

CURRENT AWARD as at 2 June 2016

Airline Operations—Ground Staff Award 2010

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Airline Operations—Ground Staff Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 Without limiting clause 2.2, any wage or allowance increases arising from the implementation of the new classifications, wage rates and allowances for employees in the maintenance and engineering stream are subject to absorption into existing overaward payments.</p> <p>2.4 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also</p>	<p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Airline Operations—Ground Staff Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>

transitional arrangements in Schedule A and Schedule G. The arrangements in Schedule A deal with:

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

The arrangements in Schedule G deal with:

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

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

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

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

2.8 The Fair Work Commission may review the transitional arrangements and the variations in this award arising from [[2013] FWC 458]:

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

<p>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means a person of 21 years of age or over at the time of entering into a training contract as provide for in clause 11.6—Apprentices</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Aircraft Type Rating Endorsement refers to the type rating endorsement which CASA applies to certain aircraft requiring type training and individual type rating as listed in the CASA Advisory Circular AC66-2(6) ‘List of Aircraft Type Ratings for CASR Part 66 Licences’ at Tables 1, 2 and 5, as amended from time to time.</p> <p>airline operations industry means:</p> <p>(a) operating; and/or</p> <p>(b) ancillary on-airport servicing of,</p> <p>aircraft used for the purposes of providing commercial passenger or freight air transport services (whether scheduled or non-scheduled) and private business and instructional flying in, and from a base in, Australia</p> <p>apprentice – in this award, a reference to an apprentice includes an adult apprentice</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>CAOs means the Civil Aviation Orders made under the Civil Aviation Regulations</p>	<p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means a person of 21 years of age or over at the time of entering into a training contract as provide for in clause 12—Apprentices</p> <p>Aircraft Type Rating Endorsement refers to the type rating endorsement which CASA applies to certain aircraft requiring type training and individual type rating as listed in the CASA Advisory Circular AC66-2(6) ‘List of Aircraft Type Ratings for CASR Part 66 Licences’ at Tables 1, 2 and 5, as amended from time to time.</p> <p>Airline operations industry means operating and/or ancillary on-airport servicing of aircraft used for the purposes of:</p> <p>(a) providing commercial passenger or freight air transport services (whether schedule or non-scheduled); and</p> <p>(b) private business and instructional flying in, and from a base in, Australia.</p> <p>all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave</p> <p>apprentice – in this award, a reference to an apprentice includes an adult apprentice</p> <p>CAOs means the Civil Aviation Orders made under the Civil Aviation Regulations</p> <p>CASA means the Civil Aviation Safety Authority</p> <p>CASRs means the Civil Aviation Safety Regulations</p> <p>Category A Licence Holder means an individual who:</p>

CASA means the Civil Aviation Safety Authority

CASRs means the Civil Aviation Safety Regulations.

Category A Licence Holder means an individual who:

(a) holds a category A licence issued by CASA under Part 66 of the CASRs that is in force and is endorsed with one or more of the following subcategories:

(i) A1 aeroplanes turbine;

(ii) A2 aeroplanes piston;

(iii) A3 helicopters turbine;

(iv) A4 helicopters piston; and

(b) is required by his or her employer to exercise the privileges and authorities of his or her category A licence.

Category C Licence Holder means an individual who:

(a) holds a category C licence issued by CASA under Part 66 of the CASRs that is in force; and

(b) is required by his or her employer to exercise the privileges and authorities of his or her category C licence.

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

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

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

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

(a) holds a category A licence issued by CASA under Part 66 of the CASRs that is in force and is endorsed with one or more of the following subcategories:

(i) A1 aeroplanes turbine;

(ii) A2 aeroplanes piston;

(iii) A3 helicopters turbine;

(iv) A4 helicopters piston; and

(b) is required by his or her employer to exercise the privileges and authorities of his or her category A licence

Category C Licence Holder means an individual who:

(a) holds a category C licence issued by CASA under Part 66 of the CASRs that is in force; and

(b) is required by his or her employer to exercise the privileges and authorities of his or her category C licence

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

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

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

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

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

- (a) does not have any Exclusions applying to the B1 licence for one or more aircraft types; or

- (b) only has one or more of the Standard B1 Exclusions applying to the B1 licence for one or more aircraft types. However, where the employer requires one or more of the Standard B1 Exclusions to be removed for genuine operational reasons and makes arrangements for the appropriate training, the employee must do what is necessary to have the Exclusion removed

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

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

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

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

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

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

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

ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 18.3, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes

permanent night shift means a period of engagement where a shiftworker:

<p>home base means any base at which an employee is domiciled for a period in excess of 180 days</p> <p>MOS means the CASA Manual of Standards as amended from time to time.</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>Standard B1 Exclusions means E9, E10 and E12 as defined in CASR Part 66 Information Booklet as amended from time to time.</p> <p>Standard B2 Exclusion means E25 as defined in CASR Part 66 Information Booklet as amended from time to time.</p> <p>standard rate means the minimum weekly wage for a Tradesperson in clause 15.</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p>(a) works night shift only; or</p> <p>(b) remains on night shift for more than four consecutive weeks; or</p> <p>(c) works on a night shift which does not rotate with another shift or with day work so that the shiftworker does not have at least one third of their working time off night shift in each roster cycle</p> <p>Standard B1 Exclusions means E9, E10 and E12 as defined in CASR Part 66 Information Booklet as amended from time to time</p> <p>Standard B2 Exclusion means E25 as defined in CASR Part 66 Information Booklet as amended from time to time</p> <p>standard rate means the minimum weekly wage for a Tradesperson in clause 18.3</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to clause 3 – the National Employment Standards and this award</i></p>
<p>4. Coverage</p> <p>4.1 This award covers employers throughout Australia in the airline operations industry with respect to all their employees throughout Australia in the classifications listed in Schedule B—Classification Definitions and to those employees. This award applies to the exclusion of any other modern award.</p> <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p>	<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the airline operations industry with respect to all their employees throughout Australia in the classifications listed in Schedule A—Classification Definitions and to those employees. This award applies to the exclusion of any other modern award.</p> <p>4.2 Airline operations industry means operating and/or ancillary on-airport servicing of aircraft used for the purposes of:</p>

<p>4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>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.</p>	<p>(a) providing commercial passenger or freight air transport services (whether schedule or non-scheduled); and</p> <p>(b) private business and instructional flying in, and from a base in, Australia.</p> <p>4.3 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and 4.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.5 The award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.6 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.</p> <p>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.</p>
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<p>5. Access to the award and the National Employment Standards</p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>3.3 The employer must ensure that copies of the 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.</p>
<p><i>Clause inserted – proposed new clause</i></p>	<p>5. Effect of variations made by the Fair Work Commission</p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
<p>7. Award flexibility</p> <p>7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. <p>7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>7.3 The agreement between the employer and the individual employee must:</p>	<p>6. Award flexibility for individual arrangements</p> <p>6.1 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:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. <p>6.2 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.</p> <p>6.3 The agreement between the employer and the individual employee must:</p>

<p>(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and</p> <p>(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.</p> <p>7.4 The agreement between the employer and the individual employee must also:</p> <p>(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;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(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</p> <p>(e) state the date the agreement commences to operate.</p> <p>7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>7.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement</p>	<p>(a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and</p> <p>(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.</p> <p>6.4 The agreement between the employer and the individual employee must also:</p> <p>(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;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(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</p> <p>(e) state the date the agreement commences to operate.</p> <p>6.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>6.6 Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>6.7 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.</p> <p>6.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement</p>
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<p>ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>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 <i>Fair Work Act 2009</i> (Cth)).</p> <p>7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.</p> <p>7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>	<p>ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>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 Act).</p> <p>6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.</p> <p>6.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>
<p>8. Facilitative provisions</p> <p>8.1 Facilitative provisions</p> <p>(a) Agreement to vary award provisions</p> <p>(i) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 8.2, 8.3 and 8.4.</p> <p>(ii) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.</p>	<p>7. Facilitative provisions for flexible working arrangements</p> <p>7.1 Facilitative provisions</p> <p>(a) Agreement to vary award provisions</p> <p>(i) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 7.2, 7.3 and 7.4.</p> <p>(ii) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.</p>

8.2 Facilitation by individual agreement

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

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

8.3 Facilitation by majority or individual agreement

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

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

(b) Where agreement is reached with the majority of employees in the

7.2 Facilitation by individual agreement

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

Clause number	Provision
10.2(b)	Part-time employment—variation to hours of part-time employment
15.2	Make-up time
23.1(c)	Overtime—time off instead of payment for overtime
23.2(a)	Overtime—Rest period after overtime

7.3 Facilitation by majority or individual agreement

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

Clause number	Provision
14.2(c), 14.2(d), 14.2(f)	Ordinary hours of work—day work
15.1(a)	Ordinary hours of work—method of arranging ordinary working hours
16.1(d)	Meal break—day work
16.2(e)	Meal break—shiftwork
17.2(b)	Shiftwork rosters—change in roster
28.4(a), 28.4(b)	Public holidays—substitution of public holidays

(b) Where agreement is reached with the majority of employees in the

workplace or part of it to implement a facilitative provision in clause 8.3(a), that agreement binds all such employees.

8.4 Facilitation by majority agreement

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

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

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

workplace or part of it to implement a facilitative provision in clause 7.3(a), that agreement binds all such employees.

7.4 Facilitation by majority agreement

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

Clause number	Provision
14.2(c)	Ordinary hours of work—spread of hours
14.2(d)	Rostered days off—day work
14.3(e)	Rostered days off—shiftwork
15.1(c)	Introduction of 12 hour shifts
18.7(b)	Payment of wages

(b) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision in clause 7.4(a), that agreement binds all such employees.

Part 2—Consultation and Dispute Resolution

9. Consultation

Provision not reproduced - standard clause - no change

Part 7—Consultation and Dispute Resolution

30. Consultation about major workplace change

Provision not reproduced - standard clause - no change

10. Dispute resolution

Provision not reproduced - standard clause - no change

32. Dispute resolution

Provision not reproduced - standard clause - no change

Part 3—Types of Employment and Termination of Employment

11. Types of employment

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

Part 2—Types of Employment and Classifications

8. Types of employment

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

<p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p>11.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.</p>	<p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p>8.2 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.</p>
<p>11.3 Full-time employment</p> <p>A full-time employee is an employee who is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week.</p>	<p>9. Full-time employment</p> <p>A full-time employee is an employee who is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week.</p>
<p>11.4 Part-time employment</p> <p>(a) General</p> <p>(i) A part-time employee is an employee who is engaged to perform less than an average of 38 ordinary hours per week on a reasonably predictable basis.</p> <p>(ii) Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees who do the same work in the classification concerned.</p> <p>(iii) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any shift.</p> <p>(iv) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p> <p>(b) Part-time day workers</p> <p>(i) At the time of engagement or appointment of an employee as a day worker, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying:</p> <ul style="list-style-type: none"> • the guaranteed minimum number of ordinary hours to be worked per week; or 	<p>10. Part-time employment</p> <p>10.1 General</p> <p>(a) A part-time employee is an employee who is engaged to perform less than an average of 38 ordinary hours per week on a reasonably predictable basis.</p> <p>(b) Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees who do the same work in the classification concerned.</p> <p>(c) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any shift.</p> <p>(d) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the ordinary hourly rate prescribed for the class of work performed.</p> <p>10.2 Part-time day workers</p> <p>(a) At the time of engagement or appointment of an employee as a day worker, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying:</p> <ul style="list-style-type: none"> (i) the guaranteed minimum number of ordinary hours to be worked per week; or

<ul style="list-style-type: none"> • which days of the week the employee will work and the actual starting and finishing times each day. <p>(ii) Subject to the employer’s rights in clauses 8.4 and 28.4 to change an employee’s hours of work, changes in hours may only be made by agreement in writing between the employer and employee. Changes in days can be made by the employer giving one week’s notice in advance of the changed hours.</p> <p>(iii) All time worked in excess of the ordinary daily hours mutually arranged will be overtime and paid for at the appropriate overtime rate.</p> <p>(c) Part-time shiftworkers</p> <p>(i) At the time of engagement or appointment of an employee as a shiftworker, the employer and the part-time employee will agree in writing the guaranteed minimum number of ordinary hours to be worked per week.</p> <p>(ii) Subject to clause 11.4(c)(i) part-time shiftworkers will be rostered in accordance with clauses 28 and 30.</p> <p>(iii) All time worked in excess of the rostered daily hours will be overtime and paid for at the appropriate overtime rate.</p>	<p>(ii) which days of the week the employee will work and the actual starting and finishing times each day.</p> <p>(b) Subject to the employer’s rights in clauses 7.4 and 15.1 to change an employee’s hours of work, changes in hours may only be made by agreement in writing between the employer and employee. Subject to clause 31, changes in days can be made by the employer giving one week’s notice in advance of the changed hours.</p> <p>(c) All time worked in excess of the ordinary daily hours mutually arranged will be overtime and paid for at the appropriate overtime rate.</p> <p>10.3 Part-time shiftworkers</p> <p>(a) At the time of engagement or appointment of an employee as a shiftworker, the employer and the part-time employee will agree in writing the guaranteed minimum number of ordinary hours to be worked per week.</p> <p>(b) Subject to clause 10.3(a) part-time shiftworkers will be rostered in accordance with clauses 14 and 17.</p> <p>(c) All time worked in excess of the rostered daily hours will be overtime and paid for at the appropriate overtime rate.</p>
<p>11.5 Casual employment</p> <p>(a) A casual employee is an employee engaged as such.</p> <p>(b) A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.</p> <p>(c) Casual employees must be paid at the termination of each engagement, or weekly or fortnightly in accordance with usual payment methods for full-time employees.</p> <p>(d) Casual employees are entitled to a minimum payment of four hours work at the appropriate rate.</p>	<p>11. Casual employment</p> <p>11.1 A casual employee is an employee engaged on a casual basis.</p> <p>11.2 A casual employee must be paid the ordinary hourly rate prescribed for the class of work performed, plus 25%. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.</p> <p>11.3 Casual employees are entitled to a minimum payment of four hours’ work at the appropriate rate.</p> <p><i>11.5(c) moved to clause 18.7 – payment of wages.</i></p>

<p>11.6 Apprentices</p> <p>(a) In order to undertake trade training in accordance with clause 11.6 a person must be party to a training contract in accordance with the requirements of the apprenticeship authority or State/territory training legislation.</p> <p>(b) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>(c) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule D—School-based Apprentices.</p> <p>(d) Except as provided in this clause or where otherwise expressly stated, all other terms and conditions of this award apply to an apprentice.</p> <p>(e) The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.</p> <p>(f) Apprentices may be engaged in trades or occupations that are provided for in clause 11.6—Apprentices where declared or recognised by an apprenticeship authority. Subject to appropriate State legislation, an employer will not employ an unapprenticed junior in a trade or occupation provided for in clause 11.6—Apprentices.</p> <p>(g) For the purposes of clause 11.6, apprenticeship authority means a State or Territory training authority with the responsibility for the apprenticeship.</p>	<p>12. Apprentices</p> <p>12.1 In order to undertake trade training in accordance with clause 12 a person must be party to a training contract in accordance with the requirements of the apprenticeship authority or State/territory training legislation.</p> <p>12.2 An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>12.3 Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule D—School-based Apprentices.</p> <p>12.4 Except as provided in this clause or where otherwise expressly stated, all other terms and conditions of this award apply to an apprentice.</p> <p>12.5 The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.</p> <p>12.6 Apprentices may be engaged in trades or occupations that are provided for in clause 12—Apprentices where declared or recognised by an apprenticeship authority. Subject to appropriate State legislation, an employer will not employ an unapprenticed junior in a trade or occupation provided for in clause 12—Apprentices.</p> <p>12.7 For the purposes of clause 12, apprenticeship authority means a State or Territory training authority with the responsibility for the apprenticeship.</p>
<p>(h) In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of</p>	<p>12.8 In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent</p>

<p>this award will apply.</p> <p>(i) An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the training package determined from time to time by Manufacturing Skills Australia or its successor and endorsed by the National Skills Quality Council or its successor. Such apprenticeships include but are not limited to the following trades: Aeroskills Engineering Tradesperson (Mechanical), Aeroskills Engineering Tradesperson (Structures) and Aeroskills Engineering Tradesperson (Avionics).</p> <p>(j) Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.</p> <p>(k) The nominal period of the apprenticeship is four years; however this period may be varied with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.</p>	<p>with this award in which case the provisions of this award will apply.</p> <p>12.9 An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the training package determined from time to time by Manufacturing Skills Australia or its successor and endorsed by the National Skills Quality Council or its successor. Such apprenticeships include but are not limited to the following trades: Aeroskills Engineering Tradesperson (Mechanical), Aeroskills Engineering Tradesperson (Structures) and Aeroskills Engineering Tradesperson (Avionics).</p> <p>12.10 Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.</p> <p>12.11 The nominal period of the apprenticeship is four years; however this period may be varied with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.</p>
<p>(l) Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:</p> <p>(i) the qualification specified in the training contract is successfully completed; and</p> <p>(ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and</p>	<p>12.12 Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:</p> <p>(a) the qualification specified in the training contract is successfully completed; and</p> <p>(b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and</p> <p>(c) the requirements of the relevant State/Territory apprenticeship authority and any requirements of Manufacturing Skills Australia</p>

<ul style="list-style-type: none"> (iii) the requirements of the relevant State/Territory apprenticeship authority and any requirements of Manufacturing Skills Australia with respect to demonstration of competency and any minimum necessary work experience requirements are met; and (iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met. (m) No apprentice, except in an emergency, is to work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with their training contract. (n) The minimum wages applying to apprenticeships are dealt with in clause 16—Apprentice minimum weekly wages and no apprentice is to work under a system of payment by results. 	<ul style="list-style-type: none"> with respect to demonstration of competency and any minimum necessary work experience requirements are met; and (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met. 12.13 No apprentice, except in an emergency, is to work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with their training contract. 12.14 The minimum wages applying to apprenticeships are dealt with in clause 18.5—Apprentice minimum weekly wages and no apprentice is to work under a system of payment by results.
<ul style="list-style-type: none"> (o) Payment of fees and textbooks <ul style="list-style-type: none"> (i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within 3 months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress; (ii) Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 11.6(o)(i) above. (p) Travel payment for block release training <ul style="list-style-type: none"> (i) Where an apprentice is required to attend block release training for training identified in or associated with their 	<ul style="list-style-type: none"> 12.15 Payment of fees and textbooks <ul style="list-style-type: none"> (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within three months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress; (b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 12.15(a) above. 12.16 Travel payment for block release training <ul style="list-style-type: none"> (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.

<p>training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p>	<p>(b) Clause 12.16(a) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(c) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>(d) For the purposes of clause 12.16(a), excess reasonable travel costs:</p> <p>(i) include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work; and</p> <p>(ii) do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p>
<p>(iii) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p>	<p>12.17 Reduction of payment</p> <p>The amount payable by an employer under clause 12.16(a) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p>
<p>12. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p>	<p>Part 8—Termination of Employment and redundancy</p> <p>33. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p>

<p>13. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering and changes to clause titles</i></p>	<p>34. Redundancy</p> <p>35. Transfer to lower paid job on redundancy</p> <p>36. Employee leaving during redundancy notice period</p> <p>37. Job search entitlement</p> <p><i>Provision not reproduced - no change other than renumbering and changes to clause titles.</i></p>																													
<p>13.5 Transitional provisions – NAPSA employees</p> <p>13.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed - obsolete</i></p>																													
<p>Part 4—Minimum Wages and Related Matters</p> <p>14. Classifications</p> <p>Classification definitions are set out in Schedule B. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.</p>	<p>13. Classifications</p> <p>13.1 Classification definitions are set out in Schedule A.</p> <p>13.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.</p>																													
<p>15. Minimum wages</p> <p>15.1 Aviation transport workers stream</p> <table border="1" data-bbox="179 1037 896 1484"> <thead> <tr> <th>Classification</th> <th>Rate per week</th> </tr> <tr> <td></td> <td style="text-align: center;">\$</td> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td style="text-align: right;">709.80</td> </tr> <tr> <td>Level 2</td> <td style="text-align: right;">712.90</td> </tr> <tr> <td>Level 3</td> <td style="text-align: right;">725.50</td> </tr> <tr> <td>Level 4</td> <td style="text-align: right;">746.20</td> </tr> <tr> <td>Level 5</td> <td style="text-align: right;">779.80</td> </tr> </tbody> </table>	Classification	Rate per week		\$	Level 1	709.80	Level 2	712.90	Level 3	725.50	Level 4	746.20	Level 5	779.80	<p>Part 4—Wages and Allowances</p> <p>18. Minimum wages</p> <p>An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <p>18.1 Aviation transport workers stream</p> <table border="1" data-bbox="1209 1101 2016 1484"> <thead> <tr> <th>Classification</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> </tr> <tr> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td style="text-align: right;">709.80</td> <td style="text-align: right;">18.68</td> </tr> <tr> <td>Level 2</td> <td style="text-align: right;">712.90</td> <td style="text-align: right;">18.76</td> </tr> <tr> <td>Level 3</td> <td style="text-align: right;">725.50</td> <td style="text-align: right;">19.09</td> </tr> </tbody> </table>	Classification	Minimum weekly rate	Minimum hourly rate		\$	\$	Level 1	709.80	18.68	Level 2	712.90	18.76	Level 3	725.50	19.09
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Aircraft Worker 1	656.90	Aircraft Worker 1	656.90	17.29
Aircraft Worker 2	675.90	Aircraft Worker 2	675.90	17.79
Aircraft Worker 3	701.80	Aircraft Worker 3	701.80	18.47
Aircraft Worker 4	725.90	Aircraft Worker 4	725.90	19.10
Tradesperson	764.90	Tradesperson	764.90	20.13
Aircraft Maintenance Engineer	834.60	Aircraft Maintenance Engineer	834.60	21.96
Full Category B1.1 Licence Holder	894.80	Full Category B1.1 Licence Holder	894.80	23.55
Full Category B1.2 Licence Holder	894.80	Full Category B1.2 Licence Holder	894.80	23.55
Full Category B1.3 Licence Holder	894.80	Full Category B1.3 Licence Holder	894.80	23.55
Full Category B1.4 Licence Holder	894.80	Full Category B1.4 Licence Holder	894.80	23.55
Full Category B2 Licence Holder	894.80	Full Category B2 Licence Holder	894.80	23.55
Full Category B1/B2 Licence Holder	894.80	Full Category B1/B2 Licence Holder	894.80	23.55
Transitional Category B1.1 Licence Holder	894.80	Transitional Category B1.1 Licence Holder	894.80	23.55
Transitional Category B1.2 Licence Holder	854.00	Transitional Category B1.2 Licence Holder	854.00	22.47
Transitional Category B1.3 Licence Holder	894.80	Transitional Category B1.3 Licence Holder	894.80	23.55
Transitional Category B1.4 Licence Holder	854.00	Transitional Category B1.4 Licence Holder	854.00	22.47
Transitional Category B2 Licence Holder	894.80	Transitional Category B2 Licence Holder	894.80	23.55
15.4 Storepersons and logistics stream		18.4 Storepersons and logistics stream		
Classification	Rate per week	Classification	Minimum weekly rate	Minimum hourly rate
	\$			

Level 1	698.20		\$	\$
Level 2	714.20	Level 1	698.20	18.37
Level 3	732.80	Level 2	714.20	18.79
Level 4	756.00	Level 3	732.80	19.28
Level 5	783.60	Level 4	756.00	19.89
		Level 5	783.60	20.62

16. Apprentice minimum weekly wages

16.1 The minimum wage for apprentices who commenced an apprenticeship prior to January 1, 2014 are, except as provided for in clause 16.3—Adult apprentice minimum wages for current employees, are as set out in the following table.

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

Stage	Percentage of rate
1	42
2	55
3	75
4	88

18.5 Apprentice minimum weekly wages

(a) The minimum wage for apprentices who commenced an apprenticeship before 1 January 2014 except as provided for in clause (c)—Adult apprentice minimum wages for current employees, are as set out in the following table.

- (i) For apprentices who commenced an AQF IV qualification outcome the percentages are of the ordinary hourly rate prescribed in clause 18.3 for an Aircraft Maintenance Engineer.
- (ii) For apprentices who commenced an AQF III qualification outcome the percentages are of the ordinary hourly rate prescribed in clause 18.3 for a Tradesperson.

Stage	Percentage of rate
1	42%
2	55%
3	75%
4	88%

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

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

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

(b) Minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014

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

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

(b) The minimum wage for an apprentice who commences an AQF III

(ii) The minimum wage for an apprentice who commences an

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

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

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

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

16.3 Adult apprentice minimum wages for current employees

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

(c) Adult apprentice minimum wages for current employees

- (i) A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training contract. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 18.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (ii) Clause 18.5(c) applies where the employee, immediately prior to entering into a training contract as an adult apprentice has been an employee in the enterprise for a minimum of six months full-time employment or twelve months part-time or regular and systematic casual employment.

16.4 Conditions for progression through each stage

The minimum wages for each stage of the apprenticeship are set out in clauses 16.1 to 16.3. The conditions for progression to each stage are set out in the following table:

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

(d) Conditions for progression through each stage

The minimum wages for each stage of the apprenticeship are set out in clauses 18.5(a) to (c). The conditions for progression to each stage are set out in the following table:

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

16.5 Competency based progression

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

(e) Competency based progression

- (i) For the purpose of competency based wage progression in clause 18.5 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
- competency has been achieved in the relevant proportion of the total units of competency specified in clause (d) for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
- (ii) either:
- the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (iii) If the employer disagrees with the assessment of the RTO referred to in clause 18.5(e)(ii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.

<p>(c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.</p> <p>(d) The apprentice will be paid the wage rate referred to in clause 16.5(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 16.5(a)(iii) or on a date as determined under the dispute resolution process in clause 16.5(b).</p>	<p>(iv) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.</p> <p>(v) The apprentice will be paid the wage rate referred to in clause 18.5(e)(i) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 18.5(e)(ii) or on a date as determined under the dispute resolution process in clause 18.5(e)(iii).</p>
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<p>17. Junior rates</p> <p>17.1 Clerical, administration and support stream</p> <p>Junior employees engaged in classifications in the clerical, administration and support stream will be paid the following percentage of the appropriate wage rate in clause 15.2:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Age</th> <th style="text-align: left;">Percentage of adult minimum wage rate</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: right;">%</td> </tr> <tr> <td>16 years and under</td> <td style="text-align: right;">50</td> </tr> <tr> <td>17 years</td> <td style="text-align: right;">55</td> </tr> <tr> <td>18 years</td> <td style="text-align: right;">65</td> </tr> <tr> <td>19 years</td> <td style="text-align: right;">75</td> </tr> <tr> <td>20 years</td> <td style="text-align: right;">90</td> </tr> </tbody> </table>	Age	Percentage of adult minimum wage rate		%	16 years and under	50	17 years	55	18 years	65	19 years	75	20 years	90	<p>18.6 Junior rates</p> <p>(a) Clerical, administration and support stream</p> <p>Junior employees engaged in classifications in the clerical, administration and support stream will be paid the following percentage of the appropriate wage rate in clause 18.2:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Age</th> <th style="text-align: left;">% of adult minimum wage rate</th> </tr> </thead> <tbody> <tr> <td>16 years and under</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>17 years</td> <td style="text-align: right;">55%</td> </tr> <tr> <td>18 years</td> <td style="text-align: right;">65%</td> </tr> <tr> <td>19 years</td> <td style="text-align: right;">75%</td> </tr> <tr> <td>20 years</td> <td style="text-align: right;">90%</td> </tr> </tbody> </table>	Age	% of adult minimum wage rate	16 years and under	50%	17 years	55%	18 years	65%	19 years	75%	20 years	90%
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<p>17.2 Maintenance and engineering stream</p> <p>Junior employees engaged in classifications in the maintenance and engineering stream will be paid the following percentage of the adult Aircraft Worker 3 rate in clause 15.3:</p> <table border="1"> <thead> <tr> <th>Age</th> <th>Percentage of adult trades assistant rate</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td>17 years and under</td> <td style="text-align: center;">55</td> </tr> <tr> <td>18 years</td> <td style="text-align: center;">85</td> </tr> <tr> <td>19 years</td> <td style="text-align: center;">93</td> </tr> <tr> <td>20 years</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Age	Percentage of adult trades assistant rate		%	17 years and under	55	18 years	85	19 years	93	20 years	100	<p>(b) Maintenance and engineering stream</p> <p>Junior employees engaged in classifications in the maintenance and engineering stream will be paid the following percentage of the adult Aircraft Worker 3 rate in clause 18.3:</p> <table border="1"> <thead> <tr> <th>Age</th> <th>% of adult trades assistant rate</th> </tr> </thead> <tbody> <tr> <td>17 years and under</td> <td style="text-align: center;">55%</td> </tr> <tr> <td>18 years</td> <td style="text-align: center;">85%</td> </tr> <tr> <td>19 years</td> <td style="text-align: center;">93%</td> </tr> <tr> <td>20 years</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Age	% of adult trades assistant rate	17 years and under	55%	18 years	85%	19 years	93%	20 years	100%
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<p>17.3 Storepersons and logistics stream</p> <p>Junior employees engaged in classifications in the storepersons and logistics stream will be paid the following percentage of the appropriate wage rate in clause 15.4:</p> <table border="1"> <thead> <tr> <th>Age</th> <th>Percentage of adult minimum wage rate</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td>17 years and under</td> <td style="text-align: center;">55</td> </tr> <tr> <td>18 years</td> <td style="text-align: center;">85</td> </tr> <tr> <td>19 years</td> <td style="text-align: center;">93</td> </tr> <tr> <td>20 years</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Age	Percentage of adult minimum wage rate		%	17 years and under	55	18 years	85	19 years	93	20 years	100	<p>(c) Storepersons and logistics stream</p> <p>Junior employees engaged in classifications in the storepersons and logistics stream will be paid the following percentage of the appropriate wage rate in clause 18.4:</p> <table border="1"> <thead> <tr> <th>Age</th> <th>% of adult minimum wage rate</th> </tr> </thead> <tbody> <tr> <td>17 years and under</td> <td style="text-align: center;">55%</td> </tr> <tr> <td>18 years</td> <td style="text-align: center;">85%</td> </tr> <tr> <td>19 years</td> <td style="text-align: center;">93%</td> </tr> <tr> <td>20 years</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Age	% of adult minimum wage rate	17 years and under	55%	18 years	85%	19 years	93%	20 years	100%
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<p>18. Supported wage system</p> <p>See Schedule C</p>	<p>18.9 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.</p>
<p>19. School-based apprentices</p> <p>See Schedule D</p>	
<p>20. National Training Wage</p> <p>20.1 See Schedule E</p> <p>20.2 Whereas Schedule E was inserted on 15 July 2011 but with effect from 1 January 2010, clause 20 and Schedule E do not take effect so as to require any employee engaged as a trainee to repay any wages paid in respect of the period 1 January 2010 to 15 July 2011 because the amount of the employee’s legal entitlement to wages and wage related payments in that period was greater than the employee’s entitlement to wages and wage related payments under Schedule E.</p>	<p>18.10 National Training Wage</p> <p>For employees undertaking a traineeship, see Schedule F—National Training Wage.</p>
<p>21. Allowances</p> <p>21.1 Employees will, in addition to the employee’s classification rate of pay, be paid the allowances set out in this clause. Unless otherwise specified, such allowances will not be taken into account in the calculation of any other penalty rate prescribed by this award.</p>	<p>19. Allowances</p> <p>19.1 Employees will, in addition to the employee’s classification rate of pay, be paid the allowances set out in this clause. Unless otherwise specified, such allowances will not be taken into account in the calculation of any other penalty rate prescribed by this award.</p> <p>19.2 See Schedule C for a summary of monetary allowances and method of adjustment.</p>
<p>21.2 General allowances</p> <p>The following allowances apply in respect of all classifications under the award:</p> <ul style="list-style-type: none"> • Clause 21.5—Aviation Security Identification Card • Clause 21.6—Coffin allowance • Clause 21.7—Disability allowance 	<p><i>Allowances clause reformatted to group allowances applying generally and to certain streams</i></p>

<ul style="list-style-type: none"> • Clause 21.8—First aid allowance • Clause 21.9—Nightsoil allowance • Clause 21.10—Travelling time and board allowance • Clause 21.11—Change in place of employment • Clause 21.12—Private motor vehicle allowance • Clause 21.13(a)—Uniform and protective clothing allowance • Clause 21.14—Foreign language allowance 	
<p>21.3 Aviation transport workers allowances</p> <p>The following allowances apply to those employees classified in accordance with clause 15.1—Aviation transport workers stream:</p> <ul style="list-style-type: none"> • Clause 21.13(b)—Uniform and protective clothing allowance • Clause 21.15—Money collection • Clause 21.16—Transport workers stream—leading hand allowance 	<p><i>Allowances clause reformatted to group allowances applying generally and to certain streams</i></p>
<p>21.4 Maintenance and engineering stream allowances</p> <p>The following allowances apply to those employees classified in accordance with clause 15.3—Maintenance and engineering stream, and shall apply to employees who are Category A Licence Holders or Category C Licence Holders:</p> <ul style="list-style-type: none"> • Clause 21.17—Relief duty and engineering school. • Clause 21.18—Permanent transfers. • Clause 21.19—Special rates. • Clause 21.20—Tool allowance. • Clause 21.21—Full category Aircraft Type Rating Endorsement payments. 	<p><i>Allowances clause reformatted to group allowances applying generally and to certain streams</i></p>

<ul style="list-style-type: none"> • Clause 21.22—Transitional category Aircraft Type Rating Endorsement payments. • Clause 21.24—Special appointments – additional payments. • Clause 21.25—Category A Licence Holder – allowance. • Clause 21.26—Category C Licence Holder – allowance. • Clause 21.27—Maintenance and engineering stream—leading hand allowance. 	
<p>21.5 Aviation Security Identification Card</p> <p>Where an employee is required by law to obtain an Aviation Security Identification Card (ASIC) to access any Australian airport facilities to perform their work, the cost of the application fee and other fees required by legislation will be reimbursed by the employer. The employer is not, however required to reimburse any costs incurred prior to the person becoming an employee of the employer.</p>	<p>19.4 All classifications—expense-related allowances</p> <p>(a) Aviation Security Identification Card</p> <p>Where an employee is required by law to obtain an Aviation Security Identification Card (ASIC) to access any Australian airport facilities to perform their work, the cost of the application fee and other fees required by legislation will be reimbursed by the employer. The employer is not, however required to reimburse any costs incurred prior to the person becoming an employee of the employer.</p>
<p>21.6 Coffin allowance</p> <p>If an employee is required to handle coffins containing human remains, the employee must be paid 0.37% of the standard rate per coffin.</p>	<p>19.3 All classifications—wage-related allowances</p> <p>The following allowances apply in respect of all classifications under the award:</p> <p>(a) Coffin allowance</p> <p>If an employee is required to handle coffins containing human remains, the employee must be paid \$2.83 per coffin.</p>
<p>21.7 Disability allowance</p> <p>(a) If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to work, employees will be paid the following allowances from the date of the application:</p> <p>(i) if the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and</p>	<p>19.3 All classifications—wage-related allowances</p> <p>(b) Disability allowance</p> <p>(i) If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to work, employees will be paid the following allowances from the date of the application:</p>

<p>jack hammering, form work and concrete pours—0.12% of the standard rate per hour; and</p> <p>(ii) if the construction work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space—0.066% of the standard rate per hour.</p> <p>(b) The date of effect for the allowance will be from the date of the claim subject to substantiating the existence of the disability.</p>	<ul style="list-style-type: none"> • if the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours—\$0.92 per hour; and • if the construction work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space—\$0.50 per hour. <p>(ii) The date of effect for the allowance will be from the date of the claim subject to substantiating the existence of the disability.</p>
<p>21.8 First aid allowance</p> <p>If an employee is appointed by their employer to perform first aid duty and holds a current first aid qualification from St John Ambulance or a similar body, the employee is entitled to 1.68% of the standard rate per week.</p>	<p>19.3 All classifications—wage-related allowances</p> <p>(c) First aid allowance</p> <p>If an employee is appointed by their employer to perform first aid duty and holds a current first aid qualification from St John Ambulance or a similar body, the employee is entitled to \$12.85 per week.</p>
<p>21.9 Nightsoil allowance</p> <p>If an employee is required to handle or dispose of nightsoil or clean aircraft toilets and/or containers used for animals during the course of a normal shift or a second shift, the employee must be paid 0.64% of the standard rate on each shift.</p>	<p>19.3 All classifications—wage-related allowances</p> <p>(d) Nightsoil allowance</p> <p>If an employee is required to handle or dispose of nightsoil or clean aircraft toilets and/or containers used for animals during the course of a normal shift or a second shift, the employee must be paid \$4.90 on each shift.</p>
<p>21.10 Travelling time and board allowance</p> <p>(a) Where an employee is required by the employer to travel for duty away from home base, the following provisions will apply:</p> <p>(i) where an employee is required to be away overnight the employee will be provided with full board and accommodation or paid a reasonable allowance to cover the cost incurred for board and lodging;</p> <p>(ii) the employer will reimburse the employee for travel or pay</p>	<p>19.4 All classifications—expense-related allowances</p> <p>(b) Travelling time and board allowance</p> <p>(i) Where an employee is required by the employer to travel for duty away from home base, the following provisions will apply:</p> <ul style="list-style-type: none"> • where an employee is required to be away overnight the employee will be provided with full board and

the cost of travel; and

(iii) the employer will pay expenses or reimburse the employee for reasonable actual expenses incurred while away from home base.

(b) If employees are required to work away from their usual place of employment, with the exception of where the employee has been directed to attend training, they must be paid the following rates for all time reasonably spent by them in excess of the time they usually spend travelling to or from their home to the place of employment:

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

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

accommodation or paid a reasonable allowance to cover the cost incurred for board and lodging;

- the employer will reimburse the employee for travel or pay the cost of travel; and
- the employer will pay expenses or reimburse the employee for reasonable actual expenses incurred while away from home base.

(ii) If employees are required to work away from their usual place of employment, with the exception of where the employee has been directed to attend training, they must be paid the following rates for all time reasonably spent by them in excess of the time they usually spend travelling to or from their home to the place of employment:

Day	Rate
Sundays and public holidays	150% of the ordinary hourly rate up to maximum of 12 out of every 24 hours or 8 out of every 24 hours where a sleeping berth or air travel is provided
All other days	Ordinary rate is up to a maximum of 12 out of every 24 hours or 8 out of every 24 hours where a sleeping berth or air travel is provided

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

<p>21.11 Change in place of employment</p> <p>If an employee is required to work at a place other than their regular place of employment, the employer must pay the employee any additional fares incurred or provide the employee with transport.</p>	<p>19.4 All classifications—expense-related allowances</p> <p>(c) Change in place of employment</p> <p>If an employee is required to work at a place other than their regular place of employment, the employer must pay the employee any additional fares incurred or provide the employee with transport.</p>								
<p>21.12 Private motor vehicle allowance</p> <p>An employee who reaches agreement with their employer to use their own motor vehicle on the employer’s business, must be paid an allowance of \$0.78 per kilometre.</p>	<p>(d) Private motor vehicle allowance</p> <p>An employee who reaches agreement with their employer to use their own motor vehicle on the employer’s business, must be paid an allowance of \$0.78 per kilometre.</p>								
<p>21.13 Uniform and protective clothing allowance</p> <p>(a) Where an employee is required to wear a uniform, protective clothing or equipment, the employer must reimburse the employee for the reasonable costs of obtaining the uniform, clothing or equipment unless the employer provides the employee with these items.</p> <p>(b) Where an employee is required to launder a uniform, the employee is entitled to \$4.92 per week. The provisions of this clause will not apply where the employer pays for the cost of laundering clothing.</p>	<p>(e) Uniform and protective clothing allowance</p> <p>Where an employee is required to wear a uniform, protective clothing or equipment, the employer must reimburse the employee for the reasonable costs of obtaining the uniform, clothing or equipment unless the employer provides the employee with these items.</p> <p><i>21.13(b) renamed ‘Laundry allowance’ and now appears at clause 19.6(a)</i></p> <p>19.6 Aviation transport workers—expense-related allowances</p> <p>(a) Laundry allowance</p> <p>Where an employee is required to launder a uniform, the employee is entitled to \$4.92 per week. The provisions of this clause will not apply where the employer pays for the cost of laundering clothing.</p>								
<p>21.14 Foreign language allowance</p> <p>If an employee is required to work in an international terminal and is required by the employer to speak a foreign language the employee will be paid as follows:</p> <table border="1" data-bbox="197 1348 1025 1481"> <thead> <tr> <th>Foreign languages</th> <th>Percentage of the standard rate per week</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">%</td> </tr> </tbody> </table>	Foreign languages	Percentage of the standard rate per week		%	<p>19.3 All classifications—wage-related allowances</p> <p>(e) Foreign language allowance</p> <p>If an employee is required to work in an international terminal and is required by the employer to speak a foreign language the employee will be paid as follows:</p> <table border="1" data-bbox="1294 1380 2011 1449"> <thead> <tr> <th>Foreign languages</th> <th>Per week</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Foreign languages	Per week		
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<table border="1"> <tr> <td>One language</td> <td>0.66</td> </tr> <tr> <td>Two languages</td> <td>0.99</td> </tr> <tr> <td>Three or more languages</td> <td>1.29</td> </tr> </table>	One language	0.66	Two languages	0.99	Three or more languages	1.29	<table border="1"> <tr> <td></td> <td></td> <td>\$</td> </tr> <tr> <td>One language</td> <td></td> <td>5.05</td> </tr> <tr> <td>Two languages</td> <td></td> <td>7.57</td> </tr> <tr> <td>Three or more languages</td> <td></td> <td>9.87</td> </tr> </table>			\$	One language		5.05	Two languages		7.57	Three or more languages		9.87						
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<p>21.15 Money collection</p> <p>If an employee collects money, the employee must be paid, for any amount handled:</p> <table border="1"> <thead> <tr> <th>Amount handled</th> <th>Percentage of the standard rate per week</th> </tr> <tr> <td></td> <th>%</th> </tr> </thead> <tbody> <tr> <td>Less than \$200</td> <td>0.60</td> </tr> <tr> <td>\$200 and less than \$1000</td> <td>1.20</td> </tr> <tr> <td>\$1000 and less than \$5000</td> <td>1.61</td> </tr> <tr> <td>\$5000 and over</td> <td>1.87</td> </tr> </tbody> </table>	Amount handled	Percentage of the standard rate per week		%	Less than \$200	0.60	\$200 and less than \$1000	1.20	\$1000 and less than \$5000	1.61	\$5000 and over	1.87	<p>19.5 Aviation transport workers—wage-related allowances</p> <p>(a) Money collection</p> <p>If an employee collects money, the employee must be paid, for any amount handled:</p> <table border="1"> <thead> <tr> <th>Amount handled</th> <th>Per week</th> </tr> <tr> <td></td> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Less than \$200</td> <td>4.59</td> </tr> <tr> <td>\$200 and less than \$1000</td> <td>9.18</td> </tr> <tr> <td>\$1000 and less than \$5000</td> <td>12.31</td> </tr> <tr> <td>\$5000 and over</td> <td>14.30</td> </tr> </tbody> </table>	Amount handled	Per week		\$	Less than \$200	4.59	\$200 and less than \$1000	9.18	\$1000 and less than \$5000	12.31	\$5000 and over	14.30
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<p>21.16 Transport workers stream—leading hand allowance</p> <p>Where an employee at Level 2 is responsible for the control, supervision and training of designated staff, an allowance of 3% of the standard rate will be paid.</p>	<p>19.5 Aviation transport workers—wage-related allowances</p> <p>(b) Transport workers stream—leading hand allowance</p> <p>Where an employee at Level 2 is responsible for the control, supervision and training of designated staff, an allowance of \$22.95 will be paid per week.</p>																								
<p>21.17 Relief duty and engineering school</p> <p>(a) Relief duty</p> <p>Where an employee receives less than two days’ notice to take up relief duty away from the employee’s home base, time spent</p>	<p>19.9 Maintenance and engineering workers—expense-related allowances</p> <p>(c) Relief duty and engineering school</p> <p>(i) Relief duty</p>																								

<p>travelling will be paid for at the appropriate penalty rate. Where an employee receives two or more days' notice, payment will be made as provided in clause 21.10.</p> <p>(b) Engineering school</p> <p>(i) Where an employee is required by the employer to travel to or from engineering school, time spent travelling on rostered days off, Saturdays, Sundays or public holidays will be paid for at the appropriate penalty rate for a minimum of four hours.</p> <p>(ii) For the purposes of this award, time spent travelling will not be included in the employee's 10 hour break between periods of duty.</p>	<p>Where an employee receives less than two days' notice to take up relief duty away from the employee's home base, time spent travelling will be paid for at the appropriate penalty rate. Where an employee receives two or more days' notice, payment will be made as provided in clause 19.4.</p> <p>(ii) Engineering school</p> <ul style="list-style-type: none"> • Where an employee is required by the employer to travel to or from engineering school, time spent travelling on rostered days off, Saturdays, Sundays or public holidays will be paid for at the appropriate penalty rate for a minimum of four hours. • For the purposes of this award, time spent travelling will not be included in the employee's 10 hour break between periods of duty.
<p>21.18 Permanent transfers</p> <p>(a) An employee on permanent transfer will be entitled to receive payment from the employer for all reasonable expenses incurred by the removal of themselves, their spouse or de facto partner and dependants, their furniture, possessions and personal effects from one home base to another home base as approved by the employer in advance.</p> <p>(b) For the purposes of this clause, a base will be regarded as a home base if the employee is transferred there for a period which exceeds 180 days. A transfer to a base other than a home base expressed to be for a period less than 180 days will become a transfer to another home base if the employee is notified in writing during the course of that period that the transfer will extend for a period beyond 180 days. In such cases temporary reimbursement will cease and the provisions of clause 21.18(a) will become applicable.</p> <p>(c) When special circumstances arise, employees may be allowed additional expenses subject to agreement in writing prior to transfer.</p> <p>(d) Clause 21.18 applies only when the transfer is directed by the employer.</p>	<p>19.9 Maintenance and engineering workers—expense-related allowances</p> <p>(d) Permanent transfers</p> <p>(i) An employee on permanent transfer will be entitled to receive payment from the employer for all reasonable expenses incurred by the removal of themselves, their spouse or de facto partner and dependants, their furniture, possessions and personal effects from one home base to another home base as approved by the employer in advance.</p> <p>(ii) For the purposes of this clause, a base will be regarded as a home base if the employee is transferred there for a period which exceeds 180 days. A transfer to a base other than a home base expressed to be for a period less than 180 days will become a transfer to another home base if the employee is notified in writing during the course of that period that the transfer will extend for a period beyond 180 days. In such cases temporary reimbursement will cease and the provisions of clause 19.9(d)(i) will become applicable.</p> <p>(iii) When special circumstances arise, employees may be allowed additional expenses subject to agreement in writing prior to transfer.</p>

	(iv) Clause 19.9(d) applies only when the transfer is directed by the employer.
<p>21.19 Special rates</p> <p>Subject to clauses 21.19(a) and (b), the following special rates must be paid to an employee including an apprentice and a junior:</p> <p>(a) Special rates not cumulative</p> <p>(i) Where more than one of the disabilities set out in clause 21.19 entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate for the applicable disabilities.</p> <p>(ii) Clause 21.19(a)(i) does not apply in relation to cold places, hot places, wet places, confined spaces, or dirty work, the rates for which are cumulative.</p>	<p>19.8 Maintenance and engineering workers—special rates</p> <p>(a) Subject to clauses 19.8(b) and (c), special rates in clause 19.8 must be paid to an employee including an apprentice and a junior.</p> <p>(b) Special rates not cumulative</p> <p>(i) Where more than one of the disabilities set out in clause 19.8 entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate for the applicable disabilities.</p> <p>(ii) Clause 19.8(b)(i) does not apply in relation to cold places, hot places, wet places, confined spaces, or dirty work, the rates for which are cumulative.</p>
<p>(b) Special rates are not subject to penalty additions</p> <p>The special rates in clause 21.19 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.</p>	<p>(c) Special rates are not subject to penalty additions</p> <p>The special rates in clause 19.8 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.</p>
<p>(c) Cold places</p> <p>An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid 0.074% of the standard rate per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours' work without loss of pay.</p>	<p>(d) Cold places</p> <p>An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid \$0.57 per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours' work without loss of pay.</p>

<p>(d) Hot places</p> <p>(i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:</p> <table border="1" data-bbox="336 303 1075 590"> <thead> <tr> <th>Temperature</th> <th>Percentage of the standard rate per hour</th> </tr> </thead> <tbody> <tr> <td>Between 46 and 54 degrees Celsius</td> <td>0.076%</td> </tr> <tr> <td>In excess of 54 degrees Celsius</td> <td>0.1%</td> </tr> </tbody> </table> <p>(ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.</p> <p>(iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.</p>	Temperature	Percentage of the standard rate per hour	Between 46 and 54 degrees Celsius	0.076%	In excess of 54 degrees Celsius	0.1%	<p>(e) Hot places</p> <p>(i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:</p> <table border="1" data-bbox="1366 279 2105 494"> <thead> <tr> <th>Temperature</th> <th>\$ per hour</th> </tr> </thead> <tbody> <tr> <td>Between 46 and 54 degrees Celsius</td> <td>0.58</td> </tr> <tr> <td>In excess of 54 degrees Celsius</td> <td>0.76</td> </tr> </tbody> </table> <p>(ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.</p> <p>(iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.</p>	Temperature	\$ per hour	Between 46 and 54 degrees Celsius	0.58	In excess of 54 degrees Celsius	0.76
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<p>(e) Wet places</p> <p>(i) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid 0.076% of the standard rate per hour extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.</p> <p>(ii) This clause does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.</p>	<p>(f) Wet places</p> <p>(i) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid \$0.58 per hour extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.</p> <p>(ii) This clause does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.</p>												
<p>(f) Confined spaces</p> <p>An employee working in a confined space must be paid 0.076% of the standard rate per hour extra.</p>	<p>(g) Confined spaces</p> <p>An employee working in a confined space must be paid \$0.58 per hour extra.</p>												

<p>(g) Dirty work</p> <p>(i) Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature, the employee must be paid 0.1% of the standard rate per hour extra.</p> <p>(ii) Employees engaged on such work will be entitled to shower and change during normal working time.</p>	<p>(h) Dirty work</p> <p>(i) Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature, the employee must be paid \$0.76 per hour extra.</p> <p>(ii) Employees engaged on such work will be entitled to shower and change during normal working time.</p>
<p>(h) Fuel tanks</p> <p>Employees who are required to perform work inside fuel tanks of an aircraft must be paid 0.12% of the standard rate per hour extra.</p>	<p>(i) Fuel tanks</p> <p>Employees who are required to perform work inside fuel tanks of an aircraft must be paid \$0.92 per hour extra.</p>
<p>(i) Fibre glass</p> <p>Employees handling fibre glass materials or material of a like nature, when so employed must be paid 0.08% of the standard rate per hour extra.</p>	<p>(j) Fibre glass</p> <p>Employees handling fibre glass materials or material of a like nature, when so employed must be paid \$0.61 per hour extra.</p>
<p>21.20 Tool allowance</p> <p>(a) A tradesperson will be paid an allowance of \$14.69 per week for supplying and maintaining tools ordinarily required in the performance of the employee's work as a tradesperson. The allowance will be paid for all purposes of the award.</p> <p>(b) This allowance will apply to apprentices on the same percentage basis as set out in clause 16—Apprentice minimum weekly wages.</p> <p>(c) Where it is the practice for the employer to provide all tools ordinarily required by a tradesperson or an apprentice in the performance of the employee's work, the employer may continue that practice and in that event the allowance prescribed in clause 21.20(a) will not apply to such tradespersons or apprentices.</p> <p>(d) A tradesperson or apprentice will replace or pay for any tools supplied by the employer if lost through the employee's negligence.</p>	<p>19.9 Maintenance and engineering workers—expense-related allowances</p> <p>(a) All purpose allowances</p> <p>(i) Allowances paid for all purposes are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The tool allowance (clause 19.9(b)) is paid for all purposes under this award.</p> <p>(b) Tool allowance</p> <p>(i) A tradesperson will be paid an allowance of \$14.69 per week for supplying and maintaining tools ordinarily required in the performance of the employee's work as a tradesperson. The allowance will be paid for all purposes of the award.</p> <p>(ii) This allowance will apply to apprentices on the same percentage basis as set out in clause 18.5—Apprentice minimum weekly wages.</p> <p>(iii) Where it is the practice for the employer to provide all tools</p>

	<p>ordinarily required by a tradesperson or an apprentice in the performance of the employee’s work, the employer may continue that practice and in that event the allowance prescribed in clause 19.9(b)(i) will not apply to such tradespersons or apprentices.</p> <p>(iv) A tradesperson or apprentice will replace or pay for any tools supplied by the employer if lost through the employee’s negligence.</p>															
<p>21.21 Full category Aircraft Type Rating Endorsement payments</p> <p>(a) For each specific Aircraft Type Rating Endorsement held by an employee employed in a classification listed in the following table, on aircraft which are operated or maintained by the employer, additional payments per week will be made in accordance with the following table. The additional payments will be paid for all purposes of the award:</p> <table border="1" data-bbox="268 718 1041 1436"> <thead> <tr> <th>Classification</th> <th>% of standard rate per week for first Aircraft Type Rating Endorsement</th> <th>% of standard rate per week for each additional Aircraft Type Rating Endorsement</th> </tr> </thead> <tbody> <tr> <td>Full Category B1.1 Licence Holder</td> <td>20</td> <td>5</td> </tr> <tr> <td>Full Category B1.2 Licence Holder</td> <td>15</td> <td>5</td> </tr> <tr> <td>Full Category B1.3 Licence Holder</td> <td>20</td> <td>5</td> </tr> <tr> <td>Full Category B1.4 Licence Holder</td> <td>15</td> <td>5</td> </tr> </tbody> </table>	Classification	% of standard rate per week for first Aircraft Type Rating Endorsement	% of standard rate per week for each additional Aircraft Type Rating Endorsement	Full Category B1.1 Licence Holder	20	5	Full Category B1.2 Licence Holder	15	5	Full Category B1.3 Licence Holder	20	5	Full Category B1.4 Licence Holder	15	5	<p>19.7 Maintenance and engineering workers—wage-related allowances</p> <p>(a) All purpose allowances</p> <p>Allowances paid for all purposes are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:</p> <ul style="list-style-type: none"> (i) full category aircraft type rating endorsement payment (clause 19.7(b)); (ii) transitional category aircraft rating endorsement payment (clause 19.7(c)); (iii) special appointments—additional payments for exercise of privilege in maintenance and engineering stream (clause 19.7(d)); (iv) category A licence holder (clause 19.7(f)); (v) category C licence holder (clause 19.7(g)); and (vi) maintenance and engineering stream—leading hand allowance (clause 19.7(h)). <p>(b) Full category Aircraft Type Rating Endorsement payments</p> <p>(i) For each specific Aircraft Type Rating Endorsement held by an employee employed in a classification listed in the following table, on aircraft which are operated or maintained by the employer, additional payments per week will be made in accordance with the following table. The additional</p>
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Full Category B1.4 Licence Holder	15	5														

<table border="0"> <tr> <td>Full Category B2 Licence Holder</td> <td style="text-align: center;">25</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Full Category B1/B2 Licence Holder</td> <td style="text-align: center;">30</td> <td style="text-align: center;">5</td> </tr> </table>	Full Category B2 Licence Holder	25	5	Full Category B1/B2 Licence Holder	30	5	<p style="text-align: center;">payments will be paid for all purposes of the award:</p> <p>(b) Full category Aircraft Type Rating Endorsement payments</p> <p>(i) For each specific Aircraft Type Rating Endorsement held by an employee employed in a classification listed in the following table, on aircraft which are operated or maintained by the employer, additional payments per week will be made in accordance with the following table. The additional payments will be paid for all purposes of the award:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Classification</th> <th style="text-align: center;">\$ per week for first Aircraft Type Rating Endorsement</th> <th style="text-align: center;">\$ per week for each additional Aircraft Type Rating Endorsement</th> </tr> </thead> <tbody> <tr> <td>Full Category B1.1 Licence Holder</td> <td style="text-align: center;">152.98</td> <td style="text-align: center;">38.25</td> </tr> <tr> <td>Full Category B1.2 Licence Holder</td> <td style="text-align: center;">114.74</td> <td style="text-align: center;">38.25</td> </tr> <tr> <td>Full Category B1.3 Licence Holder</td> <td style="text-align: center;">152.98</td> <td style="text-align: center;">38.25</td> </tr> <tr> <td>Full Category B1.4 Licence Holder</td> <td style="text-align: center;">114.74</td> <td style="text-align: center;">38.25</td> </tr> <tr> <td>Full Category B2 Licence Holder</td> <td style="text-align: center;">191.23</td> <td style="text-align: center;">38.25</td> </tr> <tr> <td>Full Category B1/B2 Licence Holder</td> <td style="text-align: center;">229.47</td> <td style="text-align: center;">38.25</td> </tr> </tbody> </table>	Classification	\$ per week for first Aircraft Type Rating Endorsement	\$ per week for each additional Aircraft Type Rating Endorsement	Full Category B1.1 Licence Holder	152.98	38.25	Full Category B1.2 Licence Holder	114.74	38.25	Full Category B1.3 Licence Holder	152.98	38.25	Full Category B1.4 Licence Holder	114.74	38.25	Full Category B2 Licence Holder	191.23	38.25	Full Category B1/B2 Licence Holder	229.47	38.25
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Full Category B1/B2 Licence Holder	229.47	38.25																										
<p>(b) Subject to clause 21.21(c), the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause will not exceed 35% of the standard rate per week.</p> <p>(c) For employees engaged in the classification of Full Category B2</p>	<p>(ii) Subject to clause 19.7(b)(iii), the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause will not exceed \$267.72 per week.</p> <p>(iii) For employees engaged in the classification of Full Category</p>																											

Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause and any allowance payable under clause 21.25(a) will not exceed 35% of the standard rate per week.

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

B2 Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause and any allowance payable under clause 19.7(f)(i) will not exceed **\$267.72** per week.

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

21.22 Transitional category Aircraft Type Rating Endorsement payments

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

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

(c) **Transitional category Aircraft Type Rating Endorsement payments**

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

Classification	\$ per week for first Aircraft Type Rating Endorsement	\$ per week for each additional Aircraft Type Rating Endorsement
Transitional Category B1.1 Licence Holder	114.74	32.51
Transitional Category B1.2 Licence Holder	83.53	32.51
Transitional Category B1.3 Licence Holder	114.74	32.51
Transitional Category B1.4 Licence Holder	83.53	32.51
Transitional Category	162.48	32.51

<p>Transitional Category B2 Licence Holder 21.24 4.25</p> <p>(b) Subject to clause 21.22(c), the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause will not exceed 29.03% of the standard rate per week.</p> <p>(c) For employees engaged in the classification of Transitional Category B2 Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause and any allowance payable under clause 21.25(a) will not exceed 29.03% of the standard rate per week.</p> <p>(d) Where an employee holds, and is required by his or her employer to exercise the privileges and authorities of, more than one licence, the employee will be paid in accordance with the highest classification and allowances applicable to those licences.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">B2 Licence Holder</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 30%;"></td> </tr> </table> <p>(ii) Subject to clause 19.7(c)(iii), the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause will not exceed \$222.05 per week.</p> <p>(iii) For employees engaged in the classification of Transitional Category B2 Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in this subclause and any allowance payable under clause 19.7(f)(i) will not exceed \$222.05 per week.</p> <p>(iv) Where an employee holds, and is required by his or her employer to exercise the privileges and authorities of, more than one licence, the employee will be paid in accordance with the highest classification and allowances applicable to those licences.</p>	B2 Licence Holder			
B2 Licence Holder					
<p>21.23 Non-reduction</p> <p>Where an aircraft ceases to be operated or maintained by an employer, an employee employed in a classification listed in the tables in clause 21.21 or clause 21.22, holding a rating on that aircraft only, will continue to be paid the employee’s base rate of pay and the employee’s type payment. Such base rate and type payment are offset against all future wage increases until overtaken by the rate for an Aircraft Maintenance Engineer with equivalent service.</p>	<p>(d) Non reduction</p> <p>Where an aircraft ceases to be operated or maintained by an employer, an employee employed in a classification listed in the tables in clause 19.7(b) or clause 19.7(c), holding a rating on that aircraft only, will continue to be paid the employee’s base rate of pay and the employee’s type payment. Such base rate and type payment are offset against all future wage increases until overtaken by the rate for an Aircraft Maintenance Engineer with equivalent service.</p>				
<p>21.24 Special appointments – additional payments</p> <p>Additional rates of pay for employees in the maintenance and engineering stream:</p> <p>(a) For each appointment, authority or approval held by an employee and which the employee is required to use, the following additional payments will be made. The additional payments will be paid for all purposes of the award:</p> <p>(i) An employee exercising the privileges of a weight control authority under CAO 100.28—7.17% of the standard rate per</p>	<p>(e) Special appointments—additional payments</p> <p>Additional rates of pay for employees in the maintenance and engineering stream:</p> <p>(i) For each appointment, authority or approval held by an employee and which the employee is required to use, the following additional payments will be paid for all purposes of the award:</p> <ul style="list-style-type: none"> • an employee exercising the privileges of a weight control authority under CAO 100.28—\$54.84 per week; 				

<p>week;</p> <p>(ii) An employee exercising the privileges as an appointment signatory under CAO 104.1.3.2—2.55% of the standard rate per week;</p> <p>(iii) An employee exercising the privileges of a non-destructive testing authorisation under CAO 100.27—1.38% of the standard rate per week for each specified method of testing. The sum of such payments will not exceed 3.46% of the standard rate per week;</p> <p>(iv) An employee exercising the privileges of a welding authority under CAO 100.25—3.46% of the standard rate per week;</p> <p>(v) An employee exercising the privileges of a taxiing approval—1.38% of the standard rate per week; or</p> <p>(vi) An employee in control of an engine overhaul test facility—0.71% of the standard rate per day or part of a day.</p>	<ul style="list-style-type: none"> • an employee exercising the privileges as an appointment signatory under CAO 104.1.3.2—\$19.50 per week; • an employee exercising the privileges of a non-destructive testing authorisation under CAO 100.27—1.38% of the standard rate per week for each specified method of testing. The sum of such payments will not exceed \$26.47 per week; • an employee exercising the privileges of a welding authority under CAO 100.25—\$26.47 per week; • an employee exercising the privileges of a taxiing approval—\$10.56 per week; or • an employee in control of an engine overhaul test facility—\$5.43 per day or part of a day.
<p>21.25 Category A Licence Holder – allowance</p> <p>(a) Subject to clause 21.25(e), an employee who is a Category A Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category A licence, will be paid an additional 7.8% of the standard rate per week which will apply for all purposes of the award.</p> <p>(b) If the employee is required by his or her employer to hold and exercise the privileges of an additional sub-category A Licence endorsement, an additional 6% of the standard rate per week will be paid for the second sub-category endorsement and an additional 5% of the standard rate per week will be paid for the third and subsequent sub-category endorsement. The allowance will be paid for all purposes of the award.</p> <p>(c) If the total of:</p> <ul style="list-style-type: none"> (i) the employee’s base rate of pay; plus (ii) the allowance in clause 21.25(a), 	<p>(f) Category A Licence Holder—allowance</p> <p>(i) Subject to clause 19.7(f)(v), an employee who is a Category A Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category A licence, will be paid an additional \$59.66 per week which will apply for all purposes of the award.</p> <p>(ii) If the employee is required by his or her employer to hold and exercise the privileges of an additional sub-category A Licence endorsement, an additional \$45.89 per week will be paid for the second sub-category endorsement and an additional \$38.25 per week will be paid for the third and subsequent sub-category endorsement. The allowance will be paid for all purposes of the award.</p> <p>(iii) If the total of:</p> <ul style="list-style-type: none"> • the employee’s base rate of pay; plus • the allowance in clause 19.7(f)(i),

<p>is less than 109.2% of the standard rate per week, the employee will be paid an additional amount such that the employee receives a total amount equal to 109.2% of the standard rate per week, inclusive of the allowance in clause 21.25(a). This additional amount will be paid for all purposes of the award.</p> <p>(d) The allowance in clause 21.25(a) is taken into account for the purposes of applying the cap in:</p> <ul style="list-style-type: none"> (i) clause 21.21(b) for employees employed in the classification of Full Category B2 Licence Holder; and (ii) clause 21.22(b) for employees employed in the classification of Transitional B2 Licence Holder. <p>(e) This clause does not apply to employees employed in the following classifications:</p> <ul style="list-style-type: none"> (i) Full Category B1.1, B1.2, B1.3, B1.4 and B1/B2 Licence Holder; and (ii) Transitional Category B1.1, B1.2, B1.3, B1.4 Licence Holder. 	<p>is less than \$835.27 per week, the employee will be paid an additional amount such that the employee receives a total amount equal to \$835.27 per week, inclusive of the allowance in clause 19.7(f)(i). This additional amount will be paid for all purposes of the award.</p> <p>(iv) The allowance in clause 19.7(f)(i) is taken into account for the purposes of applying the cap in:</p> <ul style="list-style-type: none"> • clause 19.7(b)(ii) for employees employed in the classification of Full Category B2 Licence Holder; and • clause 19.7(c)(ii) for employees employed in the classification of Transitional B2 Licence Holder. <p>(v) This clause does not apply to employees employed in the following classifications:</p> <ul style="list-style-type: none"> • Full Category B1.1, B1.2, B1.3, B1.4 and B1/B2 Licence Holder; and • Transitional Category B1.1, B1.2, B1.3, B1.4 Licence Holder.
<p>21.26 Category C Licence Holder – allowance</p> <p>(a) An employee who is a Category C Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category C licence, will be paid an additional 5.34% of the standard rate per week which will apply for all purposes of the award.</p> <p>(b) If the employee’s base rate of pay (excluding the allowance in clause 21.26(a)) is less than 116.99% of the standard rate per week, the employee will be paid an additional amount such that the employee’s base rate of pay is equal to 116.99% of the standard rate per week. This additional amount will apply for all purposes of the award.</p>	<p>(g) Category C Licence Holder—allowance</p> <p>(i) An employee who is a Category C Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category C licence, will be paid an additional \$40.85 per week which will apply for all purposes of the award.</p> <p>(ii) If the employee’s base rate of pay (excluding the allowance in clause 19.7(g)(i)) is less than \$894.86 per week, the employee will be paid an additional amount such that the employee’s base rate of pay is equal to \$894.86 per week. This additional amount will apply for all purposes of the award.</p>
<p>21.27 Maintenance and engineering stream—leading hand allowance</p> <p>An employee appointed by the employer as a leading hand will be paid an</p>	<p>(h) Maintenance and engineering stream—leading hand allowance</p> <p>An employee appointed by the employer as a leading hand will be</p>

<p>additional 5.34% of the standard rate per week for all purposes of the award.</p>	<p>paid an additional \$40.85 per week for all purposes of the award.</p>																								
<p>21.28 Adjustment of expense related allowances</p> <p>(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="271 619 1032 1233"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Board and lodging allowance</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> <tr> <td>Private motor vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Uniform and protective clothing allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Board and lodging allowance	Domestic holiday travel and accommodation sub-group	Private motor vehicle allowance	Private motoring sub-group	Uniform and protective clothing allowance	Clothing and footwear group	Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	Meal allowance	Take away and fast foods sub-group	<p>C.2.1 Adjustment of expense related allowances</p> <p>(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="1301 592 2123 1134"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Board and lodging allowance</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> <tr> <td>Private motor vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Uniform and protective clothing allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Board and lodging allowance	Domestic holiday travel and accommodation sub-group	Private motor vehicle allowance	Private motoring sub-group	Uniform and protective clothing allowance	Clothing and footwear group	Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	Meal allowance	Take away and fast foods sub-group
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<p>22. District allowances</p>	<p><i>Clause removed - obsolete</i></p>																								
<p>23. Accident pay An employee classified under the Maintenance and engineering stream and the Clerical, administration and support stream, in receipt of weekly payments under</p>	<p>20. Accident pay 20.1 An employee classified under the Maintenance and engineering stream and the Clerical, administration and support stream, in receipt of weekly</p>																								

the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from the employer subject to the following conditions and limitations:

23.1 Payment to be made during incapacity

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

- (a) until such incapacity ceases; or
 - (b) until the expiration of a period of 26 weeks from the date of injury;
- whichever event will first occur.

23.2 Definitions

(a) Meaning of accident pay

Accident pay means payment made to an employee by the employer, that is the difference between the weekly amount of compensation paid to an employee under the applicable workers' compensation legislation and the weekly amount that would have been received by virtue of this award had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.

(b) Meaning of injury

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

(c) Entitlement

- (i) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 26 weeks.
- (ii) The entitlement to accident pay ceases on termination of the employee's employment, except where such termination:

payments under the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from the employer subject to the conditions and limitations specified in clause 20.

20.2 Payment to be made during incapacity

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

- (a) until such incapacity ceases; or
 - (b) until the expiration of a period of 26 weeks from the date of injury;
- whichever event will first occur.

20.3 Definitions

(a) Meaning of accident pay

Accident pay means payment made to an employee by the employer, that is the difference between the weekly amount of compensation paid to an employee under the applicable workers' compensation legislation and the weekly amount that would have been received by virtue of this award had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.

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

<p>(A) is by the employer other than for reason of the employee’s serious and/or wilful misconduct; or</p> <p>(B) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee’s entitlement will be referred to the Fair Work Commission to determine.</p>	<ul style="list-style-type: none"> • is by the employer other than for reason of the employee’s serious and/or wilful misconduct; or • arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee’s entitlement will be referred to the Fair Work Commission to determine.
<p>23.3 Pro rata payments</p> <p>For a period of less than one week, accident pay will be calculated on a pro rata basis.</p> <p>23.4 When not entitled to payment</p> <p>An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.</p> <p>23.5 Redemptions</p> <p>In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers’ compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.</p> <p>23.6 Damages independent of the Acts</p> <p>Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers’ compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.</p> <p>23.7 Calculation of the period</p> <p>The 26 week period commences from the date of injury. In the event of more than one absence from one injury, such absences are to be cumulative in the assessment of the 26 week period.</p> <p>23.8 Return to work</p> <p>If an employee entitled to accident pay under this clause returns to work</p>	<p>20.4 Pro rata payments</p> <p>For a period of less than one week, accident pay will be calculated on a pro rata basis.</p> <p>20.5 When not entitled to payment</p> <p>An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.</p> <p>20.6 Redemptions</p> <p>In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers’ compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.</p> <p>20.7 Damages independent of the Acts</p> <p>Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers’ compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.</p> <p>20.8 Calculation of the period</p> <p>The 26 week period commences from the date of injury. In the event of more than one absence from one injury, such absences are to be cumulative in the assessment of the 26 week period.</p> <p>20.9 Return to work</p>

<p>on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p> <p>23.9 Casual employees</p> <p>For a casual employee the weekly payment referred to in clause 23.2(a) will be calculated using the employee’s average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee’s average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.</p>	<p>If an employee entitled to accident pay under this clause returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p> <p>20.10 Casual employees</p> <p>For a casual employee the weekly payment referred to in clause 20.3(a) will be calculated using the employee’s average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee’s average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include overaward payments.</p>
<p>24. Indemnity/insurance</p> <p>24.1 Clause 24 applies only to employees in the maintenance and engineering stream.</p> <p>24.2 An employer who requires an employee to fly in any aircraft will indemnify/insure the employee against death or totally incapacitating injury which may arise from the use of that aircraft for not less than \$45,000.</p> <p>24.3 Such indemnity/insurance need not be provided by the employer where the employees will receive a benefit of not less than \$45,000 in the event of death or totally incapacitating injury by way of insurance taken out by the aircraft or charter operators or by way of an employer-sponsored superannuation scheme.</p> <p>24.4 No employee will be compelled to work on an aircraft during a bomb scare or hijack incident; provided however, an employee who volunteers to work during a bomb scare or hijack incident will be indemnified/insured by the employer to cover injury, disablement or death to a minimum of \$172,856.</p> <p>24.5 The amount payable under this clause will be additional to any amount an employee or the employee’s next of kin may be entitled to receive under any workers compensation legislation or similar provisions.</p>	<p>21. Indemnity/insurance</p> <p>21.1 Clause 21 applies only to employees in the maintenance and engineering stream.</p> <p>21.2 An employer who requires an employee to fly in any aircraft will indemnify/insure the employee against death or totally incapacitating injury which may arise from the use of that aircraft for not less than \$45,000.</p> <p>21.3 Such indemnity/insurance need not be provided by the employer where the employees will receive a benefit of not less than \$45,000 in the event of death or totally incapacitating injury by way of insurance taken out by the aircraft or charter operators or by way of an employer-sponsored superannuation scheme.</p> <p>21.4 No employee will be compelled to work on an aircraft during a bomb scare or hijack incident; provided however, an employee who volunteers to work during a bomb scare or hijack incident will be indemnified/insured by the employer to cover injury, disablement or death to a minimum of \$172,856.</p> <p>21.5 The amount payable under this clause will be additional to any amount an employee or the employee’s next of kin may be entitled to receive under any workers compensation legislation or similar provisions.</p>

<p>25. Higher duties</p> <p>25.1 If an employee is required to perform a higher class of work in any day or shift the employee must be paid for the whole day or shift at the higher rate of pay.</p> <p>25.2 If an employee is required to perform a lower class of work for ordinary hours in any day or shift, the employee must be paid for the whole day or shift at the employee's normal rate of pay.</p>	<p>18.8 Higher duties</p> <p>(a) If an employee is required to perform a higher class of work in any day or shift the employee must be paid for the whole day or shift at the higher rate of pay.</p> <p>(b) If an employee is required to perform a lower class of work for ordinary hours in any day or shift, the employee must be paid for the whole day or shift at the employee's normal rate of pay.</p>
<p>26. Payment of wages</p> <p>26.1 Wages must be paid weekly or fortnightly in arrears.</p> <p>26.2 Wages may be paid other than by week or fortnight by agreement between the employer and the majority of employees affected.</p>	<p>18.7 Payment of wages</p> <p>(a) Wages must be paid weekly or fortnightly in arrears.</p> <p>(b) Wages may be paid other than by week or fortnight by agreement between the employer and the majority of employees affected.</p> <p>(c) Casual employees must be paid weekly or fortnightly in accordance with usual payment methods for full-time employees, or at the termination of each engagement.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p>27. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>22. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>Part 5—Hours of Work and Related Matters</p> <p>28. Ordinary hours of work</p> <p>28.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.</p> <p>28.2 Ordinary hours of work—day work</p> <p>(a) The ordinary hours of work are 38 per week but not exceeding 152 hours in 28 days.</p> <p>(b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.</p>	<p>14. Ordinary hours of work</p> <p>14.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.</p> <p>14.2 Ordinary hours of work—day work</p> <p>(a) The ordinary hours of work for a day worker are 38 per week and must not exceed 152 hours in 28 days.</p> <p>(b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.</p> <p>(c) The ordinary hours of work are to be worked continuously, except</p>

<p>(c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 am and 6.00 pm. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.</p> <p>(d) The employer and a majority of affected employees may agree to work additional ordinary hours up to a total of 40 average hours per week Monday to Friday with one regular rostered day off in each four week cycle.</p> <p>(e) Any work performed outside the agreed spread of hours must be paid for at overtime rates.</p> <p>(f) Notwithstanding the terms of clause 28.2(b) above, the days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.</p> <p>(g) Where ordinary hours are worked on Saturdays and Sundays in accordance with clause 28.2(f) above, employees will receive the following loadings for all ordinary hours worked:</p> <table border="1" data-bbox="271 895 806 1066"> <thead> <tr> <th>Shift type</th> <th>Penalty rate</th> </tr> </thead> <tbody> <tr> <td>Saturday</td> <td>Time and a half</td> </tr> <tr> <td>Sunday</td> <td>Double time</td> </tr> </tbody> </table>	Shift type	Penalty rate	Saturday	Time and a half	Sunday	Double time	<p>for meal breaks, at the discretion of the employer between 7.00 am and 6.00 pm. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.</p> <p>(d) The employer and a majority of affected employees may agree to work additional ordinary hours up to a total of 40 average hours per week Monday to Friday with one regular rostered day off in each four week cycle.</p> <p>(e) Any work performed outside the agreed spread of hours must be paid for at overtime rates.</p> <p>(f) Notwithstanding the terms of clause 14.2(b) above, the days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.</p> <p>(g) Employees will be paid at the following rates for all ordinary hours worked on Saturdays and Sundays in accordance with clause 14.2(f):</p> <table border="1" data-bbox="1294 778 1946 1023"> <thead> <tr> <th>Shift type</th> <th>% of employee's ordinary hourly rate</th> </tr> </thead> <tbody> <tr> <td>Saturday</td> <td>150%</td> </tr> <tr> <td>Sunday</td> <td>200%</td> </tr> </tbody> </table>	Shift type	% of employee's ordinary hourly rate	Saturday	150%	Sunday	200%
Shift type	Penalty rate												
Saturday	Time and a half												
Sunday	Double time												
Shift type	% of employee's ordinary hourly rate												
Saturday	150%												
Sunday	200%												
<p>28.3 Ordinary hours of work—shiftwork</p> <p>(a) Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.</p> <p>(b) Subject to clause 28.3(c) the ordinary hours of shiftworkers are an average of 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.</p>	<p>14.3 Ordinary hours of work—shiftwork</p> <p>(a) Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except:</p> <ul style="list-style-type: none"> (i) for breakdowns; (ii) for meal breaks; or (iii) because of unavoidable causes beyond the control of the employer. 												

<p>(c) By agreement between the employer and the majority of the employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.</p> <p>(d) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.</p> <p>(e) The employer and a majority of affected employees may agree to arrange shifts which require up to an average of 40 hours per week with one regular rostered day off in each four week cycle.</p>	<p>(b) Subject to clause 14.3(c) the ordinary hours of shiftworkers are an average of 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.</p> <p>(c) By agreement between the employer and the majority of the employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.</p> <p>(d) An employee must not be required to work more than one shift in each 24 hours, except at the regular change-over of shifts.</p> <p>(e) The employer and a majority of affected employees may agree to arrange shifts which require up to an average of 40 hours per week with one regular rostered day off in each four week cycle.</p>
<p>28.4 Method of arranging ordinary hours</p> <p>(a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 28.2(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.</p> <p>(b) The matters on which agreement may be reached include:</p> <p>(i) how the hours are to be averaged within a work cycle established in accordance with clauses 28.2 and 28.3;</p> <p>(ii) the duration of the work cycle for day workers provided that such duration does not exceed three months;</p> <p>(iii) rosters which specify the starting and finishing times of working hours;</p> <p>(iv) a period of notice of a rostered day off which is less than four weeks;</p> <p>(v) substitution of rostered days off;</p>	<p>15. Rostering arrangements</p> <p>15.1 Method of arranging ordinary hours</p> <p>(a) The arrangement of ordinary working hours must be by agreement between the employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned, subject to the employer's right to fix the:</p> <p>(i) daily hours of work for day workers within the spread of hours referred to in clause 14.2(c); and</p> <p>(ii) starting and finishing time of shifts.</p> <p>(b) The matters on which agreement under clause 15.1(a) may be reached include:</p> <p>(i) how the hours are to be averaged within a work cycle established in accordance with clauses 14.2 and 14.3;</p> <p>(ii) the duration of the work cycle for day workers provided that such duration does not exceed three months;</p> <p>(iii) rosters which specify the starting and finishing times of working hours;</p> <p>(iv) a period of notice of a rostered day off which is less than four</p>

<ul style="list-style-type: none"> (vi) accumulation of rostered days off; and (vii) arrangements which allow for flexibility in relation to the taking of rostered days off. 	<p>weeks;</p> <ul style="list-style-type: none"> (v) substitution of rostered days off; (vi) accumulation of rostered days off; and (vii) arrangements which allow for flexibility in relation to the taking of rostered days off.
<ul style="list-style-type: none"> (c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to: <ul style="list-style-type: none"> (i) proper health monitoring procedures being introduced; (ii) suitable roster arrangements being made; (iii) proper supervision being provided; (iv) adequate breaks being provided; and (v) a trial or review process being jointly implemented by the employer and the employees or their representatives. 	<ul style="list-style-type: none"> (c) Introduction of 12 hour shifts By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to: <ul style="list-style-type: none"> (i) proper health monitoring procedures being introduced; (ii) suitable roster arrangements being made; (iii) proper supervision being provided; (iv) adequate breaks being provided; and (v) a trial or review process being jointly implemented by the employer and the employees or their representatives.
<p>28.5 Make-up time</p> <ul style="list-style-type: none"> (a) An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award. (b) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off. 	<p>15.2 Make-up time</p> <ul style="list-style-type: none"> (a) An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award. (b) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

<p>29. Breaks</p> <p>29.1 Meal break—day work</p> <p>(a) Employees on day work must receive an unpaid meal break of between 30 minutes and one hour.</p> <p>(b) An employee must not be required to work for more than five hours (or, by agreement, six hours) without a meal break. If a meal break is not so allowed, all time worked after the commencement time of the regular meal break until the meal break is allowed must be paid for at overtime rates. An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.</p> <p>29.2 Meal break—shiftwork</p> <p>(a) Continuous shiftworkers must be allowed a meal break of at least 20 minutes per shift to be counted as time worked.</p> <p>(b) Non-continuous shiftworkers must be allowed an unpaid meal break of between 30 minutes and one hour.</p> <p>(c) The meal break must be allowed no later than five hours (or, by agreement, six hours) after commencing an ordinary shift. If a meal break is not so allowed, all time worked after the commencement time of the regular meal break until the meal break is allowed must be paid for at overtime rates. An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.</p>	<p>16. Breaks</p> <p>16.1 Meal break—day work</p> <p>(a) Employees on day work must receive an unpaid meal break of between 30 minutes and one hour.</p> <p>(b) An employee must not be required to work for more than five hours (or, by agreement, six hours) without a meal break.</p> <p>(c) If an employee works more than five hours without a meal break, all time worked after the start time of the regular meal break until the meal break is allowed must be paid for at overtime rates.</p> <p>(d) An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.</p> <p>16.2 Meal break—shiftwork</p> <p>(a) Continuous shiftworkers must be allowed a meal break of at least 20 minutes per shift to be counted as time worked.</p> <p>(b) Non-continuous shiftworkers must be allowed an unpaid meal break of between 30 minutes and one hour.</p> <p>(c) The meal break must be allowed no later than five hours (or, by agreement, six hours) after commencing an ordinary shift.</p> <p>(d) If an employee works more than five hours without a meal break, all time worked after the starting time of the regular meal break until the meal break is allowed must be paid for at overtime rates.</p> <p>(e) An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.</p>
<p>29.3 Crib breaks</p> <p>A continuous shiftworker must be given a rest break of not more than 10 minutes each shift counted as time worked. This clause does not apply to a part-time shiftworker who works less than full-time hours on a shift.</p> <p>29.4 Meal breaks—overtime</p>	<p>16.3 Crib breaks</p> <p>A continuous shiftworker must be given a rest break of not more than 10 minutes each shift counted as time worked. This clause does not apply to a part-time shiftworker who works less than full-time hours on a shift.</p> <p>16.4 Meal breaks—overtime</p>

<ul style="list-style-type: none"> (a) If an employee is required for overtime duty in excess of one hour before the normal starting time or in excess of one hour after the usual finishing time the employee must be given a meal break of 20 minutes paid at the appropriate overtime rate of pay (b) Where an employee is required to work a further four hours overtime or subsequent four-hour periods, the employee will be granted a further meal break of 30 minutes at the completion of each such four hours of overtime worked, to be paid at the appropriate overtime rate of pay. (c) The employee must be paid a meal allowance of \$13.51 or provided with a suitable meal for each rest break to which they are entitled under clauses 29.4(a) and (b). (d) These meal breaks must not to be used in the calculation of overtime hours. (e) If an employee who is working on a recall or on a rostered day off performs four or more hours of actual work, the employee must be provided with a suitable meal by the employer or paid a meal allowance of \$13.51 and granted a meal break of 20 minutes paid at the appropriate overtime rate of pay. This applies for each four hour period worked. 	<ul style="list-style-type: none"> (a) If an employee is required for overtime duty of more than one hour before the normal starting time or for more than one hour after the usual finishing time the employee must be given a meal break of 20 minutes paid at the appropriate overtime rate of pay. (b) Where an employee is required to work a further four hours overtime or subsequent four-hour periods, the employee will be granted a further meal break of 30 minutes at the completion of each such four hours of overtime worked, to be paid at the appropriate overtime rate of pay. (c) The employee must be paid a meal allowance of \$13.51 or provided with a suitable meal for each rest break to which they are entitled under clauses 16.4(a) and (b). (d) These meal breaks must not to be used in the calculation of overtime hours. (e) If an employee who is working on recall or on a rostered day off performs four or more hours of actual work, the employee must, for each four hour period worked, be: <ul style="list-style-type: none"> (i) provided with a suitable meal by the employer or paid a meal allowance of \$13.51; and (ii) granted a meal break of 20 minutes paid at the appropriate overtime rate.
<p>30. Special provisions for shiftworkers</p> <p>30.1 For the purposes of this award:</p> <ul style="list-style-type: none"> (a) rostered shift means any shift of which the employee concerned has had at least 48 hours' notice; (b) change of roster means a change from one roster pattern which prescribes the total number of shifts worked over the complete cycle of the roster to another roster pattern; and (c) change of shift means the transfer of an employee from a shift in the roster pattern to another shift in the same roster pattern. <p>30.2 Shiftwork rosters</p>	<p>17. Special provisions for shiftworkers</p> <p>17.1 For the purposes of this award:</p> <ul style="list-style-type: none"> (a) rostered shift means any shift of which the employee concerned has had at least 48 hours' notice; (b) change of roster means a change from one roster pattern which prescribes the total number of shifts worked over the complete cycle of the roster to another roster pattern; (c) change of shift means the transfer of an employee from a shift in the roster pattern to another shift in the same roster pattern; and <p>17.2 Shiftwork rosters</p>

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

- (a) Shiftwork rosters must specify the starting and finishing times of ordinary working hours of the respective shifts.
- (b) Subject to clause 31, employees must be given at least seven days’ notice of any change to their shiftwork rosters unless the roster is varied by agreement between the employer and the majority of employees in the area concerned or between an employer and an individual employee concerned.
- (c) Where an employee is required to change their shift, the employee must be given at least two days’ notice of the change. If this notice is not given, the shiftworker must be paid for the shifts worked during the two day period at **200%** of the ordinary hourly rate.

30.3 Shift loadings

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

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

30.4 Night shifts

If, during a period of engagement, a shiftworker:

- (a) works night shift only; or
- (b) remains on night shift for more than four consecutive weeks; or

17.3 Shift rates

The following rates must be paid for all shifts worked from Monday to Friday:

Shift type		% of employee’s ordinary hourly rate
Early morning shift	Commencing no earlier than 4.00 am but before 7.00 am	115%
Afternoon shift	Finishing after 6.00 pm and at or before midnight	115%
Night shift	Finishing after midnight and at or before 8.00 am	122.5%
Night shift	Commencing after midnight and before 4.00 am	122.5%

17.4 An employee on permanent night shift must be paid at **130%** of the ordinary hourly rate for all time worked during ordinary working hours on night shifts, Monday to Friday.

17.1 ...

- (d) **permanent night shift** means a period of engagement where a shiftworker:

<p>(c) works on a night shift which does not rotate with another shift or with day work so that the shiftworker does not have at least one third of their working time off night shift in each roster cycle,</p> <p>the shiftworker must be paid at the rate of single time plus 30% for all time worked during ordinary working hours on night shifts worked Monday to Friday.</p>	<p>(i) works night shift only; or</p> <p>(ii) remains on night shift for more than four consecutive weeks; or</p> <p>(iii) works on a night shift which does not rotate with another shift or with day work so that the shiftworker does not have at least one third of their working time off night shift in each roster cycle.</p>
<p>30.5 Continuous afternoon and night shifts</p> <p>Shiftworkers who work on any afternoon shift or night shift which does not continue for at least five consecutive afternoons or nights (including Saturdays and Sundays), must be paid at the rate of time and a half for all such shifts worked.</p> <p>30.6 Multiple shift allowance</p> <p>(a) If a shiftworker in any roster week is required to work three shifts that commence at times that are greater than 30 minutes apart they must be paid an allowance of 0.52% of the standard rate.</p> <p>(b) If a shiftworker in any rostered week is required to work three or more shifts, and there are greater than three rostered starting times with a difference in excess of 30 minutes, they must be paid a further allowance of 0.55% of the standard rate for each such starting time in excess of three.</p> <p>(c) Whereas clause 30.6(b) was varied on 15 July 2011 but with effect from 1 January 2010, clause 30.6(b) does not take effect so as to require any employee who was paid a multiple shift allowance of more than 0.55% of the standard rate to repay any multiple shift allowance paid in respect of the period 1 January 2010 to 15 July 2011 because the amount of the employee’s legal entitlement to the allowance in that period was greater than the employee’s entitlement to an allowance of 0.55% of the standard rate.</p>	<p>17.5 Continuous afternoon and night shifts</p> <p>Shiftworkers who work on any afternoon shift or night shift which does not continue for at least five consecutive afternoons or nights (including Saturdays and Sundays), must be paid at 150% of the ordinary hourly rate for all such shifts worked.</p> <p>17.6 Multiple shift allowance</p> <p>If a shiftworker, in any roster week, is required to work three or more shifts that commence at times that are more than 30 minutes apart, the employee must be paid:</p> <p>(a) if there are three shifts—\$3.98 per roster week; and</p> <p>(b) for the fourth and subsequent shifts—\$4.61 per starting time.</p>
<p>30.7 Shift penalty rates—weekends and public holidays</p> <p>(a) Shiftworkers must be paid the following penalty rates for work on weekends and public holidays:</p>	<p>17.7 Shift penalty rates—weekends and public holidays</p> <p>(a) Shiftworkers must be paid the following penalty rates for work on weekends and public holidays:</p>

<table border="1"> <thead> <tr> <th>Shift type</th> <th>Penalty rate</th> </tr> </thead> <tbody> <tr> <td>Saturday</td> <td>Time and a half</td> </tr> <tr> <td>Sunday</td> <td>Double time</td> </tr> <tr> <td>Public holidays (except Christmas Day and Good Friday)</td> <td>Double time</td> </tr> <tr> <td>Christmas Day and Good Friday</td> <td>Double time and a half</td> </tr> </tbody> </table> <p>(b) The rates in this clause are in substitution for and not cumulative upon the shift premiums prescribed in clauses 30.3, 30.4, 30.5 and 30.6.</p>	Shift type	Penalty rate	Saturday	Time and a half	Sunday	Double time	Public holidays (except Christmas Day and Good Friday)	Double time	Christmas Day and Good Friday	Double time and a half	<table border="1"> <thead> <tr> <th>Shift type</th> <th>% of employee's ordinary hourly rate</th> </tr> </thead> <tbody> <tr> <td>Saturday</td> <td>150%</td> </tr> <tr> <td>Sunday</td> <td>200%</td> </tr> <tr> <td>Public holidays (except Christmas Day and Good Friday)</td> <td>200%</td> </tr> <tr> <td>Christmas Day and Good Friday</td> <td>250%</td> </tr> </tbody> </table> <p>(b) The rates in this clause are in substitution for and not cumulative upon the shift premiums prescribed in clauses 17.3, 17.4, 17.5 and 17.6.</p>	Shift type	% of employee's ordinary hourly rate	Saturday	150%	Sunday	200%	Public holidays (except Christmas Day and Good Friday)	200%	Christmas Day and Good Friday	250%
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<p>31. Daylight saving</p> <p>Where by reason of State or Territory legislation there is a movement in time for reason of daylight saving having commenced, or concluded, an employee is to be paid for the number of hours that they have actually worked, by reference to the ordinary measurement of hours and minutes and not by reference to any clock that has changed during the duration of the employee's shift by reason of State or Territory legislation.</p>	<p>17.8 Daylight saving</p> <p>Where by reason of State or Territory legislation there is a movement in time for reason of daylight saving having commenced, or concluded, an employee is to be paid for the number of hours that they have actually worked, by reference to the ordinary measurement of hours and minutes and not by reference to any clock that has changed during the duration of the employee's shift by reason of State or Territory legislation.</p>																				
<p>32. Overtime</p> <p>32.1 Payment for working overtime</p> <p>(a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at time and a half for the first two hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.</p> <p>(b) For the purposes of this clause, ordinary hours means the hours worked in an enterprise, fixed in accordance with clause 28.2(c).</p> <p>(c) The hourly rate, when computing overtime, is determined by</p>	<p>Part 5—Overtime and Penalty rates</p> <p>23. Overtime</p> <p>23.1 Payment for working overtime</p> <p>(a) All work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at 150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is 200% of the ordinary hourly rate.</p> <p>(b) For the purposes of this clause, ordinary hours means the hours worked in an enterprise, fixed in accordance with clause 14.2(c).</p>																				

<p>dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.</p> <p>(d) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer, provided that:</p> <p>(i) overtime taken as time off during ordinary hours must be taken at the ordinary time rate, that is an hour for each hour worked; and</p> <p>(ii) an employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this award, for any overtime worked which has not been taken as time off instead of payment for overtime within four weeks of accrual.</p> <p>(e) In computing overtime each day's work stands alone.</p>	<p>(c) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer, provided that:</p> <p>(i) overtime taken as time off during ordinary hours must be taken at the ordinary time rate, that is an hour for each hour worked; and</p> <p>(ii) an employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this award, for any overtime worked which has not been taken as time off instead of payment for overtime within four weeks of accrual.</p> <p>(d) In computing overtime each day's work stands alone.</p>
<p>32.2 Rest period after overtime</p> <p>(a) An employee who has worked overtime must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences ordinary work. An employer and an individual employee may agree to reduce this break to eight hours. An employee must not lose ordinary pay for any time lost by reason of this break.</p> <p>(b) If an employee is required by the employer to resume or continue work without having a break of 10 consecutive hours, the employee must be paid at double time until the employee is released from duty. The employee is then entitled to a break of 10 consecutive hours and must not lose pay for ordinary working time occurring during such absence.</p> <p>(c) For the purposes of this clause, overtime does not include overtime worked when an employee is recalled to work in accordance with clause 32.3 and the actual time worked on the recall is less than three hours.</p>	<p>23.2 Rest period after overtime</p> <p>(a) An employee who has worked overtime must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences ordinary work. An employer and an individual employee may agree to reduce this break to eight hours. An employee must not lose ordinary pay for any time lost by reason of this break.</p> <p>(b) If an employee is required by the employer to resume or continue work without having a break of 10 consecutive hours, the employee must be paid at 200% of the ordinary hourly rate until the employee is released from duty. The employee is then entitled to a break of 10 consecutive hours and must not lose pay for ordinary working time occurring during such absence.</p> <p>(c) For the purposes of this clause, overtime does not include overtime worked when an employee is recalled to work in accordance with clause 23.3 and the actual time worked on the recall is less than three hours.</p>
<p>32.3 Recall</p>	<p>23.3 Recall</p>

<p>(a) If an employee is recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) the employee must be paid for a minimum of four hours. This subclause does not apply if:</p> <p>(i) it is customary for employees to return to their employer’s premises to perform a specific job outside their ordinary hours; or</p> <p>(ii) the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary time.</p> <p>(b) In the event of cancellation or postponement of such recall when employees report to their place of duty they will be paid for four hours for each such time they are recalled even if they are not required to work.</p> <p>32.4 Standing by</p> <p>(a) Clause 32.4 applies only to employees in one of the classifications in clause 15.3—Maintenance and engineering stream.</p> <p>(b) Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must be paid standing by time at the employee’s ordinary time rate for the time they are standing by.</p>	<p>(a) If an employee is recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) the employee must be paid for a minimum of four hours.</p> <p>(b) Clause 23.3 does not apply if:</p> <p>(i) it is customary for employees to return to their employer’s premises to perform a specific job outside their ordinary hours; or</p> <p>(ii) the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary time.</p> <p>(c) In the event of cancellation or postponement of such recall when employees report to their place of duty they will be paid for four hours for each such time they are recalled even if they are not required to work.</p> <p>23.4 Standing by</p> <p>(a) Clause 23.4 applies only to employees in one of the classifications in clause 18.3—Maintenance and engineering stream.</p> <p>(b) Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must be paid standing by time at the employee’s ordinary hourly rate for the time they are standing by.</p>
<p>32.5 Transport of employees after overtime</p> <p>When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.</p>	<p>23.5 Transport of employees after overtime</p> <p>When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must:</p> <p>(a) provide the employee with a conveyance home; or</p> <p>(b) pay the employee at the overtime rate for the time reasonably occupied in reaching home.</p>

<p>33. Sunday work</p> <p>33.1 An employee who is required to work on a Sunday must be paid for a minimum of four hours.</p> <p>33.2 For day workers, all time worked on a Sunday will be paid at double time.</p>	<p>24. Sunday work</p> <p>24.1 An employee who is required to work on a Sunday must be paid for a minimum of four hours.</p> <p>24.2 For day workers, all time worked on a Sunday will be paid at 200% of the ordinary hourly rate.</p>
<p>Part 6—Leave and Public Holidays</p> <p>34. Annual leave</p> <p>34.1 Annual leave is provided for in the NES.</p> <p>34.2 The employer may allow annual leave to an employee before the right thereto has fully accrued.</p> <p>34.3 Where annual leave has been granted to an employee pursuant to clause 34.2 before the right thereto has accrued, and the employee subsequently leaves or is discharged from the service of the employer before completing the service in respect of which leave was granted, the employer may deduct the cash equivalent of the unearned leave which amount will not include any sums paid for any of the holidays prescribed by clause 37—Public holidays.</p> <p>34.4 Definition of shiftworker</p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p>	<p>Part 6—Leave and Public Holidays</p> <p>25. Annual leave</p> <p>25.1 Annual leave is provided for in the NES.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p> <p>25.3 Annual leave in advance</p> <p>(a) The employer may allow annual leave to an employee before the right to annual leave has fully accrued.</p> <p>(b) Where annual leave has been granted to an employee pursuant to clause 25.2 before the right to annual leave has accrued, and the employee subsequently leaves or is discharged from the service of the employer before completing the service in respect of which leave was granted, the employer may deduct the cash equivalent of the unearned leave which amount will not include any sums paid for any of the holidays prescribed by clause 28—Public holidays.</p> <p>25.4 Definition of shiftworker</p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p>
<p>34.5 Annual leave loading</p> <p>(a) Each employee before going on leave must be paid:</p>	<p>25.5 Annual leave loading</p> <p>(a) Each employee before going on leave must be paid:</p>

<p>(i) in the case of day workers, the employee's ordinary rate of pay for the period of annual leave plus a holiday loading of 17.5%.</p> <p>(ii) in the case of shiftworkers:</p> <ul style="list-style-type: none"> • the amount which the employee would have received had the employee worked their actual roster during the period of leave, excluding overtime and public holiday penalty payments; or • the employee's ordinary time rate of pay for the ordinary hours the employee would have worked on the roster plus a loading of 17.5%, whichever is the greater. <p>(b) Annual leave loading will not be paid on termination.</p>	<p>(i) in the case of day workers—the employee's ordinary rate of pay for the period of annual leave plus a holiday loading of 17.5%.</p> <p>(ii) in the case of shiftworkers—the greater of:</p> <ul style="list-style-type: none"> • the amount which the employee would have received had the employee worked their actual roster during the period of leave, excluding overtime and public holiday penalty payments; or • the employee's ordinary time rate of pay for the ordinary hours the employee would have worked on the roster plus a loading of 17.5%. <p>(b) Annual leave loading will not be paid on termination.</p>
<p>34.6 Requirement to take leave notwithstanding terms of the NES</p> <p>An employer may require an employee to take annual leave by giving at least four weeks notice where more than eight weeks leave is accrued.</p> <p>34.7 An employer may apply a system of annual close-down with respect to all or the bulk of employees in a plant or section thereof in which case at least three months' notice will be given.</p>	<p>25.2 Requirement to take leave notwithstanding terms of the NES</p> <p>An employer may require an employee to take annual leave by giving at least four weeks' notice where more than eight weeks leave is accrued.</p> <p>25.6 An employer may apply a system of annual close-down with respect to all or the bulk of employees in a plant or section thereof in which case at least three months' notice will be given.</p>
<p>35. Personal/carer's leave and compassionate leave</p> <p>35.1 Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p>35.2 Evidence supporting claim</p> <p>(a) When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.</p> <p>(b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person</p>	<p>26. Personal/carer's leave and compassionate leave</p> <p>26.1 Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p>26.2 Evidence supporting claim</p> <p>(a) When taking leave for personal illness or injury, the employee must, if required by the employer, provide a medical certificate or statutory declaration, to establish that the employee was unable to work because of injury or personal illness.</p> <p>(b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, provide a medical certificate or statutory declaration, to establish the illness of the person concerned</p>

concerned and that such illness requires care by the employee.	and that such illness requires care by the employee.
<i>Clause inserted – proposed new provision</i>	<p>27. Parental leave and related entitlements Parental leave and related entitlements are provided for in the NES.</p>
<p>36. Community service leave Community service leave is provided for in the NES.</p>	<p>29. Community service leave Community service leave is provided for in the NES.</p>
<p>37. Public holidays</p> <p>37.1 Public holidays are provided for in the NES.</p> <p>37.2 Payment for working on a public holiday</p> <p>(a) Day workers working on a public holiday or a substituted day must be paid at the rate of:</p> <p>(i) double time except Christmas Day and Good Friday; or</p> <p>(ii) double time and a half on Christmas Day and Good Friday.</p> <p>(b) An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.</p> <p>(c) A shiftworker who works on a public holiday is entitled to penalty rates in accordance with clause 30.7.</p> <p>37.3 Public holidays which fall on a weekend</p> <p>(a) Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.</p> <p>(b) Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.</p> <p>(c) Where New Year’s Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.</p>	<p>28. Public holidays</p> <p>28.1 Public holidays are provided for in the NES.</p> <p>28.2 Payment for working on a public holiday</p> <p>(a) Day workers working on a public holiday or a substituted day must be paid at the rate of:</p> <p>(i) on public holidays other than Christmas Day and Good Friday—200% of the ordinary hourly rate; or</p> <p>(ii) on Christmas Day and Good Friday—250% of the ordinary hourly rate.</p> <p>(b) An employee required to work on a public holiday is entitled to at least four hours pay at penalty rates provided the employee is available to work for four hours.</p> <p>(c) A shiftworker who works on a public holiday is entitled to penalty rates in accordance with clause 17.7.</p> <p>28.3 Public holidays which fall on a weekend</p> <p>(a) Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.</p> <p>(b) Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.</p> <p>(c) Where New Year’s Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.</p>

37.4 Substitution of certain public holidays by agreement at the enterprise

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

37.5 Rostered day off falling on public holiday

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

28.4 Substitution of certain public holidays by agreement at the enterprise

- (a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
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 - (i) 7.6 hours of pay at the ordinary time rate; or
 - (ii) 7.6 hours of extra annual leave; or
 - (iii) a substitute day off on an alternative week day.
- (b) Where an employee has credited time accumulated pursuant to clauses 14.2(d) and 14.3(e), then such credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time accumulated pursuant to clauses 14.2(d) and 14.3(e), as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d) Clauses 28.5(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours

hours as clause 37.5(a) applies to such days off.	as clause 28.5(a) applies to such days off.
37.6 Rest period after work on a public holiday An employee, other than a casual employee, who works on a public holiday must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences work. An employee must not lose pay for any ordinary time lost by reason of this break.	28.6 Rest period after work on a public holiday An employee, other than a casual employee, who works on a public holiday must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences work. An employee must not lose pay for any ordinary time lost by reason of this break.
<i>Clause inserted – proposed new provision</i>	28.7 Part-day public holidays For provisions in relation to part-day public holidays see Schedule G—2015 Part-day public holidays.
Schedule A—Transitional Provisions <i>Provision not reproduced</i>	<i>Clause removed – obsolete</i>
Schedule B—Classification Definitions <i>Provision not reproduced</i>	Schedule A—Classification Definitions <i>Provision not reproduced</i>
Schedule C—Supported Wage System <i>Provision not reproduced</i>	Schedule E—Supported Wage System <i>Provision not reproduced</i>
Schedule D—School-based Apprentices <i>Provision not reproduced</i>	Schedule D—School-based Apprentices <i>Provision not reproduced</i>
Schedule E—National Training Wage Appendix E1: Allocation of Traineeships to Wage Levels <i>Provision not reproduced</i>	Schedule F—National Training Wage F.7 Allocation of Traineeships to Wage Levels <i>Provision not reproduced</i>
Schedule F—2015 Part-day Public Holidays <i>Provision not reproduced</i>	Schedule G—2015 Part-day Public Holidays <i>Provision not reproduced</i>
Schedule G—Transitional Provisions for Maintenance and Engineering	<i>Provision removed – obsolete</i>

Stream <i>Provision not reproduced</i>	
<i>Clause inserted - proposed new provision</i>	Schedule B—Summary of Hourly Rates of Pay <i>Clause inserted - proposed new provision</i>
<i>Clause inserted - proposed new provision</i>	Schedule C—Summary of Monetary Allowances <i>Clause inserted - proposed new provision</i>