours
Sunday	Double time
Starting work before midnight and continuing until after 5 a.m. the following day	Double time for all time in excess of seven hours from commencing work

### O.11.4 Overtime and rates of payment for Broadcasters and Broadcaster/Journalists

- (a) For the purposes of this clause public holiday means Christmas Day and Good Friday.

<b>Day worked</b>	<b>Rate of payment</b>
Monday to Friday	Time and a half
Saturday	Time and one half for the first three hours and double time thereafter
Sunday	Double time
RDO/ADO	Rate that applies for the day the RDO/ADO falls on
Public Holiday	Double time and a half

**O.11.5 Overtime and rates of payment for Operations Officers & Technical Officers**

<b>Day worked</b>	<b>Rate of payment</b>
Monday to Friday	Time and a half
Saturday	Double time
Sunday	Double time
RDO/ADO	Rate that applies for the day the RDO/ADO falls on
Public Holiday	Double time and a half

**O.11.6 Overtime and rates of payment for Administrative Service Officers, Information Technology Officers who are shiftworkers**

<b>Day worked</b>	<b>Rate of payment</b>
Monday to Friday	First three hours at times at a half and double time thereafter
Saturday	Double time
Sunday	Double time
RDO/ADO	Rate that applies for the day the RDO/ADO falls on
Public Holiday	Double time and a half

**O.11.7 Calculation of overtime**

Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime claimed each fortnight.

**O.11.8 Minimum payment**

If overtime is performed before and after midnight and a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

**O.11.9 Emergency duty**

- (a) Employees who are required to come to work and deal with an emergency at a time when they would not normally have been at work will be paid at double time rates, except on public holidays when double time and a half rates will apply. Payment will include time spent travelling to and from work.
- (b) Emergency Duty does not apply:
  - (i) where notice was given to an employee prior to ceasing work;
  - (ii) to rostered employees whose ordinary commencement time is altered to meet an emergency; or
  - (iii) to restricted duty employees in accordance with 19.13 of the award.

## **O.12 Shift work**

### **O.12.1** For SBS employees 'shiftworker' means:

- (a) An employee is a shiftworker if he or she is classified in any of the following classifications:
  - (i) Operations Officer;
  - (ii) Technical Officer;
  - (iii) Broadcaster;
  - (iv) Broadcaster/Journalist;
  - (v) Journalist; or
- (b) An employee employed in a classification listed in clause 12.3 of this award, and is rostered to perform ordinary duty outside the period 6.30 a.m. to 6.00 p.m., Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period.

### **O.12.2** Payments not to affect other allowances

Shift penalty payments will not be taken into account when calculating overtime or any allowance based upon salary, nor will they be paid with respect to any shift for which any other form of penalty payment is made under this award.

### **O.12.3** Shift patterns

- (a) Shift work, a new roster or a change to shift cycles may be approved after consultation with the relevant employees. Shift rosters will specify the commencing and finishing times of ordinary hours of duty of the respective shifts.
- (b) Except at the regular change-over of shifts employees will not be required to work more than one shift in each 24 hours.

### **O.12.4** Exchange of shifts

Shiftworkers can exchange shifts or rostered days off by mutual agreement, with the consent of SBS, and provided that the arrangement does not give employees an entitlement to an overtime payment or an additional shift payment.

### **O.12.5** Averaged shift penalties

SBS and a majority of affected employees may agree on a rate of averaged shift penalties to be paid over an agreed cycle. The Union will be given reasonable opportunity to represent its members in negotiations on averaged shift penalties proposals.

### **O.12.6** Buy-out provisions

SBS and a Journalist classified at Journalist Level 4 may agree in writing to be paid a loading of 25 percent in lieu of clause O.2.1, clause 19 of the award and clauses O.11 and clause O.12.7.



### O.12.7 Rates of shift penalty payment

- (a) Journalists will be paid shift penalty payments in accordance with Table 2 provided that the maximum rate of pay for calculation of payments will be the rate of **\$51,750** per annum.

**Table 2—Shift penalty payments—Journalists**

Ordinary duty on Saturday	50% additional to the ordinary rate of pay
Ordinary duty on Sunday	100% per cent additional to the ordinary rate of pay
Ordinary duty on Monday to Friday, any part of which falls between the hours of 7.30 p.m. and 7.30 a.m.	15% for the whole shift additional to the ordinary rate of pay
Ordinary duty for at least four weeks on a shift, falling wholly within the hours of 7.30 p.m. and 7.30 a.m.	additional 30% of salary for each shift during that period

- (b) All shiftworkers, except Journalists, will be paid shift penalty payments according to Table 3.

**Table 3—Shift penalty payments—non Journalists**

Ordinary duty on Saturday	50% additional to the ordinary rate of pay
Ordinary duty on Sunday	100% per cent additional to the ordinary rate of pay
Ordinary duty on Monday to Friday, any part of which falls between the hours of 6.00 p.m. and 6.30 a.m.	15% for the whole shift additional to the ordinary rate of pay
Ordinary duty for at least four weeks on a shift, falling wholly within the hours of 6.00 p.m. and 6.30 a.m.	additional 30% of salary for each shift during that period

### O.12.8 Public holiday penalty payments

- (a) This provision does not apply to Journalists and Broadcaster/Journalists.
- (b) Full-time shiftworkers who have an RDO on a public holiday will be granted a day off in lieu of the holiday. The day off must be taken within one month. Where it is not possible to grant a day off in lieu, the employee will be paid one day's pay at the ordinary rate.
- (c) Employees who are rostered to work and work on a public holiday will be paid 150 per cent additional to the ordinary rate of pay.

### O.12.9 Public Holidays for Journalists and Broadcaster

Journalists and Broadcaster/Journalists observe Christmas Day and Good Friday as follows:

- (a) in the fortnight in which Christmas Day and Good Friday occur, ordinary hours will not exceed 72 and the number of working days for the fortnight will be reduced by one.

### **O.13 Yearly close down**

- O.13.1** Where an area observes close-downs at Christmas or another period, employees in that area will use their annual leave credits to observe that period of close-down unless required to attend work.
- O.13.2** If employees do not have enough annual leave credit (including any anticipated credit) to cover the period of close-down, leave without pay to count as service for all purposes will be granted for the period where paid leave is unavailable.
- O.13.3** SBS may require any part of the organisation to be kept open for the whole or any portion of the close-down period and may require employees to attend work during the whole or part of that period.

### **O.14 Ceremonial Leave**

- O.14.1** Leave without pay may be granted to employees of Aboriginal or Torres Strait Islander descent for ceremonial purposes including bereavement and ceremonial obligation under Aboriginal or Torres Strait Islander law.
- O.14.2** The maximum period of leave that may be granted is ten days in any two year period.
- O.14.3** Ceremonial leave does not count as service for any purpose.

### **O.15 Paid maternity leave**

#### **O.15.1 Entitlement**

- (a) An eligible employee will be entitled to up to twelve weeks' paid leave.
- (b) The rate of pay for the period of paid absence will be calculated as for sick leave on full pay.

#### **O.15.2 Eligible employee for payment**

- (a) To be eligible to receive paid maternity leave, an employee must have twelve months' continuous service either:
  - (i) under the *Special Broadcasting Service Act 1991* or the *Public Service Act 1999* or a combination of both;
  - (ii) with an authority prescribed by the Maternity Leave Regulations as a person prescribed under such Regulations; or
  - (iii) with an employing authority established for a public purpose by a Commonwealth statute.
- (b) To be eligible for paid maternity leave an employee must be entitled, as a condition of her employment, to sick leave.

## **O.16 Expenses**

- (a) An employee shall be reimbursed out of pocket expenses reasonably incurred in the course of their employment which may include telephone costs, damage to personal effects and recording equipment maintenance. Wherever practicable, such expenses shall be approved in advance.
- (b) Employees engaged at Parliament during sittings of Parliament reporting proceedings or covering political rounds, shall be paid the following minimum expenses for all meals taken:
  - (i) Lunch – **\$15.95**;
  - (ii) Dinner – **\$15.95**;
  - (iii) An additional **36** cents when the work lasts until midnight;
  - (iv) A further **36** cents when the work lasts after 4 a.m.;
  - (v) A further **\$15.95** for breakfast if the work extends to 7 a.m.
- (c) Where employees are required to commence duty before their normal starting time or are engaged on work until after the normal ceasing time and the ordinary means of transport from or to an employee's home are not available, employees shall be provided with transport or allowed the cost of that transport.
- (d) An employee shall be reimbursed cost of travel by long distance train incurred in the course of their employment subject to prior approval by SBS.

## **O.17 Cadets**

- O.17.1** A cadet means an employee who is constantly or regularly in training for journalism and who has not become a classified Journalist.
- O.17.2** The Higher School Certificate or its equivalent year twelve qualification shall normally be the minimum entry requirement for a cadetship. SBS shall have the right to appoint to cadetship a person without such qualification.
- O.17.3** The rates of payment to cadets shall be as prescribed in table C2 of this award.
- O.17.4** For all cadets apart from graduates, the period of cadetship shall not exceed three years provided that cadet training requirements are met.
- O.17.5** For a cadet who commences a cadetship as a graduate of a tertiary course approved by SBS, the period of cadetship shall not exceed one year during which the cadet shall be paid at the rate for a cadet in the final year.
- O.17.6** A cadet who, after twelve months or more employment, completes a tertiary course approved by SBS shall be advanced to the final year of the cadetship.
- O.17.7** Cadets shall be instructed progressively throughout their cadetship in practical journalism as it operates within the department in which for the time being the cadet is employed and a responsible person shall supervise such training.

**O.17.8** Cadets entering upon cadetships shall be made familiar with the activities of the departments in which for the time being they are employed so that they may have a full knowledge of the handling of news from its collection to its broadcast including:

(a) Attendance at a series of lectures by senior journalists and/or other authorities on the theory and practice of journalism, such as lectures on the laws or practices currently in force in the State of publication on the subject of libel, contempt of Court, Parliamentary and Court privilege and also lectures on political or economic or other subjects of value to cadets, provided that, where cadets have the opportunity of undertaking a journalism course approved by SBS in a State where such a course is available, the lectures given in such a course shall be deemed to be the lectures for the purpose of this clause.

(b) Cadets shall learn typewriting and, if they wish, shorthand.

**O.17.9** Cadets shall be given as wide a practical experience in reporting work as possible within the scope of the department. Cadets shall be given suitable opportunities to develop their skills in reporting and subediting. In the course of their training cadets shall accompany classified journalists on assignments to receive practical instruction.

**O.17.10** A cadet shall be permitted by SBS to be absent during ordinary working hours for periods not exceeding a total of four hours in any week to attend lectures or classes or examinations approved by SBS. In addition, a cadet may, for periods not exceeding a total of six hours in any week, attend an Australian University for a course of the Diploma of Journalism or other course approved by SBS.

## **O.18 Classifications—Broadcasters and Broadcaster/Journalists**

### **O.18.1 BAND ONE – LEVEL 1**

Broadcasters classified in band one have acquired the necessary skills for entry to SBS broadcasting and are gaining experience in a wide range of practical areas and/or are undertaking additional training. They perform normal broadcasting duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgement and/or the exercise of more advanced skills. Beginning as level one broadcasters they require decreasing supervision and exercise greater professional judgement and skills through the band.

### **O.18.2 BAND TWO – LEVEL 2 AND 3**

Broadcasters classified in band two have obtained wide practical experience and are exercising advanced skills. They are capable of working independently and of exercising initiative and judgement on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

### **O.18.3 Salary rates**

(a) **Classifications and rates of pay:** All eligible employees performing work within the classifications listed in the Table 4, will be paid no less than the salary within the range adjacent to the relevant classification as set out in the Table.

(b) **Salary rates**

**Table 4**

<b>Classification</b>	<b>\$</b>
Cadet Journalist	36,092
Broadcaster 1; Broadcaster Journalist Level 1	44,136
Broadcaster 2; Broadcaster Journalist Level 2	54,563
Broadcaster 3; Broadcaster Journalist Level 3	58,331
Journalist 4	66,749
Operations Officer Level 1	37,278
Operations Officer Level 2	46,335
Operations Officer Level 3	50,817
Operations Officer Level 4	55,229
Operations Officer Level 5	56,885
Operations Officer Level 6	58,050
Technology Officer Level 1	42,919
Technology Officer Level 2	45,176
Technology Officer Level 3	49,750
Technology Officer Level 4	55,229

## **O.19 Adjustment of Allowances**

### **O.19.1 Adjustment of wage related allowances**

- (a) Wage related allowances in this Schedule O are adjusted in accordance with increases to wages and are based on a percentage of the standard rates as specified.

(b) **Summary of wage related allowances**

<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Visual Display Terminal Allowances – Cadet Journalist	O.7.4(a)	Annually	1,578.98	7,223.14
Visual Display Terminal Allowances – Journalist Level 1	O.7.4(a)	Annually	2,112.61	9,664.26
Visual Display Terminal Allowances – Journalist Level 2	O.7.4(a)	Annually	2,845.19	13,015.50
Visual Display Terminal Allowances – Journalist Level 3 and 4	O.7.4(a)	Annually	3,097.61	14,170.21

## O.19.2 Adjustment of expense related allowances

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

<b>Allowance</b>	<b>Clause</b>	<b>Applicable Consumer Price Index figure</b>
Clothing allowance	O.8.1	Clothing sub-group
Clothing allowance – appears regularly, presents on television or conducts live interviews	O.8.1	Clothing sub-group
Disturbance allowances	O.8.2	All groups
Compensation for loss or damage to property during the removal of furniture and household effects	O.8.4(c)	All groups
Pet kennelling and transporting	O.8.4(d)	Transportation sub-group
Lunch	O.16(b)(i)	Takeaway and fast foods sub-group
Dinner	O.16(b)(ii)	Takeaway and fast foods sub-group
Breakfast	O.16(b)(v)	Takeaway and fast foods sub-group
Additional meal allowance if work lasts until midnight	O.16(b)(iii)	Takeaway and fast foods sub-group
Additional meal allowance if work lasts after 4 a.m.	O.16(b)(iv)	Takeaway and fast foods sub-group

## **Schedule P—Employment conditions specific to employees of Tourism Australia**

### **P.1 Application**

**P.1.1** The provisions of Schedule A only cover employees employed by Tourism Australia.

**P.1.2** This schedule should be read in conjunction with the body of the award. Where there is an inconsistency between the terms of the award and this schedule the terms of this schedule will prevail.

### **P.2 Home based employment**

Home based employment may be used by agreement between the employer and an employee to permit an employee to perform part of the ordinary weekly hours of duty at home.

### **P.3 Work continuously**

The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.

### **P.4 Shift work**

**P.4.1** The provisions of the award with respect to shiftworkers do not apply to Tourism Australia. This includes the following provisions of the award:

- (a) clause 2.1 (definition of shiftworker);
- (b) clause 11.10(d) (Rate of payment – redundancy pay);
- (c) clause 17.4 (Shiftworkers);
- (d) clause 18 (Penalty rates – Shiftworkers);
- (e) clause 19.9 (Overtime – Shiftworkers) ;
- (f) clause 20.3 (Annual leave); and
- (g) clause 20.4 (Additional leave for certain shiftworkers).

### **P.5 Excluded provisions**

**P.5.1** The following provisions of the award do not apply to Tourism Australia and its employees:

- (a) Clause 13.1 (Vehicle allowance);
- (b) Clause 13.2 (Travelling reimbursement);
- (c) Clause 13.5 (First Aid allowance); and
- (d) Clause 14.3 (Payment of higher duties allowance during period of paid leave).

## Schedule Q—Supported Wage System

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.

### Q.1 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 Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

### Q.2 Eligibility criteria

**Q.2.1** 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.

**Q.2.2** 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.

### Q.3 Supported wage rates

**Q.3.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause Q.4)	Relevant minimum wage
%	%
10	10
20	20
30	30



<b>Assessed capacity (clause Q.4)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
40	40
50	50
60	60
70	70
80	80
90	90

**Q.3.2** Provided that the minimum amount payable must be not less than **\$82** per week.

**Q.3.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

#### **Q.4 Assessment of capacity**

**Q.4.1** 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.

**Q.4.2** 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 Fair Work Act.

#### **Q.5 Lodgement of SWS wage assessment agreement**

**Q.5.1** 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.

**Q.5.2** 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.

#### **Q.6 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.

#### **Q.7 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.

## **Q.8 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.

## **Q.9 Trial period**

- Q.9.1** 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.
- Q.9.2** 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.
- Q.9.3** The minimum amount payable to the employee during the trial period must be no less than **\$82** per week.
- Q.9.4** Work trials should include induction or training as appropriate to the job being trialled.
- Q.9.5** 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 Q.4.

## **Schedule R—School-based Apprentices**

- R.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.
- R.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- R.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.
- R.4** For the purposes of clause R.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.
- R.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.
- R.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.
- R.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- R.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.
- R.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.
- R.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.
- R.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule S—National Training Wage

### S.1 Title

This is the National Training Wage Schedule.

### S.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract.

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

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

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed.

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

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

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract.

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training

package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

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

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

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

### **S.3 Coverage**

**S.3.1** Subject to clauses S.3.2 to S.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix S1 to this schedule or by clause S.5.4 of this schedule.

**S.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 S1 to this schedule.

**S.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.

**S.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.

**S.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.

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

### **S.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

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

**S.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.

## S.5 Minimum Wages

### S.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

Subject to clause S.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 S1 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 S.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 S1 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 S.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 S1 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 S.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 S.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

## S.5.2 Minimum wages for part-time traineeships

### (a) Wage Level A

Subject to clauses S.5.2(e) and S.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 S1 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>
	<b>\$</b>	<b>\$</b>	<b>\$</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 S.5.2(f) and S.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 S1 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>
	<b>\$</b>	<b>\$</b>	<b>\$</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 S.5.2(f) and S.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 S1 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>
	<b>\$</b>	<b>\$</b>	<b>\$</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
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 S.5.2(f) and S.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 S1 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 S.5.2(f) and S.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 S.5.2(f) and S.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	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 S.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 S.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 S.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**S.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.

**S.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 S1 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.

## **S.6 Employment conditions**

**S.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.

**S.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.

**S.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: 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 S.5.2(f)(ii) and not by this clause.

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

## Appendix S1: Allocation of Traineeships to Wage Levels

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

### S1.1 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

<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
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

## S1.2 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

<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

### S1.3 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