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**Sent:** Thursday, 19 May 2016 4:18 PM  
**To:** Chambers - Johns C  
**Cc:** RAUTIO, Dan; LIN, Alicia; Lindsay Benfell  
**Subject:** AM2016/12 - update on the Australian Government Administration Industry Award  
[SEC=UNCLASSIFIED]

Good afternoon Associate

I am writing to advise that the outstanding issues in relation to the body of the Australian Government Administration Industry (AGAIA) award have been resolved between the parties. I attach a revised draft which reflects a consent position on the body of the award. It would be appreciated if this could be added to the FWC website for this matter.

A copy of the award will be sent to all parties.

There was one outstanding issue about coverage I undertook to provide further information on. In a brief conference with Commissioner Johns on 13 April 2016 he indicated that the coverage clause of the AGAIA should specifically exclude trading enterprises of state and authorities in Victoria.

At the conciliation conference last week Commissioner Johns raised this issue again, noting the draft did not specifically address these matters. I advised the Commissioner that we had sought legal advice to ensure those two issues were addressed and offered to provide him with further information.

Firstly, subclause 3.1(a) of Coverage (of the attached draft) specifies the "Australian Government administration industry" covers bodies established by the Commonwealth for a public purpose. Further 3.1 (b) restricts the operation of this clause to 'Commonwealth entities within the meaning of the *Public Governance, Performance and Accountability Act 2013 (Cth)*.

Legal advice indicates the inclusion of these elements in the definition automatically excludes Victorian authorities, and no specific exclusion is necessary.

The advice on trading entities of states is not as clear. This is in the main due to uncertainty about what bodies the Bench is thinking about when using this term. If they are not the types of employers covered by the *Public Governance, Performance and Accountability Act 2013 (Cth)* than they are not covered by virtue of clause 3.1(b).

There are complexities around the coverage clause that we have been working through. Based on our legal advice, we are concerned that a number of potential issues could arise should we explicitly exclude trading enterprises of state from coverage. Relevantly, we are advised the features of a trading entity of state can vary and this uncertainty may cause confusion, rather than clarifying award coverage. We note this could become an issue for agencies such as Australian Hearing.

Based on our advice to date, our preference is to rely on the existing coverage provisions to address these two matters. We would be grateful for the Commissioner's views should he have concerns, specifically if this approach addresses the concerns of the Bench or if explicit exclusions should be added to the coverage clause.

If the Bench would like further detail in the body of the award it would be appreciated if you could provide some examples of the entities you are looking to exclude to allow us to arrive at a clause that address the concerns without having unintended consequences.

Finally, work on schedules is progressing well – we will provide a verbal update at tomorrow's conference.

If you have any questions or require further information please let me know.

Regards

Donna

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**Exposure Draft—version 7 - 18 May 2016**

**(AM2016/16)**

**Australian Government Administration Industry Award 2016**

**PLEASE NOTE – SCHEDULES E – P ARE STILL TO BE  
FINALISED**

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## Part 1—Application and Operation

### 1. Title and commencement

1.1 This award is the Australian Government Administration 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; 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.

**AGA** means Australian Government Administration.

**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 AGA 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 AGA 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 AGA Level 7.

**shift worker** 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 AGA 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 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 DE to P 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

- (a) **Australian Government administration industry** means all activities undertaken by bodies established by the Commonwealth for a public purpose.
- (b) **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*. 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* as a result of clause 3.3(b) of this award.

- (c) **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.

#### 3.2 Coverage

- (a) This award covers the Australian Government administration industry.
- (b) Subject to clauses 3.3 to 3.5, this modern award covers an employer in the Australian Government administration 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 who are 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 sub-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 administration 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 sub-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
A.0.1(b)(ii)	Variation to the span of ordinary hours
17.3(e)	Operation of flex-time
18.6	Averaging of shift penalties

- 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;
- (b) any agreement between an employer and a majority of employees must be recorded in writing. The following conditions apply to the use of facilitative provisions:

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

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

#### **7.1 This term 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 paragraph 7.1(a):**

- (a)** the employer must notify the relevant employees of the decision to introduce the major change; and
- (b)** sub-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 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 paragraph 7.1(a) and subclauses 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 paragraph 7.1(b):
    - (i) the employer must notify the relevant employees of the proposed change; and
    - (ii) subclauses (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 subclause 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 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 8.4 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 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) 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** An eligible employer is:

- (a) an employer who on the commencement of this award was bound by 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.

### **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 subclauses 11.7 and 11.8
- (b) The redundancy pay provided for in clause 11.9(a) incorporates any NES entitlement. However, if the NES entitlement provides a greater benefit, the NES entitlement applies instead of clause 11.9(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 Administration 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 (b) and 12.5, is set out in the following table.

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

(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) AGA 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 he/she was 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 AGA 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:

Length of service as an apprentice	% of AGA level 2 rate
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 AGA 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.

Qualification Held	Weekly Rate \$	% of standard rate
St John Ambulance Australia 'Provide First Aid' (previously known as Apply First Aid or Senior First Aid) or an equivalent qualification	10.57	49.51
St John Ambulance Australia 'Advanced First Aid' Certificate or an	12.99	60.84

equivalent qualification		
St John Ambulance Australia 'Occupational First Aid' or an equivalent qualification	15.94	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 (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 sub-clause (a) does not apply, this sub-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:
  - (v) 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
  - (vi) 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 (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 shift worker.
- (b) **Span of hours**
  - (i) Ordinary hours will be worked between the hours of 8.00am and 6.00pm, 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) Flexitime 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 flexitime by arrangement with their supervisors.
- (d) Flexitime systems will operate consistent with the provisions of this clause, containing arrangements for the standard day, span of hours in accordance with subclause 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**

- (i) A **standard day**, for the purposes of flextime, is 7 hours and 21 minutes per day for an employee who works 36 <sup>3</sup>/<sub>4</sub> hours per week;
- (ii) **Settlement period** means the ordinary working days over which calculations are made to determine flex credit or flex debit carry over;
- (iii) **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;
- (iv) **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.
- (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:

Ordinary hours worked:		Penalty rate	Casual penalty rate
<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 pm and 6.30am.	115%	140%
<b>Continuous Night</b>	Where shifts falls wholly within the period 6.00 pm and 8.00am and are worked for a period exceeding four weeks (note- eligibility for part-time shift workers is subject to 18.3).	130%	155%
<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

- (a) Part-time shift-workers will be entitled to continuous night penalty rate only where:
- (i) 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
  - (ii) 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 6.00pm and 6.30am.

#### **18.4 Public holidays**

- (a) Public holidays are provided for in the NES. Additional terms relating to public holidays are set out at clauses 24 and 25 of this award. 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 sub-clause 24.4 applies.
- (b) 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.
- (c) If it is not practicable to grant the employee a day off under clause 18.4(b) the employee will be paid one day's pay at the ordinary rate.

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

Change to rostered hours of duty can be by mutual consent at any time or by amendment of the roster on seven days' notice.

- (a) 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.
- (b) The penalty rates in 19.6(a) 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 18.2(b) over an agreed cycle.

### **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(a), 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 8.00am to 6.00pm, 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).



**(c) Casual employees**

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:

- (i) Monday to Friday, outside the span of ordinary hours;
- (ii) on a Saturday, Sunday or a holiday; or
- (iii) in excess of 36<sup>3</sup>/<sub>4</sub> hours in a week.
- (iv) 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:

For overtime worked on	Overtime rate
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 - Shift workers**

(a) A full-time shift worker 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 shift worker 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:

- (i) on any day beyond the normal rostered hours of duty on that day; or
- (ii) in excess of 36 <sup>3</sup>/<sub>4</sub> hours in a week or an average of 36 <sup>3</sup>/<sub>4</sub> 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:

For overtime worked on	Overtime time rate
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 (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 (a), an employee will be considered an eligible shiftworker if rostered to perform ordinary duty:

(i) Outside the period of 6.00am to 6.00pm, 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 Excessive leave accruals

**Note:** A dispute in relation to the operation of this clause may be dealt with in accordance with the dispute resolution clause of this award [clause 9]

(a) This clause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.

#### (b) Definitions

An employee has an **excessive leave accrual** if:

(i) the employee is not a shiftworker and has accrued more than eight weeks' paid annual leave; or

(ii) the employee is a shiftworker and has accrued more than 10 weeks' paid annual leave.

**(c) Eliminating excessive leave accruals**

**(i) Dealing with excessive leave accruals by agreement**

Before an employer can direct that leave be taken under subclause (c)(i) or an employee can give notice of leave to be granted under subclause (d)(i)(i), the employer or employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.

**(i) Employer may direct that leave be taken**

This subclause applies if an employee has an excessive leave accrual. If agreement is not reached under subclause (i), the employer may give a written direction to the employee to take a period or periods of paid annual leave. Such a direction must not:

- (i) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under subclause (d));
  - (ii) require the employee to take any period of leave of less than one week;
  - (iii) require the employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee;
  - (iv) require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; or
  - (i) be inconsistent with any leave arrangement agreed between the employer and employee.
- (iii)** An employee to whom a direction has been given under this subclause may make a request to take paid annual leave as if the direction had not been given.

Note: The NES state that the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

- (iv) If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.
- (v) The employee must take paid annual leave in accordance with a direction complying with this subclause.

**(d) Employee may require that leave be granted**

- (i) This subclause applies if an employee has had an excessive leave accrual for more than six months and the employer has not given a direction under subclause (c)(i) that will eliminate the employee's excessive leave accrual.

- (ii) If agreement is not reached under subclause (i), the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave. Such a notice must not:
  - (i) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under this subclause);
  - (ii) provide for the employee to take any period of leave of less than one week;
  - (iii) provide for the employee to take any period of leave commencing less than eight weeks after the day the notice is given to the employer;
  - (iv) provide for the employee to take any period of leave commencing more than 12 months after the day the notice is given to the employer; or
  - (v) be inconsistent with any leave arrangement agreed between the employer and employee.
- (iii) The maximum amount of leave that an employee can give notice of under this subclause is: four weeks' leave in any 12 month period if the employee is not a shiftworker, and five weeks' leave in any 12 month period if the employee is a shiftworker.
- (iv) The employer must grant the employee paid annual leave in accordance with a notice complying with this subclause.

## **20.6 Annual Leave in advance**

- (a) An employer and employee may agree to the employee taking a period of paid annual leave in advance of the employee accruing an entitlement to such leave provided that the agreement meets the following requirements:
  - (i) it is in writing and signed by the employee and employer;
  - (ii) it states the amount of leave to be taken in advance and the date on which the leave is to commence; and
  - (iii) it is retained as an employee record.
- (b) This subclause applies if an employee takes a period of paid annual leave in advance pursuant to an agreement made in accordance with sub-clause (a). If the employee's employment is terminated before they have accrued all of the entitlement to paid annual leave which they have taken then the employer may deduct an amount equal to the difference between the employee's accrued annual leave entitlement and the leave taken in advance, from any monies due to the employee on termination.

## **20.7 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with this clause.
- (b) An employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided that the following requirements are met:
  - (i) Each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the employer and the employee which must:
    - (i) be in writing and retained as an employee record;
    - (ii) state the amount of accrued leave to be cashed out and the payment to be made to the employee;
    - (iii) state the date on which the payment is to be made, and
    - (iv) be signed by the employer and employee and, if the employee is under 18 years of age, the employee's parent or guardian.
  - (ii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;
  - (iii) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
  - (iv) employees may not cash out more than two weeks' accrued annual leave in any 12 month period.

Note 1: Under s.344 of the *Fair Work Act 2009*, an employer must not exert undue influence or undue pressure on an employee to make an agreement to cash out paid annual leave under this award clause.

Note 2: Under s.345 of the *Fair Work Act 2009*, a person must not knowingly or recklessly make a false or misleading representation about an employee's workplace rights under this award clause.

## **20.8 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.

## **20.9 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 (known as PC1s and PC2s).

## **Schedule B—Classifications**

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

### **B.1 AGA Level 1**

- (a) Employees in the proposed 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 AGA Level 2**

- (a) Employees in the proposed 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 AGA Level 3**

- (a) Employees in the proposed 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) AGA 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 AGA Level 4**

- (a) Employees in the proposed 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) AGA 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 AGA Level 5**

- (a) Employees in the proposed classification would generally be required to undertake work that is moderately 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 AGA Level 6**

- (a) Employees in the proposed 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 AGA Level 7**

- (a) Employees in the proposed 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 AGA Level 8**

- (a) Employees in the proposed 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) AGA 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.

AGA Level 1	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)
AGA Level 2	ASO class 2 GSO level 5 GSO level 6 Research Officer level 1 Technical Officer leave 1 Australian Hearing level 2 Tourism Marketing Officer class 2
AGA Level 3	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
AGA Level 4	ASO class 4 ITO class 1 Research Officer Grade 2 Foreign Affairs Officer Class 1

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

	<p>Senior Officer grade C</p> <p>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>
AGA Level 8	<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>



Education Officer Class 8  
Foreign Affairs Officer Class 4  
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

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

**D.1** For the purposes of clause 11.2 the term eligible employer includes, but is not limited to, the following :

- (a) Australian Council of the Arts
- (b) Australian Film, Radio and Television 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

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

**E.1** The provisions of Schedule D only cover employees employed by Australian Council for the Arts unless excluded from coverage under clause 3.4 of this award.

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.

### Shift work

**E.1.1** The provisions of the Award with respect to shift workers shall not apply to Australia Council. This includes the following provisions of the Award:

- (a) clause 2.1 (definition of shift worker);
- (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 – Shift workers) ;
- (f) clause 20.3(Annual leave); and
- (g) clause 20.4 (Additional leave for certain shiftworkers).

### Restriction duty

Reference to restriction duty in the award will not apply to Australia Council, as detailed in clause 19.13.

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

- F.1** The provisions of Schedule F only cover employees employed by the Australian Film, Radio and Television School unless excluded from coverage under clause 3.3 of this award.
- F.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.3 Definitions in this schedule:**
- F.3.1** **AFTRS** means the Australian Film, Radio and Television School.
- F.3.2** **Salary barrier** - any reference to the salary barrier in the award means AFTRS Level 6.
- F.4 Redundancy**
- F.4.1** This clause applies in addition to the provisions contained in clause 11 of the award.
- F.4.2** For the purposes of this clause “ongoing employee” means an employee engaged to be employed on a continuing basis.
- F.4.3** 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.4.4** The maximum sum payable as redundancy pay for employees engaged in the Teaching/Training classification stream is 52 weeks’ salary.
- F.5 Classifications**
- F.5.1** This clause applies in place of clause 12 and **Error! Reference source not found.** of the award.
- F.5.2** 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.5.3** 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.5.4** The Australian Film, Television and Radio School 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.6 Minimum pay rates**

**F.6.1** This clause applies in place of clauses 12.1, 12.1 and 12.3 of the award.

**F.6.2** 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.6.3** 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.6.4 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.

<i>Classification Level</i>	<i>Minimum Annual Pay Rate (36.75 hours/week)</i>	<i>Minimum Hourly Pay Rate</i> \$
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 D	99,690	52.00

**F.7 Part Day Travelling Allowance**

**F.7.1** This clause applies in addition to clause 13.2 of the award.

**F.7.2** Part day travelling allowance of \$33.00 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.8 Excess travel time**

**F.8.1** This clause applies in place of clause A.0.1(b)(i):

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

**F.9 Higher Duties**

**F.9.1** 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.10 Emergency Duty**

**F.10.1** This clause applies in addition to clause 19.12 of the award:

- (a) The minimum payment shall be for 2 hours at double time.
- (b) 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.
- (c) 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.11 Personal/Carer's Leave and Compassionate Leave**

**F.11.1** This clause applies in addition to clause 21 of the award:

- (a) 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.12 Work Level Standards**

This clause applies in place of **Error! Reference source not found.** to the award.

**F.12.1 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.

**(c) 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.

**(d) 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:
  - (i) perform trade work requiring a high level of trade skill under general supervision;
  - (ii) employ initiative and judgement above that at the general trades level;
  - (iii) operate vehicles and equipment requiring an advanced level of skill under limited direction;
  - (iv) under limited supervision, supervise, plan and coordinate the work of a small work team undertaking predominantly a variety of manual tasks;
  - (v) undertake straightforward technical practitioner work under close technical guidance;
  - (vi) exercise initiative and judgement in solving day to day operations problems, or
  - (vii) maintain records and undertake basic reporting.

**(e) 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.

**(f) 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.

**(g) 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.

**(h) 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.
- (i) 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.
- (j) 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.12.2 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:
  - (i) conducting tutorials, practical classes, demonstrations, workshops and student productions;
  - (ii) conducting investigations into current developments in the screen and broadcasting industries;
  - (iii) initiation and development of course materials;
  - (iv) preparation and delivery of lectures and seminars;
  - (v) consultation with and supervision of students;
  - (vi) marking and assessing;
  - (vii) conduct of research, and
  - (viii) 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:
  - (i) conducting tutorials, practical classes, demonstrations, workshops and student productions;
  - (ii) conducting investigations into current developments in the screen and broadcasting industries;
  - (iii) development of components of curriculum/programs of study;
  - (iv) preparation and delivery of lectures and seminars;

- (v) supervision of students' training development;
- (vi) marking and assessment;
- (vii) student consultation;
- (viii) conduct of research as appropriate and/or provision of leadership of a research team, and
- (ix) 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:

(i) conducting tutorials, practical classes, demonstrations, workshops and student productions;

(ii) conducting investigations into current developments in the screen and broadcasting industries;

(iii) developing curriculum/programs of student;

(iv) initiation and development of course material;

(v) course coordination;

(vi) marking and assessment;

(vii) preparation and delivery of lectures and seminars;

(viii) supervision of students, and

(ix) 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.

DRAFT - WITHOUT PREJUDICE

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

**G.1** The provisions of Schedule C only cover employees employed by the Australian Institute of Marine Science.

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.

Moving Household:

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.

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.

DRAFT - WITHOUT PREJUDICE

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

- H.1** The provisions of Schedule H only cover employees employed by Australian Hearing Services (Australia Hearing).
- H.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.

### **Shift work**

- H.2.1** The provisions of the Award with respect to shift workers shall not apply to Australian Hearing. This includes the following provisions of the Award:
- (a) clause 2.1 (definition of shift worker);
  - (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 – Shift workers) ;
  - (f) clause 20.3 (Annual leave); and
  - (g) clause 20.4 (Additional leave for certain shiftworkers).

### **H.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 a part-day travelling allowance of \$42.00 per day.

### **H.4 Community language allowance**

- H.4.1** 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>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.	<b>\$705.00</b>
<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.	<b>\$1,410.01</b>

**H.4.2** At the time of any adjustment to the standard rate, each expense related allowance in clause H.3 and H.4 will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

**H.4.3** The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Part day travelling allowance	Transport group
Community language allowance	All Groups

#### **Parental leave**

**H.4.4** Parental leave is provided for in the NES. The following provisions supplement the NES entitlement.

**H.4.5** An employee is an eligible employee for the purposes of the provisions of this clause if:

- (a) the employee is entitled, as a part-time or full-time employee; and
- (b) the employee has at least 12 months' continuous service with Australian Hearing.
- (c) 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:
  - (i) employment under the *Public Service Act 1999*;
  - (ii) employment with an authority prescribed by the Maternity Leave Regulations;
  - (iii) employment as a person described under the Maternity Leave Regulations; or
  - (iv) employment with an employing authority established for a public purpose by a Commonwealth statute.
- (d) 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.
- (e) The rate of pay for the period of paid absence will be calculated as for personal / carer's leave on full pay.
- (f) 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.
- (g) 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) Nothing in this clause will be taken to alter the existing entitlements to paid or unpaid parental leave, or to alter the existing arrangement for the administration of parental leave.

**H.4.6 Return to work:** An employee returning to duty from maternity leave will, on application by the employee, be given access to part-time employment.

District Allowance

Subject to further discussion with the CPSU.

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

**I.1** The provisions of Schedule I only cover employees employed by the Australian Maritime Safety Authority.

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.

### **Definitions in this schedule:**

**I.2** **AMSA means the Australian Maritime Safety Authority.**

**I.2.1** **Salary barrier** as defined in clause 2.1 will mean the maximum annual salary payable to the AMSA Level 5 classification.

**I.2.2** **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).

### **Redundancy**

**I.2.3** For the purpose of determining a redundancy payment under clause 11.6, ‘continuous service’ will include continuous Commonwealth service, as defined in the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)*.

**I.2.4** 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.2.5** 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.2.6** An employee will not be eligible for the entitlements under clause 11– Redundancy where he / she has not been an employee for twelve months continuously.

### **Higher duties allowance**

- I.2.7** 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 his/her own salary and the salary he/she would receive if promoted to the higher classification.
- I.2.8** 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.2.9** Higher duties allowance counts as salary for the purposes of calculating meal allowances and overtime.
- I.2.10** Higher duties allowance will continue to be paid for any leave or public holidays during the period of temporary performance.

#### **Field Allowance**

- I.2.11** 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 \$22.34 per day.
- I.2.12** This payment consolidates allowances related to excess travelling time, disability allowance, first aid allowance and all other industry allowances.
- I.2.13** 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.2.14** 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.2.15** No payment will be made for time in lieu credited to an employee if that employee resigns or is terminated for any other reason.

#### **International Labour Organization (ILO) Convention 147:**

- I.2.16** 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) 19.863% of the minimum annual salary for level 3 AMSA employee (\$8173 at the commencement of this award) per annum where employed in an AMSA Port Office; and
  - (b) 14.410% of the minimum annual salary for level 3 AMSA employee (\$5930 at the commencement of this award) per annum where employed in AMSA's Canberra Office.
- I.2.17** An employee required to work on surveys, inspections and compass adjustments in accordance with the *Navigation Act 1912* (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.2.18** Time spent travelling to and from the place of work is included in the calculation of time worked in respect of clause 14 – Higher Duties.
- I.2.19** Mandatory qualifications for employees covered by this clause are as prescribed by AMSA with reference to guidelines issued by the International Maritime Organization.

**Vehicle allowance:**

- I.2.20** An employee of the Australian Maritime Safety Authority will not be eligible for a vehicle allowance included at clause 13.1.

**Travelling reimbursement**

- I.2.21** An employee of the Australian Maritime Safety Authority will not be eligible for a travelling reimbursement included at clause 13.2.

**Excess travel time**

- I.2.22** An employee will not be eligible for payment for excess travelling time under 14.3 – Excess travel time 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 F.6.

**Shift work**

- I.2.23** Ordinary hours of duty for an employee working shift work will not exceed an average of 36 and 3/4 hours per week and any one shift will not exceed twelve hours of duty including handover and takeover arrangements.
- I.2.24** 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.2.25** 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.

**Penalty payments – shift work**

**I.2.26** 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.

**I.2.27** 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.

**I.2.28** 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.

**I.2.29** 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.

**I.2.30** 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.

**Overtime – shift work**

**I.2.31** For overtime duty performed on a Saturday, payment will be made at the rate of double time.

**I.2.32** For overtime duty performed on a Sunday, payment will be made at the rate of double time.

**I.2.33** For overtime duty performed on a public holiday, payment will be made at the rate of double time and one half.

**I.2.34** An employee who has been required to perform duty additional to his/her 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.

**I.2.35** 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.

**I.2.36** 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.

**Rest relief after overtime**

**I.2.37** Where an employee works overtime and has not taken a break of eight consecutive hours before commencing ordinary duty on the next day, the employee can be absent from duty without loss of pay for ordinary working time until this requirement has been satisfied.

- I.2.38** Reasonable travelling time to and from the place of employment is to be granted, in addition to the eight hours off duty.
- I.2.39** Where an employee is directed to resume or continue work without an eight consecutive hour break plus reasonable travelling time, the employee is to be paid double time until such a break is taken.
- I.2.40** 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.

**Emergency duty:**

- I.2.41** 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.2.42** 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.2.43** For health reasons, where an employee has undertaken emergency duty, he/she may be granted paid time off from work equal to the number of hours of extra duty worked.
- I.2.44** Clause I.2.43 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.

**Restriction duty – rostered days off:**

- I.2.45** For each hour or part thereof that an employee is restricted outside his/ her ordinary hours of duty, he/ she will be paid an allowance in accordance with clause 19.13, with applicable allowance also payable for time restricted on rostered days off.
- I.2.46** 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.

**Annual leave – remote locality employees**

- I.2.47** 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.2.48.
- I.2.48** 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.2.49** 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.2.50** 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.

#### **Jury service**

**I.2.51** An employee may be granted leave of absence with pay to attend court as a juror.

**I.2.52** Leave of absence granted under this subclause will count as service for all purposes.

#### **Ceremonial leave**

**I.2.53** 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.2.54** The maximum period of ceremonial leave that may be granted to an employee is 10 days in any period of two years.

**I.2.55** Ceremonial leave granted is in addition to leave granted under clause 21 – Personal/carer’s leave and compassionate leave, and does not count as service for any purpose.

#### **Leave to attend industrial proceedings:**

**I.2.56** Leave of absence for preparation of cases pursuant to the operation of Clause 8 – Dispute Resolution will be without pay and will not exceed 3 months in any 12 months.

**I.2.57** 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.2.58** Leave of absence granted to attend industrial proceedings will count as service for all purposes.

#### **Australian Maritime Safety Authority classifications**

**I.2.59** The following clauses replace clauses 12.1 – 12.7 of the award relating to Minimum Wages.

**I.2.60** Employees performing work within the classifications listed in clause I.2.62 of the schedule will be paid not less than the hourly rate applicable to the employee’s classification.



**I.2.61** The minimum annual salary for a classification is calculated by reference to the following formula:

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

**I.2.62** 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.2.63 of this schedule is set out in the following table:

<b>Classification Level</b>	<b>Pay point</b>	<b>2015 annual salary \$</b>	<b>2015 hourly rate (inclusive of leave loading) \$</b>
AMSA Level 7	1 <sup>st</sup> Point	86033	44.88
	Minimum	84640	44.15
AMSA Level 6	4 <sup>th</sup> point	82006	42.78
	3 <sup>rd</sup> point	77754	40.56
	2 <sup>nd</sup> point	73487	38.33
	1 <sup>st</sup> point	69215	36.10
	Minimum	63633	33.19
AMSA Level 5	5 <sup>th</sup> point	60179	31.39
	4 <sup>th</sup> point	58724	30.63
	3 <sup>rd</sup> point	57289	29.88
	2 <sup>nd</sup> point	55850	29.13
	1 <sup>st</sup> point	54389	28.37
	Minimum	52960	27.62
AMSA Level 4	4 <sup>th</sup> point	52083	27.17
	3 <sup>rd</sup> point	50878	26.54
	2 <sup>nd</sup> point	49689	25.92
	1 <sup>st</sup> point	47326	24.69
	Minimum	45291	23.62
AMSA Level 3	4 <sup>th</sup> point	46001	23.99
	3 <sup>rd</sup> point	44133	23.02
	2 <sup>nd</sup> point	43324	22.60
	1 <sup>st</sup> point	42245	22.04

	Minimum	41149	21.46
AMSA Level 2	3 <sup>rd</sup> point	40210	20.97
	2 <sup>nd</sup> point	39062	20.38
	1 <sup>st</sup> point	37977	19.81
	Minimum	36757	19.17
AMSA Level 1	3 <sup>rd</sup> point	36141	18.85
	2 <sup>nd</sup> point	35103	18.31
	1 <sup>st</sup> point	34086	17.78
	Minimum	33053	17.24

**I.2.63** 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%

**Pay point progression within a salary band:**

**I.2.64** 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.

**I.2.65** An employee's progression through a classification's salary band is not automatic. Progression may be deferred or refused by the employer.

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

**J.1** The provisions of Schedule J only cover employees employed by the Australian Prudential Regulation Authority.

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.

### **Definitions in this schedule:**

**J.1.1** **APRA** means the Australian Prudential Regulation Authority.

### **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 0 using, where necessary, Mercer CED work value techniques. The ‘Remuneration Band Descriptors’ in out in clause 0 show the Mercer CED Work Value Points derived for each Salary Band by the Application of Mercer CED work value techniques.

### **J.1.2 Appointment to a Salary Band**

Employees will be appointed to a Salary Band according to their job role. Job roles will be determined, from time to time by APRA, according to the Job Role Descriptors set out in clause 0 relevant to each Salary 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 Salary 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.1.3 Promotion to a higher Salary Band**

At its discretion, APRA may appoint an employee to a job role in a higher Salary 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 Salary Band, whichever salary is the greater. In making promotions to a higher Salary 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.1.4 Minimum salaries**

Full-time and part-time employees will be paid for work during ordinary hours not less than the minimum salary for their Salary Band described in this sub-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>Salary Band</b>	<b>Minimum Salary \$ per annum</b>
1	\$37,231 (graduate trainee \$34,826)
2	\$46,554
3	\$59,543
4	\$79,711

### **J.1.5 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.1.4 for the Salary Band to which they are appointed, plus a loading of 25 per cent of that hourly rate.

### **Job Role Descriptions**

#### **J.1.6 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

**(c) 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

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

Minimum - under 100	Mid-point - 150	Maximum - 210
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**J.1.7 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
- (i) Growing recognition within area of professional expertise
- (ii) Learning project management skills
- (iii) Maintaining client relationships
- (iv) Industry knowledge and awareness of trends
- (v) Manage and deliver contribution to projects on time, to budget and specification
- (vi) 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.1.8 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
- (iii) Professional expertise recognised within local environment
- (iv) Developed project management skills
- (v) Building and maintaining client relationships
- (vi) Industry knowledge and awareness of trends
- (vii) Manage and deliver projects on time, to budget and specification
- (viii) Resource/management project

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

Minimum - 330

Mid-point - 410

Maximum - 490

## **J.1.9 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

**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.

**Overtime and penalty rates**

**J.1.10** 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 Salary Band 1 or Band 2 employee works:

(i) before 7.00 am or after 7pm 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 Salary 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 Salary Band 1 or Band 2 employee will be paid at the rate of double time for overtime worked on a Sunday.

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

A Salary 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 am or after 7.00 pm) 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) Salary Band 3 or Salary Band 4 employees**

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

**Ceremonial Leave**

**J.1.11** 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.1.12** The maximum period of ceremonial leave that an employee may be granted is 10 days in any 2 year period.

**J.1.13** Ceremonial leave is in addition to compassionate leave.

**J.1.14** Ceremonial leave does not count as service for any purpose.

**J.1.15 Annual Leave loading**

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

**Paid Parental Leave**

**J.1.16** 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.1.17** An employee entitled to paid parental leave in accordance with this sub-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.

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

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.

### **Definitions in this schedule:**

**K.1.1** ASC means the Australian Sports Commission.

### **Redundancy**

**K.1.2** With regard to the application of clause 11 of the Award (Redundancy), subclauses 11.2 to 11.10 inclusive which prescribe provisions that supplement the NES entitlement are not applicable to employment in the Australian Sports Commission.

### **Allowances**

**K.1.3** The following allowances apply to Gardeners employed in the FORMER classification of General Service Officer Level 6 performing gardening duties or general hand duties:

#### **K.1.4 Insanitary allowance:**

An employee called upon to work in insanitary conditions shall be entitled to **\$1.13** per day or part thereof, in addition to the salary rate.

#### **K.1.5 Aquatic ponds allowance:**

Employees working in water in aquatic ponds shall be paid **\$2.05** per day, in addition to the salary rate.

#### **K.1.6 Spray gangs allowance:**

Employees engaged in spray gangs on the destruction of weeds and/or vermin, shall be paid \$2.99 per day or part thereof, in addition to the salary rate.

Operators of high-pressure spray equipment shall be paid **\$3.78** per day or part thereof, in addition to the salary rate.

#### **K.1.7 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 **\$5.87** per day or part thereof, in addition to the salary rate.

#### **K.1.8 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 **\$2.65** per day, in addition to the salary rate.

### **K.1.9 Leading hands allowance:**

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:

- (a) not more than five employees, \$17.93 per week in addition to the salary rate;
- (b) six to 10 employees, \$21.62 per week in addition to the salary rate; or
- (c) more than 10 employees, \$25.89 per week in addition to the salary rate.

### **K.1.10 Retention allowance**

Where a person was employed as a tradesperson immediately prior to 17 December 1993, a retention allowance will be payable in accordance with Schedule A.6 (Retention Allowance).

### **K.1.11 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.1.12 Spray Work: General Service Officer Level 8**

The following allowances apply to the FORMER classification of General Service Officer Level 8.

- (a) An employee in charge of a spray gang engaged in the destruction of weeds and/or vermin shall be paid an additional \$1.03 per day or part thereof, in addition to the salary rate.
- (b) An employee in charge of a gang operating high-pressure spray equipment will be paid an additional \$1.36 per day or part thereof, in addition to the salary rate.

### **Ordinary hours of work – day workers – local variations**

This clause applies to employees employed in FORMER classifications of Public Affairs Officers, Administrative Officers, and Professional/Executive Officers only.

- (a) 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 by agreement between the Executive Director and a majority of the employees affected.

### **Shift work – Public Holiday duty – Minimum payment**

This clause applies to employees employed in FORMER classifications of Public Affairs Officers, Administrative Officers, and Professional/Executive Officers only.

- (a) The minimum additional payment payable for ordinary duty performed on a Public Holiday for each separate attendance will be four hours.

### **Shift work – Calculation of penalty rates**

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

### **Shift work – Part Time penalty rates – Continuous night**

**K.1.13** 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 pm and 8.00 am.

### **Shift work – Shift work – Notice of change of shifts**

**K.1.14** Notwithstanding the requirements of this Award in relation to changes to regular rosters or ordinary hours of work, changes to rostered hours of duty may be by mutual consent at any time or by amendment of the roster on seven days' notice.

- (a) 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 a shift change.
- (b) The penalty rates in paragraph (a) of this Schedule are not payable where the ASC is unable to give seven days' notice because of the sickness or unanticipated absence of another employee.

### **Overtime and restriction duty – minimum payment**

**K.1.15 Overtime:** Where an employee is required to perform overtime duty, the minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.

**K.1.16 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 paragraph K.1.15.

**K.1.17 Restriction duty – Employees other than Gardeners**

- (a) **Duty not at work:** Where an employee on restriction duty is required to perform duty but is not required to be recalled to work, overtime payments will be made subject to a one hour minimum payment.
- (b) **Duty at work:** Where an employee on restriction duty outside the employee's normal hours is recalled to duty at a place of work, payment in accordance with the relevant overtime provisions will be made subject to a three hour minimum payment.

### **Emergency duty**

**K.1.18** This clause applies to employees employed in FORMER classifications of Gardeners, Public Affairs Officers, Administrative Officers, and Professional/Executive Officers only.

- (a) **Payment rate:** Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such a call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.
- (b) **Minimum payment:** The minimum payment under clause 0 of the Schedule will be two hours at double time.
- (c) The provisions of clause 19.10 of the Award (Rest period after overtime) concerning an eight hour break do not apply to overtime worked in the circumstances covered by this clause unless the actual time worked is at least three hours on each call.

#### **Payment for Sunday duty**

**K.1.19** This clause applies to employees employed in the FORMER classification of Gardeners only.

- (a) 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.



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

**L.1** The provisions of Schedule L only cover employees employed by the Civil Aviation Safety Authority.

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.

### **Definitions in this schedule:**

- L.1.1** **CASA** means the Civil Aviation Safety Authority.
- L.1.2** **Home location** means an employee's usual work and living locality.
- L.1.3** **Location dependant** means a person who is a dependant as defined in clause 2.1 of the Award and who is not in receipt of income above the minimum adult wage prescribed by the Commission.
- L.1.4** **Remote locality** means Cairns, Darwin or Townsville.
- L.1.5** **Permanent transfer** means a transfer where the new location becomes the employee's home location on transfer.
- L.1.6** **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.
- L.1.7** **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.
- L.1.8** **Transfer dependant** means a person who is a dependant as defined in clause 2.1 of the Award who moves with the employee or to join the employee.
- L.1.9** **Transfer** means Permanent transfer, Temporary transfer and Term transfer, unless otherwise specified.

### **Cadets – Book allowance:**

In addition to the rates of salary prescribed, an employee who is employed as a Cadet under this award shall be entitled to payment of an annual allowance at the rate of \$285 per annum to provide for books and equipment and reimbursement for all compulsory fees paid during the year.

### **Travel Allowance:**

- L.1.10** 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.

- L.1.11** The applicable allowance rate will be that determined by the Australian Taxation Offices as a reasonable amount for the locality visited. This clause does not apply if the expenses are met by the employer.
- L.1.12 Part day travelling allowance:** If CASA requires an employee to be away from their Home location for at least 10 hours, CASA will pay them \$42.70 if meals are not provided to the employee.
- L.1.13 Allowance for travel at difficult times:** If an employee travels to an the Adelaide, Brisbane, Cairns, Darwin, Kingsford Smith or Perth Airport to start or leave from duty between the hours of 7:00 pm and 7.00 am they will be entitled to an allowance of \$6.59 in respect of each continuous period of duty:
- L.1.14 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 \$13.60 an hour, or when undertaking on the job training \$10.20 an hour, for each hour or part of an hour for the whole of the time of the flight

#### **Transfer (Relocation Allowances)**

- L.1.15** 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.1.16** 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.1.17** Reimbursement of actual costs is limited to an amount up to the equivalent amount set out under this clause.
- L.1.18** The allowances and entitlements in this clause will not apply to recruitment of new employees.
- L.1.19 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 of this xx of this Award; and
  - (b) short-term additional costs incurred in travelling to and from work at the transfer location.

#### **L.1.20 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.1.21 Limitations on travel allowance:**

This clause will not apply to Permanent transfer.

- (a) If an employee is eligible for travel allowance 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.1.22 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.1.23 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.1.24 Rental subsidy**

This clause will not apply to Temporary transfers.

- (a) CASA will reimburse a rental subsidy of up to \$428.45 [RATE TO BE UPDATED] a week for unfurnished premises and \$480.70 [RATE TO BE UPDATED] 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 \$73.15 [RATE TO BE UPDATED] 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 \$79.40 [RATE TO BE UPDATED] per week.

#### **L.1.25 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.
- (c) 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.
- (d) 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
- (e) stamp duty associated with the establishment of a rental lease where rent subsidy is received in respect of that lease;
- (f) 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
- (g) costs incurred in discharging a mortgage when an employee is required to transfer will be considered for reimbursement where they exceed normal charges.

- (h) 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.1.26 Disturbance Allowance**

- (a) Where the household effects of an eligible employee for relocation allowances under L.1.22 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	554.99
Employee with one or more dependants or a partner	1162.44
Additional payment for each full-time student(s) dependent child(ren)	220.36

- (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
- (ii) 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.1.27 Return relocation expenses:**

This clause will only apply to Term transfers.

- (a) 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.1.28 Additional clothing costs:**

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

**Remote locality allowances**

**L.1.29 Eligibility for allowance** - CASA will pay a remote locality allowance to an employee who lives permanently and works at a Remote locality.

**L.1.30 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>
Cairns	\$1,970.44	\$991.05
Darwin	\$4,733.71	\$2,588.38
Townsville	\$1,970.44	\$991.05

#### **L.1.31 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.1.32 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.

#### **Remote locality Fares**

**L.1.33** An employee and their Location dependents on Term transfer at a Remote locality are entitled to a leave fare.

**L.1.34** 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.

**L.1.35** Leave fares accrue on arrival at the Remote locality. A maximum of two leave fares may be accrued at any one time.

**L.1.36** 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.

#### **Water subsidy**

**L.1.37** 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.

**L.1.38** The amount of reimbursements will be paid as a reimbursement on evidence of use to the maximum limit of 500 Kilolitres.

#### **Education Assistance**

**L.1.39** CASA will pay education assistance to an employee if:

- (a) they are transferred to a Remote locality;
- (b) 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
- (c) the child is completing the final two years of secondary education.

**L.1.40** 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.

- (a) The maximum level of assistance is \$7,548 [RATE TO BE UPDATED] for tuition fees, and \$6,288 [RATE TO BE UPDATED] for board and lodging, and all claims for education assistance will be assessed by CASA and determined on grounds of reasonableness.
- (b) 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.
- (c) CASA will not reimburse fares if an entitlement under a State or Territory community scheme for the travel is payable.

#### **Eye test and spectacle allowance**

**L.1.41** 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.1.42** Spectacles prescribed as a result of tests may be reimbursed, the maximum being \$83.40 [RATE TO BE UPDATED] for single focus spectacles, and \$151.40 [RATE TO BE UPDATED] for multi focal spectacles

#### **Loss or damage to personal effects allowance**

**L.1.43** 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.

#### **Loss of licence allowance for premium reimbursement**

**L.1.44** 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 \$1,087 (GST inclusive) [RATE TO BE UPDATED]. The employee may elect to have CASA pay the premium on their behalf.

**L.1.45** The maximum reimbursement payable will be adjusted annually in accordance with the average annual salary increase of flying operations employees covered by this award.

#### **Study cost allowance**

**L.1.46** An employee undertaking a course of study approved by CASA may be reimbursed in full or in part, study costs incurred. Reimbursement is contingent upon successful completion of the study.

#### **Telephone reimbursements allowance**

**L.1.47** 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.1.48** 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.

#### **Minimum payments for Emergency duty**

**L.1.49** For an employee who performs emergency duty as described under clause 19.12, CASA will pay a minimum payment of two hours with the exception of duty performed on a Sunday where the minimum payment will be for three hours.

**L.1.50** If an employee performs Emergency duty on a Public holiday and the overtime provisions set out in clause 19 – Overtime of this Award would provide higher payment, the overtime provisions will apply.

**L.1.51** Travel to or from duty will be included in the calculation of time for Emergency duty.

#### **Paid Parental (Maternity) leave**

For females eligible for Parental Leave under the provisions at clause 0 of this award the first twelve weeks of the 52 weeks parent leave may be with pay.

#### **Adjustments of expense related allowances**

**L.1.52** At the time of any adjustment to the standard rate, each expense related allowance identified in the CASA schedule will be increased by the relevant adjustment factor. The relevant adjustment factor for the purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

**L.1.53** The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0) as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Disturbance Allowance	All Groups
District Allowance	All Groups



Rental Subsidy	TBA
Rental - Employee contribution	TBA
Education Assistance Tuition	TBA
Education Assistance Board and Lodging	TBA
Loss of Licence allowance for premium reimbursement	Insurance Group
Spectacle Allowance	Therapeutic appliances and equipment

### CASA specific Classifications and rates of pay

The following CASA specific classifications supplement the classifications described at clause xx of this Award:

Classification Level	Stream	Minimum Annual Pay Rate (36.75 hour/week)	Hourly rate
Airworthiness Officer A	Air Safety Regulator	\$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
Flying Operations Inspector Level 1	Flying Operations	\$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	
Manager Flying Operations	Manager	\$91,666	\$47.81

### CASA specific Work Level Standard Descriptors

#### L.1.54 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.1.55 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.1.56 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.1.57 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 \$7,363 per annum for employees appointed to the specialist management function of Team Leader.

### **L.1.58 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.1.59 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.1.60 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.1.61 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.1.62 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.

## **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** The provisions of Schedule M only cover Electorate Officers employed under Part III and Part IV of the *Members of Parliament (Staff) Act 1984*.

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.

### **Classification and salary**

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	\$44,979
Electorate Officer B	\$46,729
Electorate Officer C	\$51,524

### **Casual employees**

Any provisions of the industry award specific to casual employees do not apply to Electorate Officers.

### **Redundancy – Severance**

**M.1.1** Clause 11 Redundancy does not apply to Electorate Officers.

**M.1.2** 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

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Three years or more but less than four years      Ten weeks' pay

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Four years or more but less than five years      Eleven weeks' pay

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Five years or more      Twelve weeks' pay

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Ten years or more      Fifteen weeks' pay

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- M.1.3** For the purposes of this clause, **weeks' pay** will be taken to mean salary only calculated at the rate of an employee's ordinary hours of duty.
- M.1.4** 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.1.5** 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.

#### **Vehicle allowance**

Clause 13.1 Vehicle allowance does not apply to Electorate Officers.

#### **Travelling reimbursement**

Clause 13.2 Travelling reimbursement does not apply to Electorate Officers.

#### **First Aid allowance**

Clause 13.5 First Aid allowance does not apply to Electorate Officers.

#### **Flextime**

Clause 17.3 Flextime does not apply to Electorate Officers.

#### **Shiftworkers**

Any provisions of the industry award specific to shiftworkers do not apply to Electorate Officers.

#### **Additional annual leave - remote localities**

**M.1.6** 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.

Locality	Number of weeks additional leave per year
<b>New South Wales</b>	
Bourke	.6
Broken Hill	.4
Cobar	.4
Coonamble	.4
Lord Howe Island	1.0
Lightning Ridge	.4
Moree	.4
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)	

Locality	Number of weeks additional leave per year
<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
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

<b>Locality</b>	<b>Number of weeks additional leave per year</b>
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
Coober Pedy	.6
Ernabella	.6
Fowlers Bay	.6
Kingscote	.4
Maralinga	.6
Marla	.6



<b>Locality</b>	<b>Number of weeks additional leave per year</b>
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
Meekatharra	.6

<b>Locality</b>	<b>Number of weeks additional leave per year</b>
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** The provisions of Schedule H only cover employees employed by the National Gallery of Australia.

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.

Carriage of goods or passengers:

In addition to the vehicle allowance in clause 13.1, 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 0.72 cents per kilometre.

**N.1.1** Welding allowances

**N.1.2 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 \$0.67 cents for each hour so employed.

**N.1.3 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 \$0.46 cents for each hour so employed.

**N.1.4 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.1.2 and N.1.3 will be paid \$0.67 cents for each hour so employed.

**N.1.5 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.1.2 and N.1.3 will be paid \$0.46 cents for each hour so employed.

Epoxy-based materials:

**N.1.6** 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 \$0.47 cents per hour extra.

**N.1.7** Employees working in close proximity to employees so engaged so as to be affected by the materials specified shall be paid \$0.39 cents per hour extra.

Scaffolding:

An employee required to work on a lightweight swinging scaffold shall be paid \$2.81 for the first four hours or portion thereof and \$0.58 cents per additional

Shiftwork - General conditions:

**N.1.8 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.1.9 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.1.10 Notice of shift change:**

(a) Notwithstanding the provisions of N.1.9, change to rostered hours of duty can be by mutual consent at any time or by amendment of the roster on 7 days' notice.

(b) In the absence of consent or 7 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 7 days' notice of shift change.

(c) The penalty rates in N.1.10(a) are not payable where the NGA is unable to give 7 days' notice because of the sickness or unanticipated absence of another employee.

Financial assistance to approved students: Where the Director has approved an employee undertaking a course of study at an institution, the Director may, on application by the approved student, grant financial assistance to that student either by:

- (a) reimbursement, in full or part, of study costs incurred by the student in respect of the scheme of study; or
- (b) payment, in full or in part, prior to the completion of the scheme of study, or a subject included in a scheme of study, of study costs incurred or likely to be incurred by the student.

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.

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 \$40.00.

DRAFT - WITHOUT PREJUDICE

## **Schedule O—Employment conditions specific to employees of the Special Broadcasting Service Corporation**

**O.1** The provisions of Schedule O covers persons employed by the Special Broadcasting Service Corporation under section 54 of the *Special Broadcasting Service Act 1991* (Cth) in the classifications described in clause 3.3 of this award.

To the extent that there is any inconsistency or overlap between any provisions of this schedule and other provisions of this award, the provisions of this schedule are to apply:

### **Definitions**

**O.1.1** SBS means the Special Broadcasting Service Corporation.

### **Ordinary hours**

**O.1.2** Full-time employees will work an average of 38 hours per week over the following cycles:

- (a) Operations Officers and Technical Officers - four week cycle;
- (b) All other employees - two week cycle.

**O.1.3** Ordinary hours will be worked continuously each day for a minimum of three hours provided that meal breaks do not break continuity.

### **Standard day**

With reference to clause 19.3 (g) (i), 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 am to 12.30 p.m. and 1.30 p.m. to 5.06 p.m. Monday to Friday.

### **Allowances – Salary related**

#### **O.1.4 Higher duties Minimum period**

With reference to clause 16.2, higher duties allowance is only payable if employees are required to perform work at a higher classification for at least one day.

#### **O.1.5 Restriction duty allowance**

- (a) **Restricted employee** means an employee directed by SBS to be contactable and available to perform work outside his/her ordinary hours.
- (b) Restricted employees will be paid in accordance with Table 1 subject to the following:
  - (i) Employees at or above the overtime barrier will not be eligible to receive payment except with the approval of SBS; and
  - (ii) The restriction is approved in writing by SBS.

**Table 1 - Restriction duty allowance**

<b>Day worked</b>	<b>Allowance</b>
Monday to Friday per hour or part hour	7.5% of hourly salary
Saturday and Sunday per hour or part hour	10% of hourly salary
Public Holidays and ADOs	15% of hourly salary

(c) An employee's salary for the purposes of calculating Restriction duty allowance includes higher duties allowance.

(d) Restriction duty allowance is not payable for any period for which an employee is paid overtime.

(e) Restriction duty allowance will not be paid to employees if they do not remain contactable or at the required degree of readiness to perform extra duty.

(f) Restricted employees who are required to perform work, but are not recalled to work, will be paid overtime, subject to a one hour minimum payment.

(g) Restricted employees who are actually recalled to the workplace will be paid overtime, subject to a three hour minimum payment.

(h) SBS may determine an alternative rate payable to restricted employees having regard to the circumstances of the restriction situation.

Allowances – Reimbursement related

**O.1.6 Clothing allowance**

- (a) SBS will reimburse Journalists who are required to appear on television in the course of their duties up to \$862.30 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 \$2298 per annum.

**O.1.7 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 2;
  - (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 2 – Disturbance allowance**

<b>Employee without dependants</b>	<b>Employee with one or more dependants</b>	<b>Full-time student(s) dependant child(ren)</b>
\$370.70	\$775.80	additional \$148.80 per child

**O.1.8 Vehicle allowance – in addition to clause 15.1**

- (a) The employer may grant permission 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.
- (b) SBS may approve an additional allowance to employees who can demonstrate that the allowance payable under this clause is insufficient to meet reasonable expenses.
- (c) 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.1.9 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 \$57,992.
- (d) SBS will reimburse up to \$165 towards the cost of kennelling and transporting any pets employees may have.

**Accrued Days Off (ADO)**

- O.1.10** SBS may roster employees to work 80 hours per fortnight and accrue four hours per fortnight towards an ADO.



**O.1.11** 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.

**Overtime and ineligible employees – in addition to clause 22.6**

**O.1.12** 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 \$50,543per annum.

**O.1.13** With reference to clause 22.6 (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:

- (a) on any day the equivalent full-time rate; and
- (b) in any week the equivalent full-time rate.

**Overtime and conditions of payment – in addition to clause 22.8**

**O.1.14** Shift workers - Overtime will be payable for all hours of work performed in excess of average ordinary hours over a work cycle.

**O.1.15** Non-Shift workers - Overtime will be payable where work is performed:

- (a) on Monday to Friday outside the flextime bandwidth;
- (b) after completing the specified daily hours of ordinary duty, during the flextime bandwidth, Monday to Friday; or
- (c) on a Saturday, Sunday or Public Holiday.

**O.1.16** 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.

**Overtime rates in addition to clause 22.8 (c)**

**O.1.17 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 5am the following day	Double time for all time in excess of seven hours from commencing work

#### **O.1.18 Overtime and rates of payment for Broadcasters and Broadcaster/Journalists**

- (b) 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.1.19 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
RDO/ADO	Rate that applies for the day the RDO/ADO falls on
Public Holiday	Double time and a half

#### **O.1.20 Emergency duty – in addition to clause 22.12**

- (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) The minimum Emergency Duty payment will be two hours at double time.
- (c) 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 clause **Error! Reference source not found.**

### Shift work

#### O.1.21 Definition – in reference to clause 3.1

- (a) An employee is a shift worker 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
  - (vi) Administrative Service Officer or Information Technology Officer, and is rostered to perform ordinary duty outside the period 6.30am to 6.00pm, Monday to Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period.

#### O.1.22 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.1.23 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.1.24 Exchange of shifts

Shift workers 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.1.25 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.1.26 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 **Error! Reference source not found.**, clause **Error! Reference source not found.** and clause **Error! Reference source not found.**

### O.1.27 Rates of shift penalty payment

- (a) Journalists will be paid shift penalty payments in accordance with Table 7 provided that the maximum rate of pay for calculation of payments will be the rate of \$50,543 per annum.

**Table 7 - 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 shift workers, except Journalists, will be paid shift penalty payments according to Table 8.

**Table 8 – 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.1.28 Public holiday penalty payments – in addition to clause 21.4**

- (a) This provision does not apply to Journalists and Broadcaster/Journalists.
- (b) Full-time shift workers 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.

**Yearly close down**

- O.1.29** 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.1.30** 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.1.31** 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.

**Ceremonial Leave – in addition to Part 6**

- O.1.32** Leave without pay may be granted to employees of Aboriginal or Torres Strait Islander descent for ceremonial purposes including bereavement and ceremonial obligation under ATSI law.
- O.1.33** The maximum period of leave that may be granted is ten days in any two year period.
- O.1.34** Ceremonial leave does not count as service for any purpose.

**Public Holidays for Journalists and Broadcaster/Journalists – in addition to clause 27**

- O.1.35** 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.

## **Paid maternity leave – in addition to clause 26**

### **O.1.36 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.1.37 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 1922 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 or within the meaning of Part IV of the Public Service Act 1922.
- (b) To be eligible for paid maternity leave an employee must be entitled, as a condition of her employment, to sick leave.

## **Additional employment conditions for Journalists**

### **O.1.38 Expenses**

- (a) An employee shall be reimbursed out of pocket expenses reasonably incurred in the course of his/her 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 - \$12.15;
  - (ii) Dinner - \$12.15;
  - (iii) An additional 27 cents when the work lasts until midnight;
  - (iv) A further 27 cents when the work lasts after 4a.m;
  - (v) A further \$12.15 for breakfast if the work extends to 7a.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 his/her employment subject to prior approval by SBS.

#### **O.1.39 Cadets**

- (a) A cadet means an employee who is constantly or regularly in training for journalism and who has not become a classified Journalist.
- (b) 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.
- (c) The rates of payment to cadets shall be as prescribed in table C2 of this award.
- (d) For all cadets apart from graduates, the period of cadetship shall not exceed three years provided that cadet training requirements are met.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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:
  - (i) 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 paragraph.
  - (ii) Cadets shall learn typewriting and, if they wish, shorthand.
- (i) 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.
- (j) 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.1.40 Classifications – Broadcasters and Broadcaster/Journalists**

##### **(a) 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.

##### **(b) 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.1.41 Salary rates**

**(a) Classifications and rates of pay:** All eligible employees performing work within the classifications listed in the Tables below in this clause, will be paid no less than the salary within the range adjacent to the relevant classification as set out in the Tables.

**(b) No adjustment of rates:** In accordance with the Paid Rates Decision of 20 October 1998 [Print Q7661], any future increases in salary rates in the award will not apply to the rates in this Schedule.

**(c) Salary rates:**

##### **Table C2**

Classification

Cadet Journalist	\$37,753
Broadcaster 1; Broadcaster Journalist Level 1	\$55,187
Broadcaster 2; Broadcaster Journalist Level 2	\$72,090
Broadcaster 3; Broadcaster Journalist Level 3	\$78,028
Journalist 4	\$95,995



## **Schedule P—Employment conditions specific to employees of Tourism Australia**

**P.1** The provisions of Schedule O only cover employees employed by Tourism Australia.

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.

### **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.

### **Shift work**

**P.1.1** The provisions of the Award with respect to shift workers do not apply to Tourism Australia. This includes the following provisions of the Award:

- (a) clause 2.1 (definition of shift worker);
- (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 – Shift workers);
- (f) clause 20.3 (Annual leave); and
- (g) clause 20.4 (Additional leave for certain shiftworkers).

### **Excluded provisions**

**P.1.2** 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

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

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

### Eligibility criteria

**Q.1.1** 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.1.2** 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.

## Supported wage rates

**Q.1.3** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause 0)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**Q.1.4** Provided that the minimum amount payable must be not less than \$81 per week.

**Q.1.5** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

## Assessment of capacity

**Q.1.6** 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.1.7** 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.

## Lodgement of SWS wage assessment agreement

**Q.1.8** 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.1.9** 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.

## **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.

## **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.

## **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.

## **Trial period**

- Q.1.10** 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.1.11** 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.1.12** The minimum amount payable to the employee during the trial period must be no less than \$81 per week.
- Q.1.13** Work trials should include induction or training as appropriate to the job being trialled.
- Q.1.14** 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 0.

## **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.

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.

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.

For the purposes of clause 0, 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.

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.

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.

The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

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.

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.

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.

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*.

### 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:

- (d) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (e) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (f) 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

### **Coverage**

- S.1.1** Subject to clauses S.1.2 to S.1.6 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 D1 to this schedule or by clause S.1.12 of this schedule.
- S.1.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- S.1.3** 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.1.4** 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.1.5** 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.1.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **Types of Traineeship**

The following types of traineeship are available under this schedule:

- S.1.7** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- S.1.8** 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.

## Minimum Wages

### S.1.9 Minimum wages for full-time traineeships

#### (a) Wage Level A

Subject to clause S.1.11 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 D1 are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	279.50	307.90	366.80
Plus 1 year out of school	307.90	366.80	426.80
Plus 2 years out of school	366.80	426.80	496.70
Plus 3 years out of school	426.80	496.70	568.70
Plus 4 years out of school	496.70	568.70	
Plus 5 or more years out of school	568.70		

#### (b) Wage Level B

Subject to clause S.1.11 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 D1 are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 Per week \$	Year 12 per week \$
School leaver	279.50	307.90	356.90
Plus 1 year out of school	307.90	356.90	410.50
Plus 2 years out of school	356.90	410.50	481.40
Plus 3 years out of school	410.50	481.40	549.10
Plus 4 years out of school	481.40	549.10	
Plus 5 or more years out of school	549.10		

#### (c) Wage Level C

Subject to clause S.1.11 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 D1 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	279.50	307.90	356.90
Plus 1 year out of school	307.90	356.90	401.70
Plus 2 years out of school	356.90	401.70	448.70
Plus 3 years out of school	401.70	448.70	500.00
Plus 4 years out of school	448.70	500.00	
Plus 5 or more years out of school	500.00		

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

- (i) Subject to clause S.1.11 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.1.11 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	590.60	613.50
Wage Level B	569.80	591.70
Wage Level C	518.50	538.20

**S.1.10 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses S.1.9(a) and S.1.11 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 D1 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	9.19	10.14	12.07
Plus 1 year out of school	10.14	12.07	14.05
Plus 2 years out of school	12.07	14.05	16.34
Plus 3 years out of school	14.05	16.34	18.70
Plus 4 years out of school	16.34	18.70	
Plus 5 or more years out of school	18.70		

**(b) Wage Level B**

Subject to clauses S.1.9(a) and S.1.11 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 D1 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	9.19	10.14	11.75
Plus 1 year out of school	10.14	11.75	13.50
Plus 2 years out of school	11.75	13.50	15.84
Plus 3 years out of school	13.50	15.84	18.07
Plus 4 years out of school	15.84	18.07	
Plus 5 or more years out of school	18.07		

**(c) Wage Level C**

Subject to clauses S.1.9(a) and S.1.11 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 D1 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	9.19	10.14	11.75
Plus 1 year out of school	10.14	11.75	13.21
Plus 2 years out of school	11.75	13.21	14.76
Plus 3 years out of school	13.21	14.76	16.45

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	14.76	16.45	
Plus 5 or more years out of school	16.45		

**(d) School-based traineeships**

Subject to clauses S.1.9(a) and S.1.11 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 D1 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>
9.19	10.14

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

- (i) Subject to clauses S.1.9(a) and S.1.11 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.1.9(a) and S.1.11 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	19.43	20.18
Wage Level B	18.73	19.46
Wage Level C	17.06	17.71

**(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.1.10(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.1.10(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.1.10(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

#### **S.1.11 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.1.12 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 D1 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.

### **Employment conditions**

- S.1.13** 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.1.14** 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.1.15** 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.
- S.1.16** Subject to clause S.1.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## Appendix D1: Allocation of Traineeships to Wage Levels

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

### D1.1 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

## D1.2 Wage Level B

Training package	AQF certificate level
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
Manufactured Mineral Products	I

<b>Training package</b>	<b>AQF certificate level</b>
	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



### **D1.3 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

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