

The Exposure Draft was first published on 2 June 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
4 January 2017	Incorporate changes resulting from <a href="#">PR580863</a>	Schedule G
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579819</a> , <a href="#">PR579554</a> and <a href="#">PR581528</a>	20, 22.10, Schedule C, Schedule E
	Incorporate changes resulting from <a href="#">PR582956</a>	24, Schedule H, Schedule I

## EXPOSURE DRAFT

### Airport Employees Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Airport Employees Award 2010* as at 2 June 2016. This exposure draft does not seek to amend any entitlements under the Airport Employees Award 2010 but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/255](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Airport Employees Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 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.

### 2. Definitions

In this award, unless the contrary intention appears:

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

**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

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

**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

**standard rate** means the minimum annual rate for a Technical services officer Level 1 in clause 19.1(a) divided by 52

Given the formula at clause 22.3(b) for converting the annual rate to a weekly rate, should this definition of 'standard rate' be refined and the percentages in clause C.1 recalibrated?

### 3. The National Employment Standards and this award

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

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

#### 4. Coverage

- 4.1 This award covers employers throughout Australia that operate airports and their employees in the classifications in clause 14—Classifications to the exclusion of any other modern award.
- 4.2 This award does not cover an employee employed by a Local Government employer covered by another award.
- 4.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.4 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.5 The award does not cover:
- (a) an employee excluded from award coverage by the Act;
  - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
  - (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 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.

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

## **5. Effect of variations made by the Fair Work Commission**

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.

## **6. Award flexibility for individual arrangements**

**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:

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

**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.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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

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

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

- 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.
- 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.
- 6.8** The agreement may be terminated:
- (a)** by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b)** at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 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.
- 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.

## **7. Facilitative provisions for flexible working arrangements**

- 7.1** This award contains facilitative provisions which allow agreement to be reached between the employer and employees on how specific award provisions are to apply at the workplace level. The facilitative provisions are identified in clauses 7.3, 7.4, 7.5 and 7.8.
- 7.2** The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provision 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.
- 7.3** The following facilitative provision can be utilised upon agreement between the employer and an employee:

<b>Clause number</b>	<b>Subject matter</b>
27.8(b)	Rostered day off falling on public holiday

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

Clause number	Subject matter
17.2(b)	Average number of hours during a shift roster
18.2	Variation of meal breaks

Provided that any agreement reached consistent with clause 17.2(b) must comply with clause 7.6.

**7.5** The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees affected in the workplace, provided that the agreement complies with clauses 7.6 and 7.7. Once such agreement has been reached, the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:

Clause number	Subject matter
16.4	Variation to the span of ordinary hours
17.3(b)	Arrangement of ordinary hours of shiftwork
17.5	Variation of the method of working shifts
24.3(b)–(d)	Single day annual leave absences
27.3	Substitution of public holidays

**7.6** Agreement reached consistent with clause 7.5 must be recorded in the time and wages records kept by the employer.

**7.7** If an employee is a member of a relevant union, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions specified in clause 7.5. The union must be given a reasonable opportunity to participate in the negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

**7.8** In relation to the following facilitative provision, the requirements of clause 7.5 are to be met, and there is an additional requirement that the relevant union(s) must be informed by the employer of the intention to use the facilitative provision:

Clause number	Subject matter
17.3(c)	12 hour shifts

**7.9** In the event that a dispute or difficulty arises over the implementation of a facilitative provision, the matter will be handled in accordance with clause 32—Dispute resolution.



## Part 2—Types of Employment and Classifications

### 8. Types of employment

An employee may be engaged on a full-time, part-time or casual basis.

### 9. Full-time employment

An employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in this award.

### 10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

- 10.1 An employee may be engaged to work regular hours on a part-time basis.
- 10.2 The ordinary hours of a part-time employee must be less than 38 per week or an average of 38 per week.
- 10.3 The employer and employee will agree on the days and hours a part-time employee will work.
- 10.4 A part-time employee will be paid the minimum hourly rate for each ordinary hour.
- 10.5 Employment of part-time employees must not be at the expense of full-time positions.
- 10.6 An employee may request an employer to consider their transfer either to or from part-time employment and the employer must consider such request promptly in the context of operational requirements and the special requirements of the employee making the request.

### 11. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

- 11.1 A casual employee is one engaged on a casual basis.
- 11.2 A casual employee for working ordinary time must be paid the minimum hourly rate per hour plus a **25%** loading.

### 12. Apprentices

#### 12.1 Apprentices

In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State or Territory legislation. The employer must provide

and/or provide access to training consistent with the contract or training agreement, without loss of pay.

**12.2 Adult apprentices**

An employer may indenture suitable applicants who are 21 years of age and over, provided that such apprentices must not be indentured at the expense of other apprentices.

**12.3 Apprentice trades**

Trades to which an apprentice may be indentured will include:

- (a) Mechanical;
- (b) Electrical;
- (c) Plumbing; and
- (d) Carpentry.

**12.4** Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

**12.5** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

**12.6** For the purposes of clause 12.5 above, excess reasonable travel costs 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. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

**12.7** The amount payable by an employer under clause 12.5 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

**12.8** All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

**12.9** An employer may meet its obligations under clause 12.8 by paying any fees and/or cost of textbooks directly to the RTO.

- 12.10** Time spent by an apprentice in attending any training and/or 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. Clause 12.10 operates subject to the provisions of Schedule D—School-based Apprentices.
- 12.11** No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

### **13. Junior employees**

See clause 19.5—Junior employee minimum wages.

### **14. Classifications**

A description of the classifications under this award is set out in Schedule A—Skill Level Descriptions.

## **Part 3—Hours of Work**

### **15. Ordinary hours of work—all employees**

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

### **16. Ordinary hours of work and rostering—day workers**

- 16.1** The ordinary hours of work will be 38 or an average of 38 per week arranged according to the requirements of the particular airport or department.
- 16.2** Ordinary hours of work may be worked on any day or all days, Monday to Friday inclusive, between the hours of 6.30 am and 6.30 pm.
- 16.3** The spread of ordinary hours must not exceed 12 hours on any one day.
- 16.4** An alternative 12 hour span may be adopted by agreement between the employer and a majority of the employees concerned to cater for specific operational, seasonal or climatic conditions subject to clause 7.5.
- 16.5** No employee will be required to work more than 10 ordinary hours on any one day.
- 16.6** Ordinary hours must be worked continuously, except for meal breaks.

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

### **17.1 Definitions**

**Rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.

**Shiftworker** means an employee who is not a day worker as defined in clause 16.

### **17.2 Hours**

- (a) The ordinary hours of work must be:
- 38 or an average of 38 per week inclusive of meal time; and
  - must not exceed 152 hours within a period of 28 consecutive days.
- (b) Where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 hours is achieved over a period which exceeds 28 consecutive days.
- (c) Subject to clauses 17.2(c)–17.2(e) and 17.3(c)–17.3(d), shiftwork may be carried out at such times and locations as the employer's operations require.
- (d) Ordinary hours must be worked continuously except for meal breaks at the discretion of the employer.
- (e) An employee must not be required to work more than five hours without a break for a meal without payment of overtime.
- (f) Except at regular changeover of shifts an employee must not be required to work more than one shift in each 24 hours.

### **17.3 Duration of shift**

- (a) Subject to clause 17.3(c) and 17.3(d), a shift must consist of not more than 10 hours, inclusive of rest time.
- (b) Subject to clause 7.5, in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, such arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.
- (c) By agreement between the employer and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked, subject to clause 7.8 and:
- proper health and safety monitoring procedures being introduced;
  - suitable roster arrangements being made;
  - proper supervision being provided; and
  - consideration being given to family responsibilities.
- (d) 20 minutes must be allowed to shiftworkers each shift for a meal, which must be counted as time worked.

**17.4 Rosters**

Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.

**17.5 Variation by agreement**

- (a) Subject to clauses 17.2 and 17.4, the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.
- (b) The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the majority of employees concerned to suit the operational requirements at an airport.
- (c) The provisions of clause 17.5 will operate subject to clause 7.5.

**18. Breaks**

**18.1** An employee must not be required to work for more than five hours without a break for a meal.

Parties are asked to advise whether breaks under clause 18.1 are paid or unpaid.

**18.2** Meal breaks during ordinary hours must be for a period of 30 minutes. Provided that the duration and starting time of meal breaks will be variable by agreement between the employer and the employees concerned to suit the particular work requirements and to enable efficient completion of work.

**18.3** Except as provided in clause 18.4, all work done during meal periods and thereafter until a meal break is allowed must be paid at the rate of **150%** of the minimum hourly rate.

**18.4** An employee employed on regular maintenance may be required to work during meal breaks at ordinary rates whenever instructed to do so:

- (a) for the purpose of making good breakdowns of equipment; or
- (b) upon routine maintenance of equipment which can only be done while such equipment is idle.

**18.5** The meal break must be made available at the first reasonable opportunity after the maintenance has been performed.

**Part 4—Wages and Allowances**

**19. Minimum wages**

**19.1 Minimum wages**

Monetary amounts in this clause adjusted as a result of AWR 2016

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Adult employees must be paid the rate appropriate to their designated skill level as set out below.

**(a) Technical services officers**

<b>Classification</b>	<b>Minimum annual rate \$</b>	<b>Minimum hourly rate \$</b>
Technical services assistant	39,298	19.82
Technical services officer Level 1	40,850	20.61
Technical services officer Level 2	42,283	21.33
Technical services officer Level 3	45,022	22.71
Technical services officer Level 4	47,702	24.06
Technical services officer Level 5	48,803	24.62
Technical services officer Level 6	50,231	25.34
Technical services officer Level 7	52,978	26.73
Technical services officer Level 8	54,406	27.45
Technical services officer Level 9	58,704	29.61
Technical services officer Level 10	63,002	31.78

**(b) Administrative services officers**

<b>Classification</b>	<b>Minimum annual rate \$</b>	<b>Minimum hourly rate \$</b>
Administrative services officer Level 1	38,437	19.39
Administrative services officer Level 2	43,443	21.92
Administrative services officer Level 3	47,407	23.91
Administrative services officer Level 4	51,009	25.73
Administrative services officer Level 5	55,613	28.05
Administrative services officer Level 6	61,671	31.11
Administrative services officer Level 7	66,473	33.53

**(c) Ground services officers**

<b>Classification</b>	<b>Minimum annual rate \$</b>	<b>Minimum hourly rate \$</b>
Ground services officer Level 1	36,436	18.38
Ground services officer Level 2	37,290	18.81
Ground services officer Level 3	38,147	19.24
Ground services officer Level 4	39,298	19.82
Ground services officer Level 5	40,850	20.61

<b>Classification</b>	<b>Minimum annual rate \$</b>	<b>Minimum hourly rate \$</b>
Ground services officer Level 6	42,283	21.33
Ground services officer Level 7	43,596	21.99
Ground services officer Level 8	44,452	22.42
Ground services officer Level 9	45,022	22.71
Ground services officer Level 10	45,597	23.00
Ground services officer Level 11	46,458	23.44

**(d) Professional engineers**

Parties are asked to advise how employees progress through the three pay points for Professional engineer Level 1 (as outlined in clause A.4.1).

<b>Classification</b>	<b>Minimum annual rate \$</b>	<b>Minimum hourly rate \$</b>
Professional engineer Level 1		
Pay point 1	50,668	25.56
Pay point 2	52,630	26.55
Pay point 3	54,545	27.52
Professional engineer Level 2	57,271	28.89
Professional engineer Level 3	63,001	31.78
Professional engineer Level 4	68,728	34.67
Professional engineer Level 5	76,858	38.77

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

**19.2 Skill level descriptions**

The skill level descriptions are set out in Schedule A.

**19.3 Apprentice minimum wages**

**(a) Apprentice minimum wages**

- (i) Apprentices who are under 21 years of age and commenced their apprenticeship before 1 January 2014 must be paid minimum wages, calculated to the nearest dollar, at the appropriate percentage indicated below of the minimum wage of a Technical services officer Level 1. Where the age and year of service produce different percentages, the higher percentage will apply:

Age or length of service as an apprentice	Percentage of the standard rate
	%
Under 18 or 1st year	42
At 18 or 2nd year	55
At 19 or 3rd year	75
At 20 or 4th year	88

- (ii) Apprentices who commenced their apprenticeship on or after 1 January 2014 and are under 21 years of age must be paid minimum wages, calculated to the nearest dollar, at the appropriate percentage indicated below of the minimum rate of a Technical services officer Level 1. Where the age and year of service produce different percentages, the higher percentage will apply.

Age or length of service as an apprentice	Percentage of the standard rate for apprentices who have not completed Year 12	Percentage of the standard rate for apprentices who have completed year 12
	%	%
Under 18 or 1st year	50	55
At 18 or 2nd year	60	65
At 19 or 3rd year	75	75
At 20 or 4th year	88	88

#### 19.4 Adult apprentice minimum wages

- (a) The minimum wage of an adult apprentice who commenced their apprenticeship before 1 January 2014 must be the rate prescribed by clause 19.3—Apprentice minimum wages for the relevant year of the apprenticeship.
- (b) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the standard rate or the rate prescribed by clause 19.3—Apprentice minimum wages for the relevant year of apprenticeship, whichever is greater.
- (c) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 19.1—Minimum wages or the rate prescribed by clause 19.3—Apprentice minimum wages for the relevant year of apprenticeship, whichever is the greater.
- (d) Provided that where a person was employed by the employer prior to becoming an adult apprentice, such person must not suffer a reduction in the minimum wage by virtue of becoming indentured.
- (e) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum rate that is from time to time applicable to the



classification or class of work in which they were engaged immediately prior to entering the indenture.

**19.5 Junior employee minimum wages**

An unapprenticed junior must be paid a minimum wage calculated to the nearest dollar, at the percentage specified by age as follows of the adult minimum wage applicable to their classification.

Age of employees	Percentage of adult minimum wage
	%
Under 18 years	60
At 18 years	70
At 19 years	81
At 20 years	91

**19.6 Payment of wages**

All money payable under this award must be paid fortnightly by electronic transfer of funds into an account with a bank or other recognised financial institution nominated by the employee. In the event that the employee has failed to nominate such an account, or closes such account, the employer may pay such money to an account in the name of the employee nominated by the employer.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**19.7 Higher duties**

- (a) An employee whose normal wage does not exceed the maximum rate for Administrative services officer Level 5 who is engaged on duties carrying a higher rate than their ordinary classification must be paid:

Time per day or shift on duties carrying a higher rate	Payment
More than 4 hours	Higher rate for the day or shift
1–4 hours	Higher rate for time worked on higher duties

- (b) An employee whose normal wage exceeds the maximum rate for an Administrative services officer Level 5 who is engaged for one week or more on duties carrying the higher rate than their ordinary classification may be paid the higher rate for such time.
- (c) An employee who temporarily performs the duties of a position carrying a higher rate than their own classification but does not perform all the duties of that position may be paid an allowance of such amount and subject to such conditions as the employer determines.

- (d) An allowance paid under this clause will be regarded as part of the minimum wage for the purposes of calculating overtime and penalty payments.

### 19.8 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.

### 19.9 National training wage

For employees undertaking a traineeship, see Schedule F—National Training Wage.

## 20. Allowances

20.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

### 20.2 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

#### (a) Disability allowance

- (i) An allowance of **\$0.79** per hour must be paid to Technical services officers or Ground services officers for the period in which they are engaged in work in which they experience any of the following disabilities:
- chokage, i.e. clearing stoppage in soil or waste pipes, and repairing or putting in proper order such pipes;
  - the use of materials which include epoxy resin or other similar substances which produce seriously obnoxious fumes, including joining of optical fibre cabling;
  - confined spaces, i.e. a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation;
  - working at heights of 15 metres or more directly above the nearest horizontal plane;
  - work of an unusually dirty or offensive nature, e.g. collection and disposal of garbage, clearing sewerage spills or working at sewerage treatment works;
  - working with hot bitumen or asphalt;
  - handling loose slag wool, loose insulwool or other material of a like nature used for providing insulation;
  - operating explosive powered tools;
  - working for more than one hour in places where, as a result of artificial means, the temperature is below 0°C or above 46°C;

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- working for more than two hours in temperature exceeding 54°C; and
  - working in any place where water is continually dripping on the employee so that clothing and boots become wet or where there is water underfoot, unless the employer has been provided with suitable protective clothing and/or footwear.
- (ii) Where an employee claims chokage, payment of the allowance must continue for the remainder of the day claimed.
- (iii) An employee engaged inside a confined space being a boiler in cleaning or scraping work must be paid an allowance of **\$1.81** per hour whilst so engaged.
- (iv) The maximum disability allowance which can be claimed for any one hour is **\$1.18**, except for circumstances where staff are being paid confined spaces for cleaning or scraping boilers, and in such spaces the maximum disability allowance claimed for any one hour must be **\$1.81**.
- (v) To be eligible for payment under clause 20.2(a), an employee must spend a reasonable amount of time working with the disability. Eligibility for the allowance must be approved by the relevant supervisor.
- (vi) The allowances prescribed in clause 20.2(a) must be paid irrespective of the times at which work is performed and will not be subject to any premium or penalty additions.
- (vii) These allowances will not be payable on public holidays, annual leave, sick leave or any other approved leave.
- (b) **Plumbers allowances**
- (i) **Registration allowance**
- A plumber who is registered with the appropriate State or Territory authority must be paid an additional amount of **\$30.64** per week.
- (ii) **Licence allowance**
- A plumber who is classified in accordance with the criteria set out in clause 19—Minimum wages, and Schedule A—Skill Level Descriptions will receive no additional payment by way of licence allowance.
- (c) **First aid allowance**
- If an employee is appointed by their employer to perform first aid duty and holds a current first aid qualification from St John Ambulance or a similar body, the employee is entitled to an allowance at the rate of **\$15.71** per week.
- (d) **District allowance**
- (i) For the purposes of this clause, a **dependant** means a person who is totally or partially dependent on an employee, who resides with the employee and/or whose income is less than the national minimum wage.

- (ii) An employee who is employed at an airport listed below must be paid an annual allowance as specified for the disabilities incurred when working at these localities:

	<b>Employees with dependants</b>	<b>Employees without dependants</b>
	<b>\$ per annum</b>	
Alice Springs	2820.23	1539.74
Darwin	2820.23	1539.74
Mt Isa	2820.23	1539.74
Tennant Creek	5616.90	3472.26
Townsville	1170.51	589.19
Yulara	2820.23	1539.74

- (iii) District allowance must be paid when an employee is absent on annual leave or travelling or relieving while temporarily stationed at a locality other than their normal locality.

(e) **Extra rates not cumulative**

Extra rates in this award, except rates prescribed in clauses 20.2(a), 20.2(b) and 27—Public holidays and Sunday work, are not cumulative so as to exceed the maximum of **200%** of the minimum hourly rate.

**20.3 Expense related allowances**

Monetary amounts in this clause adjusted as a result of AWR 2016
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(a) **Tool allowance**

Where the employer does not provide all tools necessary for the performance of duties, the employer must pay tradespersons the following allowance:

<b>Tradesperson</b>	<b>\$ per week</b>
Carpenter/Plumber	20.50
Electrician/Mechanic	14.84
Painter	5.06

(b) **Reimbursement for uniforms/protective clothing**

(i) **Issue of uniforms/protective clothing**

Where an employer requires an employee to wear any special clothing such as uniforms, protective clothing, footwear, safety glasses or other equipment, the employer must reimburse the employee for the cost of purchasing such special clothing.

Clause 20.3(b) will not apply where the special clothing is paid for by the employer. Where special clothing is supplied by the employer without cost to the employee, such clothing will remain the property of the employer.

**(ii) Damage to clothing, spectacles, hearing aids or tools**

Compensation to the extent of the damage sustained must be made by the employer where in the course of work clothing, spectacles, hearing aids or tools of an employee are damaged or destroyed by fire or process substances, provided that the employer's liability in respect of tools will be limited to such tools as the employee is ordinarily required to provide for the performance of work.

**(iii) Case hardened prescription lenses**

Where the employer requires an employee to wear case hardened prescription lenses, the employer must pay the costs associated with case hardening plus the cost of minimum standard appropriate frames. In the case of damage to such spectacles during the course of work, the employer will be liable for the cost of replacement.

**(c) Travel allowance**

An employee will be entitled to an allowance of **\$5.53** on each occasion the employee travels to an airport to perform:

- (i)** duty as ordinary time or overtime which commences or ceases between 7.00 pm and 7.00 am; or
- (ii)** overtime where the employee has been recalled after leaving the airport at the conclusion of their ordinary hours.

**(d) Reimbursement of airfares**

- (i)** For the purposes of this clause, dependant will have the same meaning as in clause 20.2(d)(i) and the term capital city will mean the capital city nearest the locality, except in the Northern Territory, where the nearest capital city will be Adelaide.
- (ii)** An employee engaged at a remote locality listed in clause 20.2(d)(ii) who reasonably incurs airfare costs during a period of approved leave will be entitled to reimbursement for one return airfare incurred by the employee and/or an eligible dependent:
  - A remote locality other than Townsville—the cost of one return airfare after each completed year of service at the locality; or
  - Townsville—the cost of one return airfare after every two years of completed service.
- (iii)** Reimbursement must be an amount equivalent to the cost of a return airfare reasonably incurred between the locality and nearest capital city, subject to clauses 20.3(d)(iv) and (v).
- (iv)** An employee or eligible dependant who travels to a destination other than the nearest capital city will be reimbursed either the reasonable costs incurred in respect of such travel or the cost of return airfares reasonably incurred to the nearest capital city, whichever is the lesser.

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- (v) An employee or eligible dependant may travel other than by air where prior approval is granted by the airport manager or general manager. An employee or eligible dependant who travels other than by air to either the nearest capital city or other destination will be entitled to an amount equal to the lesser of:
- the cost of a return airfare reasonably incurred;
  - the motor vehicle allowance; or
  - the cost reasonably incurred in respect of such travel.

The award does not contain a motor vehicle allowance. Parties are asked if one should be inserted or clause 20.3(d)(v) should be amended.

**(e) Medical, specialist medical or emergency dental treatment fares**

- (i) An employee engaged at a remote locality listed in clause 20.2(d)(ii) will be entitled to reimbursement of the cost of fares reasonably incurred by the employee and/or eligible dependants in relation to the removal of the employee or dependant for medical, specialist medical or emergency dental treatment where there is no resident medical practitioner, specialist medical practitioner or dentist at the locality.
- (ii) Provided that reimbursement of the cost of fares reasonably incurred must only be authorised by the airport manager or general manager for travel to the nearest place where treatment can be given and subject to the employee supplying a statement from a duly qualified medical practitioner or dentist stating the problem and that removal for treatment was necessary.

**(f) Reimbursement of air conditioning expenses**

- (i) An employee located at Tennant Creek Airport, who resides in a dwelling owned by the employer or in temporary accommodation in which refrigerative air conditioning is installed, and is responsible for the payment of charges listed on an acceptable account will be entitled to a reimbursement for the subsidy period from 1 November to 31 March inclusive, calculated in accordance with the provisions of this clause.
- (ii) Where the acceptable account falls entirely within the subsidy period, the reimbursement must be a percentage of the total charges as follows:

	<b>% of total charges</b>
1 room air conditioner	50
2 room air conditioners	65
3 room air conditioners	70
Where separate meter only records electricity consumption of the air conditioning system is installed	85

- (iii) Where the period covered by the acceptable account falls partly outside the subsidy period, the reimbursement must be calculated by multiplying the percentage of the total charge payable in accordance with clauses 20.3(f)(ii) by the following formula:

$$(2 \times A) / (A + B)$$

Where:

A = the number of days within the period of the acceptable account that lies within the relevant subsidy period; and

B = the number of days within the period covered by the acceptable account.

Parties are asked if B should equal “the number of days covered by the acceptable account”.

- (iv) **Room air conditioner** means a single refrigerative air conditioning unit mounted in the wall or window of the room to which it provides cool air.
- (v) **Total charge** means the sum of all charges for the normal supply and consumption of electricity, but does not include charges for connection, disconnection or reconnection of supply, overdue charges or other charges or adjustments not associated with the normal supply and consumption of electricity.

(g) **Overtime meal allowance**

See clause 22.10 for overtime meal allowance.

See Schedule C for a summary of monetary allowances.

## 21. Superannuation

### 21.1 Superannuation legislation

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

### 21.2 Employer contributions

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

### 21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

### 21.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:

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

## Part 5—Overtime and Penalty Rates

### 22. Overtime

#### 22.1 Payment for working overtime—day worker

- (a) For all work required to be undertaken by a day worker outside ordinary hours Monday to Saturday except as provided by clause 22.8 the rate of pay must be **150%** of the minimum hourly rate for the first three hours and **200%** of the minimum hourly rate thereafter until completion of the overtime.
- (b) For all work required to be undertaken by an employee outside ordinary hours on Sunday except as provided by clause 22.8 the rate of pay must be **200%** of the minimum hourly rate until the completion of the overtime work.



**22.2 Payment for working overtime—shiftworker**

- (a) For all work required to be undertaken by a shiftworker outside ordinary hours Monday to Friday except as provided in clause 22.8, the rate of pay must be **150%** of the minimum hourly rate for the first three hours and **200%** of the minimum hourly rate thereafter until completion of the overtime.
- (b) For all work required to be undertaken by an employee on shiftwork outside of ordinary hours Saturday to Sunday except as provided by clause 22.8, the rate of pay must be **200%** of the minimum hourly rate until the completion of the overtime work.

**22.3 Calculating overtime hourly rate**

- (a) Except as provided in clause 22.5, in calculating overtime each day's work will stand alone.
- (b) The hourly rate for overtime purposes must be determined by the following method:

$$\frac{\text{annual rate}}{313} \times \frac{6}{38}$$

**22.4 Eligibility for overtime payment**

Except at the discretion of the employer, employees paid an annual rate which is equal to or greater than the minimum annual rate payable to an Administrative services officer Level 6 will not be entitled to receive overtime payment.

**22.5 Rest period after overtime**

- (a) When overtime is necessary, it must wherever reasonably practicable be so arranged that employees have at least eight consecutive hours plus reasonable travelling time off duty between the work of successive days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of work on one day and the commencement of work on the next day that they have not had at least eight consecutive hours exclusive of reasonable travelling time off duty between those times must, subject to clause 22.5(a) be released after completion of such overtime until they have had such time off duty, without loss of pay for ordinary working time involved.
- (c) If such employee is required to resume or continue work without having had such time off duty, they must be paid at **200%** of the minimum hourly rate until released from duty for such period and must then be entitled to be absent until they have had such time off duty without loss of pay for any ordinary working time involved.

**22.6 Call-back**

- (a) Subject to the provisions of clause 22.6(b), an employee required to return to work overtime after leaving their place of work must be paid a minimum of four hours' pay at the appropriate rate for each time they are recalled.

- (b) Where an employee has been contacted after ceasing work and is required to attend work immediately (i.e. within less than three hours of being contacted), that employee must be paid **200%** of the minimum hourly rate for such duty, with a minimum payment of three hours, which includes reasonable time spent in travelling to and from such emergency. In addition, they must be paid mileage allowance at the appropriate rate or the payments specified under clause 20.3(c), whichever is the greater.
- (c) The provisions of clause 22.6(b) will not apply to any employee who is in receipt of payments under clause 22.7, in which case clause 22.6(a) will apply.
- (d) Where an employee is called back for duty on a designated public holiday, payment must be made in accordance with clause 27—Public holidays and Sunday work.
- (e) An employee must not be required to work the full minimum hours if the job they were called back to perform is completed within a shorter period.
- (f) Overtime worked in the circumstances specified in the provision of this clause will not be regarded as overtime for the purpose of clause 0 when the actual time worked is less than three hours on such call-back or on each of such call backs.
- (g) The provisions of clause 22.6 will not apply in the following circumstances:
  - (i) Where it is customary for an employee to return to their place of work to perform a specific job outside their ordinary hours.
  - (ii) Where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
  - (iii) Where an employee’s duty for a day or shift is varied by alteration of the scheduled commencement time to meet such circumstances.

**22.7 On call and stand-by**

- (a) An employee may be required, outside their ordinary hours of duty, to hold themselves in readiness to perform extra duty, subject to payment for any such requirement under the conditions set out in this clause.
- (b) Payment will be subject to the following conditions:
  - (i) except with the approval of the employer, employees ineligible for overtime payment under clause 22.4 will not be eligible to receive payment under clause 22.7; and
  - (ii) the restriction situation will be imposed by the prior written direction of the employer, or will subsequently be approved in writing by the employer where the circumstances did not permit prior direction.
- (c) An employee who is required to remain contactable and available to perform extra duty outside the employee’s ordinary hours of duty must, subject to clause 22.7(b) be paid an allowance:
  - (i) at a rate of **7.5%** of the employee’s minimum hourly rate for each hour restricted Monday to Friday;

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- (ii) at a rate of **10%** of the employee's minimum hourly rate for each hour restricted Saturday and Sunday; and
  - (iii) at a rate of **15%** of the employee's minimum hourly rate for each hour restricted on public holidays and rostered days off.
- (d) An employee's minimum wage for the purpose of calculation of the allowance under clause 22.7(c) must include higher duties allowance and any other allowances in the nature of wages.
  - (e) Where the employer has approved payment under this clause to employees ineligible for overtime payment under clause 22.4, the annual rate component of the formula at clause 22.3(b) must be the maximum of the annual rate range for an Administrative services officer Level 5.
  - (f) Any part of a period of restriction in respect of which the employee receives payment other than in accordance with clause 22.7(c) must not be included in the period of restriction for calculating payments under clause 22.7(c).
  - (g) No payment will be made to an employee under this clause for any period in which the employee does not remain contactable or at the required degree of readiness to perform extra duty.
  - (h) The provisions of clause 22.6(b) will not apply where an employee is recalled to duty whilst in any restriction situation specified in clauses 22.7(a) and (b).
  - (i) Where an employee, whilst in any restriction situation specified in clauses 22.7(a) and (b) is required to attend to perform overtime or ordinary duty on a public holiday, the payment for such attendance, whether the employee actually performs duty or not, will be subject to the minimum payment provisions contained in either clause 22.6 or 27.

### 22.8 Absence from duty instead of overtime

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- (a) An employee who has performed overtime duty may, wherever practicable and with the approval of the employer, be released from duty for an equivalent period.
- (b) Where an employee, other than a continuous shiftworker, is released from duty in accordance with clause 22.8(a) the employee must, in respect of the period they are so released, be entitled to be paid at the following rate:
  - (i) where the period of overtime duty was from Monday to Saturday, at **50%** of the minimum hourly rate for the first three hours then **100%** of the minimum hourly rate for the remaining period of overtime worked;
  - (ii) where the period of overtime duty was on a public holiday, at **150%** of the minimum hourly rate; or
  - (iii) where the period of overtime duty was on a Sunday, at **100%** of the minimum hourly rate.

- (c) Where a continuous shiftworker is released from duty in accordance with clause 22.2 the employee must, in respect of the period they are so released, be entitled to be paid at the following rate:
- (i) where the period of overtime duty was from Monday to Friday, at **50%** of the minimum hourly rate for the first three hours then **100%** of the minimum hourly rate for the remaining period of overtime worked;
  - (ii) where the period of overtime duty was on a public holiday, at **150%** of the minimum hourly rate; or
  - (iii) where the period of overtime duty was on a Saturday or Sunday, at **100%** of the minimum hourly rate.

## 22.9 Overtime payment

For the purposes of payment of overtime in accordance with this clause, payments will be made in respect of the day on which the overtime was worked.

## 22.10 Meal allowance

Monetary amounts in this clause adjusted as a result of AWR 2016
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- (a) An employer may elect to provide an employee who works overtime with a meal.
- (b) Where a meal is not provided, and subject to clause 22.10(c), a meal allowance of **\$14.36** must be paid to an employee who works a minimum of two hours' overtime and after every subsequent five hours during any continuous period of overtime if the employee continues to work after the periods specified by this clause.
- (c) Entitlement to a meal allowance arises where an employee:
  - (i) works overtime continuous with ordinary duty without a break for a meal;
  - (ii) works overtime continuous with ordinary duty; or
  - (iii) works overtime on a Saturday, Sunday, public holiday or (in the case of a shiftworker) rostered day off and is granted an unpaid meal break.
- (d) Where overtime is worked on a Saturday, Sunday, public holiday or (in the case of a shiftworker) rostered day off is planned and constitutes the equivalent of a standard day or shift, only one meal allowance must be paid.

## 23. Shiftwork penalty rates

### 23.1 Definitions

- (a) **Night shift** means a shift between 6.00 pm and 6.30 am.
- (b) **Non-rotating night shift** means a shift which falls wholly within the hours of 6.00 pm and 8.00 am, provided such worker:
  - (i) only works such shifts;

- (ii) works such a shift for a period in excess of four weeks; or
- (iii) works such a shift which does not rotate or alternate with another shift or day work so as to give at least one third of working time off such shift in each shift cycle.

### 23.2 Shift payment

- (a) A shiftworker whilst on a shift, any part of which is a night shift must be paid **115%** of the minimum hourly rate except as specified in clause 23.2(b).
- (b) A shiftworker on non-rotating night shift must be paid **130%** of the minimum hourly rate.
- (c) The additional payment prescribed by clause 23.2 will not be taken into account in the calculation of overtime or in determination of any allowance based upon the minimum hourly rate, nor will it be paid with respect to any shift for which any other form of penalty payment is made under this award.

### 23.3 Saturday shifts

- (a) The minimum rate to be paid to a shiftworker for rostered work performed on Saturday must be **150%** of the minimum hourly rate.
- (b) When the Saturday falls on 25 December **200%** of the minimum hourly rate must be paid.
- (c) Such extra rates will be in substitution for and not cumulative upon the payments prescribed in clause 23.2.

### 23.4 Sundays and public holidays

- (a) Shiftworkers who work on a rostered shift the major portion of which is performed on a Sunday or public holiday must be paid as follows:
  - (i) Work performed on Sunday must be paid at the rate of **200%**.
  - (ii) When the Sunday falls on 25 December **250%** of the minimum hourly rate must be paid.
  - (iii) Work performed on public holidays as prescribed by clause 27—Public holidays and Sunday work must be paid at the rate of **250%** of the minimum hourly rate.
  - (iv) Such extra rates will be in substitution for and not cumulative upon the premiums prescribed in clause 23.2.
- (b) For the purposes of this clause and clause 27, where the starting and finishing times of a shift occur on different days of the week, that shift will be regarded as having been totally worked on the day on which the majority of hours were worked.

## Part 6—Leave and Public Holidays

### 24. Annual leave

24 amended in accordance with [PR582956](#). (24.4 deleted; old 24.5-24.9 renumbered as 24.4-24.8; 24.4 substituted; 24.5-24.8 renumbered as 24.8-24.11; New 24.5-24.7 inserted; 24.8 renamed and substituted; 24.10-24.11 renumbered as 24.11-24.12; New 24.10 inserted; 24.13 inserted)

**24.1** Annual leave is provided for in the NES. Annual leave does not apply to a casual employee. A shiftworker for the purposes of this clause and application of the NES must be a shiftworker rostered to work regularly on Sundays and public holidays.

### 24.2 Additional periods of leave

In addition to annual leave entitlements specified in the NES, an employee in receipt of a district allowance as prescribed in clause 20.2(d) will be entitled to additional annual leave for each completed year of service or part thereof at a remote locality as follows:

Alice Springs	5 days
Darwin	5 days
Mt Isa	3 days
Tennant Creek	7 days
Townsville	2 days
Yulara	5 days

### 24.3 Broken leave

- (a) Annual leave may be granted in such periods as are mutually agreed between the employer and an employee. Leave entitlements taken in respect of any year of service must include at least one period of at least one week, excluding public holidays.
- (b) The employer and the majority of employees at an airport may agree to establish a system of single day annual leave absences, subject to clause 7.5.
- (c) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them.
- (d) A shiftworker and the employer may agree to defer payment of the annual leave loading in respect of single day absences until at least 10 consecutive annual leave days are taken.

### 24.4 Time of taking leave

Annual leave must be taken at a time(s) mutually agreed between the employer and the employee, or in the absence of mutual agreement, at a time(s) fixed by the employer within a period not exceeding two years and three months from the date on which such annual leave falls due and after not less than four weeks' notice to the employee.

#### 24.5 Excessive leave accruals: general provision

Note: Clauses 24.5 to 24.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.1).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### 24.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.5, 24.6 or 24.7 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 24.6(b)(i).

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

**24.7 Excessive leave accruals: request by employee for leave**

- (a) Clause 24.7 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 24.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 24.6(a) that, when any other paid annual leave arrangements (whether made under clause 24.5, 24.6 or 24.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.5, 24.6 or 24.7 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.1) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

**24.8 Annual leave in advance**

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



- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 24.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 24.8 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **24.9 Payment for period of annual leave**

Instead of the base rate of pay as referred to in the NES, an employee under this award, before going on annual leave, must be paid the minimum wage they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

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).

#### **24.10 Electronic funds transfer (EFT) payment of annual leave**

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

#### **24.11 Annual leave loading**

- (a) During a period of annual leave an employee must be paid a loading calculated on the minimum wage prescribed in clause 24.9.

- (b) The loading must be as follows:

- (i) **Non-shiftworkers**

- An annual leave loading of **17.5%** of the minimum hourly rate in clause 24.9 must be paid once annually on the first pay day in December to employees other than shiftworkers.

- (ii) **Shiftworkers**

- An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to **17.5%** of the minimum hourly rate

in clause 24.9 or the shift loading including relevant weekend penalty rates, whichever is the greater, but not both.

#### **24.12 Proportionate leave on termination**

On termination of employment, an employee, other than a casual employee, must be paid for leave accrued that has not been taken at the appropriate minimum wage calculated in accordance with clauses 24.9 and 24.11.

#### **24.13 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.13.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.13.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.13 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.13 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.13 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.13.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.13.

Note 3: An example of the type of agreement required by clause 24.13 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

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

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

**25.2** Leave may be taken for part of a single day.

**25.3 Additional amounts of paid personal/carer's leave**

In addition to what is provided for in the NES, an employee is entitled to an additional three days personal/carer's leave on full pay in the second and following years of service.

**25.4 Personal leave at half pay**

- (a) In addition to an employee's entitlements to personal leave at full pay, an employee is entitled to the following amount of half pay personal leave for absence due to personal illness or injury:
  - (i) one day for each of the third to 12th months inclusive of the first year of service;
  - (ii) 10 days in the second and following years of service.
- (b) Subject to clause 25.4(d), half pay personal leave is not available for use within the first year of service.
- (c) Half pay personal leave is not available for carer's leave or bereavement leave purposes as provided for under this clause.
- (d) Half pay personal leave entitlements which are not taken at the completion of the year will accumulate fully.
- (e) An employee may be granted personal/carer's leave for absences of up to three consecutive days without providing a medical certificate from a duly qualified medical practitioner provided such absences do not exceed a total of five days in aggregate in any sick leave year.
- (f) In the case of an employee with at least 10 years' continuous service who has exhausted their full pay personal leave entitlements, the employer may allow them to convert to leave on full pay so much of their half pay entitlements as are required for a continuous period of personal leave at least 10 days of which would otherwise be on half pay. In the application of this clause:
  - (i) in the case of employees with at least 20 years' service, the period of 10 days will be read as five days;
  - (ii) in the case of employees with at least 30 years' service, the period of 10 days will be read as two days;
  - (iii) in the case of an employee with at least 10 years' service who seeks to convert half pay personal leave credits in respect of an absence for a medical condition for which credits have previously been converted from half pay to full pay, the periods of absences specified in this clause will not apply.

- (g) Notwithstanding anything contained in clause 25.4(a), an employee suffering injury through an accident arising out of and in the course of employment (not being an injury in respect of which there is a workers compensation entitlement) necessitating attendance during working hours to a doctor, chemist or trained nurse, or at a hospital, must not suffer any deduction in pay for the time (not exceeding four hours) so occupied on the day of the accident. The employee must be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance.
- (h) The retirement of an employee on medical grounds must not, except with their consent, be effected earlier than the date on which their entitlements to personal leave with pay have been exhausted.
- (i) If an employee is terminated by the employer and is re-engaged within a period of two months, the employee's unclaimed balance of personal leave must continue from the date of re-engagement. In such a case, the employee's next year of service will commence after a total of 12 months has been served (excluding the period of interruption in service) from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.
- (j) **Year of service** for the purposes of this clause means a 12 month period commencing from the date of the employee's commencement of employment and from the anniversary of that date in each subsequent year.

## 25.5 **Compassionate leave**

- (a) Compassionate leave is provided for in the NES.
- (b) In addition to what is provided for in the NES, an employee, other than a casual employee, is entitled to an additional day paid leave on each occasion of the death of a member of the employee's immediate family or household. For the purposes of this clause, immediate family includes foster parents, step-parents and parents-in-law.
- (c) Proof of death must be provided to the satisfaction of the employer, if requested.

## 26. **Parental leave and related entitlements**

26.1 Parental leave is provided for in the NES

### 26.2 **Entitlement to maternity leave**

An employee who becomes pregnant must, upon production to the employer of a certificate from a duly qualified medical practitioner stating the anticipated date of confinement, be entitled to maternity leave up to 52 weeks aggregate. Twelve weeks of such leave must be provided on full pay.

### 26.3 **Qualifying service for payment**

Employment in the following areas will count as qualifying service for paid maternity leave:

- (a) employment with the employer; and

- (b) for those employees previously employed by the Federal Airports Corporation, employment:
  - (i) with that Corporation;
  - (ii) under the *Public Service Act 1999* (Cth);
  - (iii) with a statutory authority;
  - (iv) with an authority established for a public purpose by a Commonwealth statute; and
  - (v) eligible Commonwealth employment or eligible public employment within the meaning of Part IV of the *Public Service Act 1999* (Cth).

An employee who accrued previous service with more than one Commonwealth body during the 12 month qualifying period will not have had any break in the continuity of their employment to enable such service to count as qualifying service for paid maternity leave.

Continuity of such qualifying service will not be broken by approved leave without pay.

## **27. Public holidays and Sunday work**

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

### **27.2 Payment for time worked by shiftworkers on a public holiday**

- (a) A shiftworker who, by the arrangement of their ordinary hours of work under clause 17, is required to work on both:
  - (i) a day which originally would have been a holiday; and
  - (ii) the day to be observed as a substitute day,must either be granted an alternative holiday to that prescribed or paid at the rate prescribed by clause 23.4(a)(iii).
- (b) A part-time employee rostered to work on a day which originally would have been a holiday will either:
  - (i) observe that rostered day as a holiday without loss of pay; or
  - (ii) work on that rostered day at the rates specified by clauses 23.3 or 23.4 (as appropriate) and be granted an alternative holiday, to be taken within a fortnight, as agreed between the employer and the employee concerned.

### **27.3 Substitution**

Subject to clause 7.5, the employer and the majority of employees at an airport may agree to substitute another day for any public holiday provided for in the NES.

**27.4 Payment for work on public holidays**

Except as provided in clause 23.4(b), an employee, including a casual employee, not engaged on continuous work must be paid **250%** of the minimum hourly rate for work on a public holiday until the employee is relieved from duty.

**27.5 Payment for work on Sundays**

Except as provided in clause 23.4(b), an employee not engaged on continuous work must be paid **200%** of the minimum hourly rate for work done on Sundays, until the employee is relieved from duty.

**27.6 Minimum payment**

Employees required to work on a Sunday or a public holiday must be paid for a minimum of three hours' work.

**27.7 Rest period**

An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, will on being relieved from duty be entitled to be absent until the employee has had eight consecutive hours off duty, exclusive of reasonable travelling time, without deduction of pay for ordinary time involved.

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

- (a) An employee who, by the arrangement of their ordinary hours of work, is entitled to a rostered day off which falls on a holiday prescribed by this clause must, where practicable, observe the holiday and be granted an alternative rostered day off.
- (b) Where it is not practicable to grant an alternative rostered day off or by agreement between the employer and the employee, the employee must be paid for seven hours 36 minutes at the minimum hourly rate.

Parties are asked to advise whether this payment is in addition to payment for the public holiday.

- (c) Entitlement to extra payment will not arise under this clause for employees whose wage is in excess of the maximum rate for an Administrative services officer Level 5.

**27.9 Part-day public holidays**

For provisions in relation to part-day public holidays see Schedule G—2016 Part-day Public Holidays.

**28. Community service leave**

Community service leave is provided for in the NES.

## **29. Special leave**

### **29.1 Paid**

At the discretion of the employer, an employee may be granted special paid leave to a maximum of three days to respond to any occasion of a personal or domestic occurrence or series of events that could not reasonably have been anticipated, provided that no other type of leave is available or the employee does not have sufficient existing leave entitlements. Leave so granted must be recognised as service for all purposes.

### **29.2 Unpaid**

- (a) At the discretion of the employer, an employee may be granted leave without pay for a maximum period of 12 months to respond to a personal or domestic occurrence or series of events that could not reasonably have been anticipated.
- (b) The period of leave must count as service for all purposes, provided that it is not in excess of 22 working days.
- (c) Where leave without pay is in excess of 22 working days, the whole absence will not count as service for annual leave, personal/carer's leave, long service leave or annual leave loading accrual purposes.

## **Part 7—Consultation and Dispute Resolution**

## **30. Consultation about major workplace change**

### **30.1 Employers to notify**

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

### **30.2 Employers to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 30.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 30.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **31. Consultation about changes to rosters or hours of work**

**31.1** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

**31.2** The employer must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

**31.3** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

**31.4** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **32. Dispute resolution**

**32.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**32.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 32.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.



- 32.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 32.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 32.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 32.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 32.7** **Dispute resolution procedure training leave**
- An employee representative must be granted leave of absence with pay to undertake training, on condition that:
- (a) the content of the training will enhance the representative's role in dispute resolution, consistent with the procedures of clause 32—Dispute resolution;
  - (b) the airport's operating requirements permit the grant of leave;
  - (c) payment for the leave will not include shift and penalty payments or overtime; and
  - (d) the leave will count as service for all purposes.

## **Part 8—Termination of Employment and Redundancy**

### **33. Termination of employment**

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

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

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

### **34. Redundancy**

Redundancy pay is provided for in the NES.

### **35. Transfer to lower paid job on redundancy**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **36. Employee leaving during redundancy notice period**

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

### **37. Job search entitlement**

#### **37.1 Job search entitlement for notice of termination of employment**

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

#### **37.2 Job search entitlement—redundancy**

##### **(a) Time off for seeking other employment**

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

##### **(b) Proof of attendance**

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

## **Schedule A—Skill Level Descriptions**

### **A.1 Technical services officers**

#### **A.1.1 Technical services assistant**

An employee who provides assistance to Technical services officer(s) (any grade) and works under their guidance.

#### **A.1.2 Technical services officer Level 1**

(a) An employee who:

- (i) holds a trade certificate or a tradesperson's rights certificate in a recognised electrical, electronic, mechanical, fabrication or other trade;
- (ii) is able to exercise the skills of that trade with close guidance;
- (iii) can perform straightforward tasks and processes of a trade standard with guidance and complete the straightforward task or process as assigned; or
- (iv) can facilitate the completion of a whole straightforward task or process up to their level of competency.

#### **A.1.3 Technical services officer Level 2**

An employee holding qualifications as for Level 1 but who in addition:

- (a) has a minimum 12 months experience in airports or equivalent; and
- (b) who can exercise the skills of more than that trade; such skills could include:
  - (i) air conditioning;
  - (ii) airbridges;
  - (iii) furnaces; or
  - (iv) working direct from plans.

#### **A.1.4 Technical services officer Level 3**

(a) An employee who:

- (i) exercises skills beyond that of a Level 2;
- (ii) is either in possession of a post trades certificate or equivalent; or
- (iii) exercises such a level of skill.

(b) **Examples of duties undertaken:**

- (i) Set up and operate moderately complex maintenance equipment.
- (ii) Work with limited guidance as necessary or supervise a small team of tradespersons on a straightforward task or process.

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- (iii) Exercise a level of multi-skilling beyond that of a Technical services officer Level 2.
- (iv) Assist in the drawing of plans or work of a technical nature in planning or other disciplines, with guidance of technical staff.
- (v) Provide training to Technical services officers Level 1 or others in basic systems, as appropriate to their level of expertise.

### A.1.5 Technical services officer Level 4

- (a) An employee who:
  - (i) exercises skills beyond that of a Technical services officer Level 3; and
  - (ii) has either completed the first year of an Advanced Certificate (part-time) or equivalent; or
  - (iii) exercises such a level of skill; and
  - (iv) undertakes straightforward tasks with guidance.
- (b) **Examples of duties undertaken:**
  - (i) Perform work requiring originality of thought and exercise of judgment and skill, with guidance from technical or professional staff.
  - (ii) Work on complex electrical/electronic or fluid power systems.
  - (iii) Work on Computer Aided Design and Drafting (CADD) terminals to an intermediate level of skill, and perform straightforward modifications to programs.
  - (iv) Supervise a mixed team of tradespersons and others in the exercise of their skills.
  - (v) Work in isolation from others (consistent with health and safety requirements) on complex equipment or from general plans.
  - (vi) Train others in problem solving in particular pieces of equipment.
  - (vii) Prepare briefs and working sketches for minor works.
  - (viii) Investigate technical requirements for airport departments.

### A.1.6 Technical services officer Level 5

- (a) An employee who:
  - (i) exercises the skills of a Technical services officer Level 4; and
  - (ii) has either completed an Advanced Certificate or equivalent; or
  - (iii) exercises such a level of skill.

**A.1.7 Technical services officer Level 6**

- (a) An employee who:
- (i) exercises skills beyond that of a Technical services officer Level 5; and
  - (ii) has completed the third year of an Associate Diploma or equivalent; or
  - (iii) exercises such a level of skills; and
  - (iv) undertakes moderately complex tasks with limited guidance.
- (b) **Examples of duties undertaken:**
- (i) Undertakes moderately complex tasks or processes in:
    - design, project planning or development;
    - utilisation of computer-based equipment for data acquisition and manipulation;
    - installation, testing, measurement, investigation or trial of facilities;
    - estimating and/or specifications;
    - utilisation of computers to develop and prepare data and/or drawings;
    - utilisation of computers for fault diagnostics and control within their own generic stream; and
    - supervision and planning.
  - (ii) Liaise with contractors and other groups.
  - (iii) Sound working knowledge of Aerodrome Operational and Safety Procedures.
  - (iv) Prepare or amend technical data for handbooks, manuals or instructions.
  - (v) May exercise limited supervision over subordinate staff.

**A.1.8 Technical services officer Level 7**

- (a) Due to the difference in management structure and scale of operation at each airport, the mix of duties and responsibilities for Technical services officer Level 7 positions may vary and, as such, are to be defined on a site-by-site basis.

The duties and responsibilities of a Technical services officer Level 7 can be separated into two categories:

- (i) Management; and
- (ii) Technical.

A Technical services officer Level 7 position may require the exercising of duties from one or both of these categories.

- (b) An employee who:
- (i) exercises skills beyond that of a Technical services officer Level 6; and
  - (ii) has completed an Associate Diploma or equivalent and/or is competent and exercises such a level of skill.
- (c) **Examples of duties undertaken:**
- (i) **Management**
    - Exercises management skills, with limited corporate impact.
    - Supervises and plans for the work of a group.
  - (ii) **Technical**
    - Provides technical guidance/advice to own work group.
    - Provides technical advice to other work groups and organisations.
    - Undertakes very complex duties with limited guidance involving planning, designing, organising or controlling particular processes/functions.
    - Inspects the work of contractors to ensure completion and compliance with relevant standards.
    - Directs a moderately complex maintenance program.
    - Performs detailed design work from the concept phase.
    - Writes technical instructions and procedures.
    - Collates and prepares information for design briefs.
    - Possesses computer skills appropriate to duties.
    - Develops and controls quality assurance programs, e.g. inspection program and project planning.

#### **A.1.9 Technical services officer Level 8**

- (a) Entry to the Technical services officer Level 8 classification can occur where an employee is required to:
- exercise skills and responsibilities beyond that of a Technical services officer Level 7;
  - has completed an Associate Diploma or equivalent and/or is competent and exercises such a level of skill; and
  - has successfully completed at least an additional three modules of accredited training at or beyond Associate Diploma level or equivalent and/or is competent and exercises such a level of skill.

**(b) Examples of duties undertaken:**

**(i) Management**

- A module or modules in contract engineering management.
- A module or modules in supervision.
- A module or modules in airport-identified management/supervisor development.
- A module or modules in quality management.

**(ii) Technical**

- A module or modules in data and communication networks, e.g. Local Area Network (LAN).
- A module or modules in electronic systems, e.g. security door locking systems—system configuration.
- A module or modules in thermal engineering/refrigeration, e.g. building services—control systems.
- A module or modules in power distribution, e.g. high voltage (HV) protection systems.
- A module or modules in civil design.
- A module or modules in project management.
- A module or modules in health surveying.
- A module or modules in application of building code.
- A module or modules in specification writing.
- A module or modules in quantities and estimates.
- A module or modules in computer aided drafting and design.

**A.1.10 Technical services officer Level 9**

**(a)** An employee who:

- (i)** exercises skills beyond that of a Technical services officer Level 8; and
- (ii)** has completed the fifth year (part-time) of a Diploma or equivalent; or
- (iii)** exercises such a level of skill.

**(b)** An employee should receive appropriate and relevant management training.

**(c) Example of duties undertaken:**

- (i)** Exercise management skills, with moderate corporate impact.
- (ii)** Provide technical guidance on very complex work.

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- (iii) Supervise and plan project work from the conceptual stage.
- (iv) Undertake work of a very complex nature, within broad guidelines.
- (v) Create detailed design criteria.
- (vi) Direct others in the preparation of technical data of handbooks, manuals or instructions.
- (vii) Prepare section budgetary estimates for manager(s).
- (viii) Deal with contractors and consultants on more complex matters.
- (ix) Conduct inspections during major works.
- (x) Have an understanding of personnel, occupational health and safety and industrial relations matters and be able to act in accordance with relevant policies and procedures.
- (xi) Approve project and maintenance items.
- (xii) Recommend cash payment for project (new work and maintenance items).
- (xiii) Possess computer skills appropriate to duties.

### A.1.11 Technical services officer Level 10

- (a) An employee who:
  - (i) exercises skills beyond that of Technical services officer Level 9; and
  - (ii) has completed a Diploma or equivalent; or
  - (iii) exercises such a level of skill.
- (b) **Examples of duties undertaken:**
  - (i) Manage areas of airport operations, with high corporate impact.
  - (ii) Manage major projects from the conceptual stage, within conceptual guidelines.
  - (iii) Direct the conduct of major works.
  - (iv) Provide technical guidance and advice to all levels of management.
  - (v) Manage major functions at an airport.
  - (vi) Provide operational and technical policy advice to corporate management.

## A.2 Administrative services officers

### A.2.1 Administrative services officer Level 1

Positions at this level require the application of skills involving clerical or operating tasks which are performed with close guidance using established routines, methods



and procedures. This requires the application of straightforward procedures, office skills and practices, including but not being limited to:

- providing reception services;
- straightforward operation of keyboard equipment;
- mail procedures;
- filing;
- photocopying;
- collating;
- collecting and distributing;
- carrying out routine checks by simple comparisons;
- simple coding;
- obtaining or providing information about straightforward matters and routine user maintenance of office equipment; and
- handling of money.

More experienced staff may be required to:

- follow and demonstrate an understanding of regulations, instructions and procedures;
- exercise initiative, within the scope of the job;
- assist new staff and provide guidance, advice and job training; and
- undertake secretarial duties.

#### **A.2.2 Administrative services officer Level 2**

Positions at this level require the application of skills involved in clerical or administrative procedures performed with guidance. They require relevant experience combined with a broad understanding of the employer's functions and a sound knowledge of the major activities performed within the work area. This is the first level which may contain moderately complex operational work and at which employees may assist with or review work undertaken by other employees.

Situations faced may be moderately complex yet broadly similar to past experiences. Solutions generally can be found in documented precedents or in regulations, procedures and instructions, although these may require some interpretation and application of judgment. There is scope for the exercise of initiative in application of established work practices and procedures.

Decisions made and discretion exercised are normally of limited procedural or administrative impact.

Primary processes at this level may include:

- preparation of routine correspondence and minutes;

- data maintenance;
- administrative support;
- liaison with other organisations and customers; and
- secretarial/personal assistant.

### **A.2.3 Administrative services officer Level 3**

Positions at this level operate with guidance within established work practices. Such work requires a thorough knowledge of program, process, policy or service aspects of the work performed within a functional element or a number of work areas.

This is the first level where tertiary qualifications may be required or desirable.

Primary processes at this level may include:

- provision of administrative support of a more complex nature than Level 2;
- the collection and analysis of data;
- the preparation of correspondence, reports and submissions including findings and recommendations;
- liaison with external organisations; and
- negotiations.

Positions at this level may have supervisory responsibilities over employees undertaking a variety of tasks or activities.

### **A.2.4 Administrative services officer Level 4**

Positions at this level operate with limited guidance in relation to established priorities and work practices.

Their responsibilities have limited corporate impact in terms of the employer's objectives.

Work may involve specialist subject matter of a professional, technical, project, procedural, or processing nature or a combination of these processes.

Primary processes at this level may include:

- preparation of very complex correspondence;
- preparation of procedural guidelines;
- provision of moderately complex information or interpretive guidance;
- exercising specific responsibilities;
- co-ordination;
- setting of priorities;

- monitoring the work of employees; and
- negotiations.

#### **A.2.5 Administrative services officer Level 5**

Positions at this level may undertake the management of a program or process of moderate corporate impact with limited guidance. Subordinate positions may include staff in technical, grounds or professional roles.

The primary processes at this level may include:

- moderate management responsibility for the operation of a discrete organisational element with limited guidance;
- supervising the operations of an organisational element of a larger department; and
- provision of very complex technical or professional advice.

Positions at this level would be expected to exercise limited management responsibility and set priorities and achieve objectives, monitor work flow and manage resources to meet objectives.

#### **A.2.6 Administrative services officer Level 6**

Positions at this level usually manage the operations of an organisational element or undertake a management function or provide administrative, technical or professional support within broad guidelines.

Such functions have direct significance for achievement of objectives of moderate corporate impact. Subordinate positions may include staff in technical, grounds and professional structures.

The primary processes at this level may include:

- providing subject matter expertise or policy advice across a range of programs or activities;
- liaison with other elements of the organisation, government/agencies, interests and community organisations;
- representing the employer at meetings, conferences and seminars; and
- budgeting and budget control.

At this level, supervision of staff may involve the exercise of technical or professional skill or judgment.

#### **A.2.7 Administrative services officer Level 7**

Positions at this level have high management responsibility over an organisation element and operate within conceptual guidelines and/or under the broad direction of a senior executive or fulfil a specialist role. Individuals have significant scope to exercise discretion in the day-to-day pursuit of objectives of moderate to high corporate impact.

Primary processes at this level may include:

- the initiation, development, implementation and review of policy and procedures;
- management of key program(s) or processes;
- provision of high level specialist advice;
- representing the employer's interest on specific issues at meetings, seminars or conferences; and
- liaison with government/agencies, industry bodies and organisations, including the provision of information on programs, processes or projects.

Work at this level requires the application of considerable professional or management knowledge or experience significantly in excess of Level 6 requirements.

### **A.3 Ground services officers**

#### **A.3.1 Ground services officer Level 1**

Employees perform a broad range of tasks with close guidance, using established routines, methods and procedures which require the application of basic skills.

A driver's licence is required for employment at this level.

This is the entry level. Initially tasks performed are of a simple/routine nature under close guidance.

(a) Typical Level 1 duties:

- (i) General labouring
  - including in support of other skills.
- (ii) Garbage collection
  - collect garbage within airport grounds and dispose of same.
- (iii) Cleaning
  - perform minor cleaning functions, excluding domestic cleaning.
- (iv) Traffic duties
  - perform general traffic control duties as directed.

(b) Typical equipment and machinery used at Level 1:

- all hand-held tools;
- powered post-hole digger;
- hand-held lawn mowers;
- concrete saw;

- vibrating plate;
- footpath sweeper;
- concrete and asphalt saw;
- tractors;
- multi-tyred roller;
- a line-marker;
- chain saw;
- truck over 3 tonne;
- water and chemical tanker; and
- wheeled tractor over 75 kW power.

### **A.3.2 Ground services officer Level 2**

Employment at this level requires an employee to be proficient in Level 1 and 2 duties as specified by local agreement.

**(a) Typical Level 2 duties:**

**(i) Traffic management**

- Control traffic as per airport by-laws.
- Conduct patrols.
- Issue infringement notices.

**(ii) Painting**

- Including but not limited to taxiway, runway and apron marking, gables, cones, gates and signs.
- Excluding buildings and signwriting.

**(iii) Security**

- General surveillance (comprising both patrols of airport and routine observation of events and conditions) and prompt, accurate reporting of situations as appropriate to fellow employees and supervisors and other relevant parties.
- Basic airport security training course, including knowledge of airport security plan procedures and guidelines.
- Control and operate surveillance monitoring systems for car parks, gates, aprons, public areas, etc.
- Report all security incidents.

- (iv) Mowing
  - Carry out mowing in landside and airside areas (ride-on mower, not tractor).
- (v) Concrete work
  - Including simple formwork, mixing, laying and finishing.
- (vi) Herbicide
  - Carry out application of herbicides.
- (vii) Aerodrome emergency procedures
  - Participate in emergency exercises.
- (viii) Radio procedures
  - Proficiency in operational and non-operational radio procedures consistent with the most efficient completion of duties at Level 2.
- (ix) General
  - Liaise with other employees on duty.
  - Assist/direct general public and other airport users.
  - Project a good image for the employer.

### A.3.3 Ground services officer Level 3

Employment at this level requires an employee to be proficient in Level 1–3 duties as specified by local agreement.

- (a) Typical Level 3 duties:
  - (i) Asphalt pavement work
    - Repair and maintenance of existing surfaces.
  - (ii) Maintenance and limited repair of a range of relevant equipment, including but not limited to plant, gates, fences, pipework, hoses, not requiring trade qualifications.
    - Report equipment failures or deficiencies.
  - (iii) Security
    - Patrol of airside/landside security barriers.
    - Surveillance of airside/landside barriers.
    - Control airside access and egress.
    - Patrol all airport buildings and facilities to ensure security is maintained.
    - Apron escorts as appropriate in the local context.

(iv) Tractors

- Operate tractors with attachments landside and airside under safety supervision.

**A.3.4 Ground services officer Level 4**

Employment at this level requires an employee to be proficient in Level 1–4 duties as specified by local agreement.

(a) Typical Level 4 duties:

(i) Security

- During security incidents liaise with and provide back up as required both to other employees and to relevant parties as advised locally.
- Advanced security training required.

(ii) Earthmoving and general

- Proficient in the operation of a wide range of general plant and equipment.
- Does not require safety supervision when operating airside, consistent with the most efficient completion of duties at Level 4.

(iii) Airport lighting

- In the absence of alternate maintenance arrangements, carry out routine low voltage lamp and lens replacement.

(iv) Training

- Assist with training of less experienced staff.

**A.3.5 Ground services officer Level 5**

Work is generally performed with guidance.

Employment at this level requires proficiency in duties at Levels 1–5 as specified by local agreement.

(a) Typical level 5 duties:

- Supervision and training of Levels 1–4 employees.
- Utilising a level of accredited safety skills.
- More complex operational work.
- Operation of heavy plant and equipment, and sewerage treatment plant.
- Levels 1–5 duties.
- Assist in the execution of Airport works programs.
- Incidental escorts and minor contract supervision.

- Leading hand(s) supervisory duties.
- (b) Typical equipment and machinery used at Level 5:
- Fork-lift.
  - Front end loader/backhoe.
  - Grader.
  - Runway sweeper.
  - Dozer.

#### **A.3.6 Ground services officer level 6**

Employment at this level requires an employee to be proficient in duties ranging to and including Level 6 duties as specified by local agreement.

- (a) Typical Level 6 duties:
- Prepare and report on activities.
  - Conduct bird counts.
  - Overseeing of ground running of aircraft.
  - Arrange and assist with removal of fuel and oil spills.
  - Conduct surveys of minor nature (e.g. set out level grids, maintain design levels during civil construction works, set out simple curves).
  - Be able to read and interpret plans for services and civil construction work.
  - Have a good working knowledge of rules, regulations pertaining to work duties (e.g. RPA's, airport technical manual, Civil Aviation Orders (CAO's) and Occupational Health and Safety (OH&S)).
  - Prepare correspondence, reports and records on matters relating to general maintenance.
  - Develop and implement the airport maintenance program and determine work priorities and allocation of staff and equipment resources on Group 2 and 3 airports.
  - Control of Method of work plans (MOWPs) of minor complexity.
  - Liaison with air traffic services, airport users and contractors.

#### **A.3.7 Ground services officer Level 7**

Employment at this level requires an employee to be proficient in duties ranging and including Level 7 duties as specified by local agreement.

- (a) Typical Level 7 duties:
- Airport safety inspection, removal of obstacles, dispersal of birds, escort duties, monitor airside contractor movement.



Parties are asked whether the acronym 'NOTAMS' should be written out in full.

- Raising of NOTAMS (countersigned if applicable).
- Liaison, co-ordination and direction in relation to method of work plan.
- Perform runway visual range assessments.
- Investigate and act on bird hazards.
- Marshalling of aircraft.
- Be proficient in procedures and participate in airport emergency procedures and exercises as required.
- Co-ordination of airside safety and security in the event of an emergency.
- Monitor aircraft parking.
- Assist in the administration of airport ground and building maintenance work programs, determine job priorities and the composition of maintenance units required for specific tasks.
- Exercise delegations.
- Develop and implement the airport maintenance program and determine work priorities and allocation of staff and equipment resources accordingly.
- Opportunity must be provided for employees to undertake further training in appropriate Level 8 duties and to commence studies for a supervision certificate or equivalent.

#### **A.3.8 Ground services officer Level 8**

Classification at this level can only occur with the specific approval of the general manager concerned.

The level has restricted application to individuals who exercise skills and/or responsibility which significantly exceed those at Level 7 but which are not sufficient to support reclassification to Level 9.

Typical duties would include any of the duties in the Level 7 range but would be likely to include a significantly higher level of responsibility associated with working alone and for liaison with clients on behalf of the employer.

#### **A.3.9 Ground services officer Level 9**

Employees at this level exercise a high degree of knowledge and skill in performing their duties and have supervisory and training responsibilities for staff employed at Levels 1–8.

Following conventional selection based on merit, appointment to a position at this level will require approval of the airport manager or general manager. Appointees will have commenced or completed studies for appropriate accreditation in supervisory skills or will exercise an equivalent level of skill and be proficient in lower level duties as specified by local agreement.

- (a) Typical Level 9 duties:
- Supervising and training Levels 1–8 staff.
  - Liaison with Air Traffic Services, airport users and contractors.
  - Responsible for security and safety of airside areas.
  - Responsible for co-ordination in the event of emergency.

#### **A.3.10 Ground services officer Level 10**

Employment at this level requires an employee to be proficient in lower level duties as specified by local agreement and to have successfully completed supervisory or equivalent studies or to exercise an equivalent level of skill.

#### **A.3.11 Ground services officer Level 11**

Employment at this level requires an employee to exercise skills beyond that of a Ground services officer Level 10 and have completed the first stage of an Advanced Certificate (part-time) or its equivalent or to exercise an equivalent level of skill.

- (a) Typical Level 11 duties:
- Raise NOTAMS.
  - Ensure airside contractors are supervised at all times.
  - Notify all changes in serviceability of the airport.
  - Prepare input for budgeting.
  - Staff rostering.
  - Provide input to monthly reports.
  - Investigate security breaches including liaison with local authorities.

### **A.4 Professional Engineers**

Note: A Professional engineer is an employee who possesses professional engineering qualifications

**Professional Engineering Qualifications** means qualifications that are recognised for membership of the Institution of Engineers Australia and will include such other qualifications as may be recognised by the employer.

#### **A.4.1 Professional engineer Level 1**

This is the Qualified engineer level. Under professional engineering supervision as to method of approach and requirements, performs normal engineering work and exercises individual judgment and initiative in the application of engineering principles, techniques and methods. Beginning as a Qualified Engineer, requires decreasing supervision and exercises increasing professional judgment to the level of Experienced Engineer. Essentially a performer of tasks, but may control small projects and supervise technical and other personnel, but not engineers.

#### **A.4.2 Professional engineer Level 2**

This is the engineer level where individuals perform normal engineering work under general direction, accepting technical responsibility for tasks, but with access to professional guidance. With experience and acquisition of mature judgment, the engineer performs professional engineering work which is novel, complex or critical, under board professional supervision and direction, thus achieving the professional autonomy phase of professional engineering. Recommendations are therefore usually accepted as technically accurate and feasible, but may be reviewed for soundness of judgment.

#### **A.4.3 Professional engineer Level 3**

At this level, the engineer may perform some of the duties of a managing engineer or specialist engineer under general guidance, but work is more supervisory than managerial and more tactical than strategic and the depth of expertise is usually no more than that expected of an engineer who has reached professional autonomy. As a team or project leader, may supervise and co-ordinate the work of engineers (not necessarily in the same discipline) and other personnel.

Note: Engineers at the top end of this level may be referred to as managing engineer or specialist engineer, as work accrues a more managerial and strategic content with involvement in policy formulation and advice to senior levels of management.

#### **A.4.4 Professional engineer Level 4**

Under broad policy control and direction, is a senior engineer practitioner or a managing engineer or a specialist engineer. Positions may encompass features of the managing engineer role with one of the other roles. Features of work include required comprehensive knowledge of policies, significant professional decision-making responsibility, provision of advice not usually subject to technical review and the absence of general guidance. Work is assigned in terms of broad objectives to be accomplished, and is reviewed against policy and for soundness of general approach.

Considerations such as size, complexity of the work and the scope of managerial responsibility differentiate Levels 4 and 5.

#### **A.4.5 Professional engineer Level 5**

Under broad policy control and direction, is a senior engineer practitioner or a managing engineer or an engineer with recognised pre-eminent industry knowledge.

Positions can encompass features of the managing engineer role with one of the other roles.

Features of work include required comprehensive knowledge, ability to identify policy needs and formulate proposals, very significant professional decision making responsibility and provision of advice at a level generally beyond the scope of Level 4, including advice or guidance on projects which have very significant corporate impact.

There is an absence of general guidance and work is monitored against broad objectives. Considerations such as size, complexity of the work and the scope of managerial responsibility differentiate Levels 4 and 5.

**Schedule B—Summary of Hourly Rates of Pay**

Monetary amounts in this clause adjusted as a result of AWR 2016

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

**B.1 Full-time and part-time employees**

**B.1.1 Technical services adult employees—ordinary, shiftwork and penalty rates**

	Day	Night shift	Non-rotating night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	100%	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
<b>Technical services assistant</b>	19.82	22.79	25.77	29.73	39.64	49.55
<b>Technical services officer</b>						
Level 1	20.61	23.70	26.79	30.92	41.22	51.53
Level 2	21.33	24.53	27.73	32.00	42.66	53.33
Level 3	22.71	26.12	29.52	34.07	45.42	56.78
Level 4	24.06	27.67	31.28	36.09	48.12	60.15
Level 5	24.62	28.31	32.01	36.93	49.24	61.55
Level 6	25.34	29.14	32.94	38.01	50.68	63.35
Level 7	26.73	30.74	34.75	40.10	53.46	66.83
Level 8	27.45	31.57	35.69	41.18	54.90	68.63
Level 9	29.61	34.05	38.49	44.42	59.22	74.03
Level 10	31.78	36.55	41.31	47.67	63.56	79.45

**B.1.2 Technical services adult employees other than shiftworkers—overtime rates**

	Monday to Saturday		Sunday
	First 3 hours	After first 3 hours	All hours worked
	% of minimum hourly rate		
	150%	200%	200%
	\$	\$	\$
<b>Technical services assistant</b>	29.73	39.64	39.64
<b>Technical services officer</b>			
Level 1	30.92	41.22	41.22

**Exposure draft – Airport Employees Award 2016**

	<b>Monday to Saturday</b>		<b>Sunday</b>
	<b>First 3 hours</b>	<b>After first 3 hours</b>	<b>All hours worked</b>
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 2	32.00	42.66	42.66
Level 3	34.07	45.42	45.42
Level 4	36.09	48.12	48.12
Level 5	36.93	49.24	49.24
Level 6	38.01	50.68	50.68
Level 7	40.10	53.46	53.46
Level 8	41.18	54.90	54.90
Level 9	44.42	59.22	59.22
Level 10	*	*	*

\*In accordance with clause 22.4, employees paid at or above the rate for Administrative services officer Level 6 are not entitled to receive overtime payment.

**B.1.3 Technical services adult shiftworker—overtime rates**

	<b>Monday to Friday</b>		<b>Saturday and Sunday</b>
	<b>First 3 hours</b>	<b>After first 3 hours</b>	<b>All hours worked</b>
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Technical services assistant</b>	29.73	39.64	39.64
<b>Technical services officer</b>			
Level 1	30.92	41.22	41.22
Level 2	32.00	42.66	42.66
Level 3	34.07	45.42	45.42
Level 4	36.09	48.12	48.12
Level 5	36.93	49.24	49.24
Level 6	38.01	50.68	50.68
Level 7	40.10	53.46	53.46
Level 8	41.18	54.90	54.90
Level 9	44.42	59.22	59.22

**Exposure draft – Airport Employees Award 2016**

	Monday to Friday		Saturday and Sunday
	First 3 hours	After first 3 hours	All hours worked
	% of minimum hourly rate		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	\$	\$	\$
Level 10	*	*	*

\*In accordance with clause 22.4, employees paid at or above the rate for Administrative services officer Level 6 are not entitled to receive overtime payment.

**B.1.4 Administrative services adult employees—ordinary, shiftworker and penalty rates**

	Day	Night shift	Non-rotating night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$	\$	\$
<b>Administrative services officer</b>						
Level 1	19.39	22.30	25.21	29.09	38.78	48.48
Level 2	21.92	25.21	28.50	32.88	43.84	54.80
Level 3	23.91	27.50	31.08	35.87	47.82	59.78
Level 4	25.73	29.59	33.45	38.60	51.46	64.33
Level 5	28.05	32.26	36.47	42.08	56.10	70.13
Level 6	31.11	35.78	40.44	46.67	62.22	77.78
Level 7	33.53	38.56	43.59	50.30	67.06	83.83

**B.1.5 Administrative services adult employees other than shiftworkers—overtime rates**

	Monday to Saturday		Sunday
	First 3 hours	After first 3 hours	All hours worked
	% of minimum hourly rate		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	\$	\$	\$
<b>Administrative services officer</b>			
Level 1	29.09	38.78	38.78
Level 2	32.88	43.84	43.84

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	<b>Monday to Saturday</b>		<b>Sunday</b>
	<b>First 3 hours</b>	<b>After first 3 hours</b>	<b>All hours worked</b>
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 3	35.87	47.82	47.82
Level 4	38.60	51.46	51.46
Level 5	42.08	56.10	56.10
Level 6	*	*	*
Level 7	*	*	*

\*In accordance with clause 22.4, employees paid at or above the rate for Administrative services officer Level 6 are not entitled to receive overtime payment.

**B.1.6 Administrative services adult shiftworkers—overtime rates**

	<b>Monday to Friday</b>		<b>Saturday and Sunday</b>
	<b>First 3 hours</b>	<b>After first 3 hours</b>	<b>All hours worked</b>
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Administrative services officer</b>			
Level 1	29.09	38.78	38.78
Level 2	32.88	43.84	43.84
Level 3	35.87	47.82	47.82
Level 4	38.60	51.46	51.46
Level 5	42.08	56.10	56.10
Level 6	*	*	*
Level 7	*	*	*

\*In accordance with clause 22.4, employees paid at or above the rate for Administrative services officer Level 6 are not entitled to receive overtime payment.

**B.1.7 Ground services adult employees—ordinary, shiftworker and penalty rates**

	Day	Night shift	Non-rotating night	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Ground services officer</b>						
Level 1	18.38	21.14	23.89	27.57	36.76	45.95
Level 2	18.81	21.63	24.45	28.22	37.62	47.03
Level 3	19.24	22.13	25.01	28.86	38.48	48.10
Level 4	19.82	22.79	25.77	29.73	39.64	49.55
Level 5	20.61	23.70	26.79	30.92	41.22	51.53
Level 6	21.33	24.53	27.73	32.00	42.66	53.33
Level 7	21.99	25.29	28.59	32.99	43.98	54.98
Level 8	22.42	25.78	29.15	33.63	44.84	56.05
Level 9	22.71	26.12	29.52	34.07	45.42	56.78
Level 10	23.00	26.45	29.90	34.50	46.00	57.50
Level 11	23.44	26.96	30.47	35.16	46.88	58.60

**B.1.8 Ground services adult employees other than shiftworkers—overtime rates**

	Monday to Saturday		Sunday
	First 3 hours	After first 3 hours	All hours worked
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Ground services officer</b>			
Level 1	27.57	36.76	36.76
Level 2	28.22	37.62	37.62
Level 3	28.86	38.48	38.48
Level 4	29.73	39.64	39.64
Level 5	30.92	41.22	41.22
Level 6	32.00	42.66	42.66
Level 7	32.99	43.98	43.98
Level 8	33.63	44.84	44.84
Level 9	34.07	45.42	45.42



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	<b>Monday to Saturday</b>		<b>Sunday</b>
	<b>First 3 hours</b>	<b>After first 3 hours</b>	<b>All hours worked</b>
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 10	34.50	46.00	46.00
Level 11	35.16	46.88	46.88

**B.1.9 Ground services adult shiftworkers—overtime rates**

	<b>Monday to Friday</b>		<b>Saturday and Sunday</b>
	<b>First 3 hours</b>	<b>After first 3 hours</b>	<b>All hours worked</b>
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Ground services officer</b>			
Level 1	27.57	36.76	36.76
Level 2	28.22	37.62	37.62
Level 3	28.86	38.48	38.48
Level 4	29.73	39.64	39.64
Level 5	30.92	41.22	41.22
Level 6	32.00	42.66	42.66
Level 7	32.99	43.98	43.98
Level 8	33.63	44.84	44.84
Level 9	34.07	45.42	45.42
Level 10	34.50	46.00	46.00
Level 11	35.16	46.88	46.88

**B.1.10 Professional engineer adult employees—ordinary, shiftworker and penalty rates**

	Day	Night shift	Non-rotating night	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	25.56	29.39	33.23	38.34	51.12	63.90
Level 1	26.55	30.53	34.52	39.83	53.10	66.38
Level 1	27.52	31.65	35.78	41.28	55.04	68.80
Level 2	28.89	33.22	37.56	43.34	57.78	72.23
Level 3	31.78	36.55	41.31	47.67	63.56	79.45
Level 4	34.67	39.87	45.07	52.01	69.34	86.68
Level 5	38.77	44.59	50.40	58.16	77.54	96.93

**B.1.11 Professional engineer adult employees other than shiftworkers—overtime rates**

	Monday to Saturday		Sunday
	First 3 hours	After first 3 hours	All hours worked
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	38.34	51.12	51.12
Level 1	39.83	53.10	53.10
Level 1	41.28	55.04	55.04
Level 2	43.34	57.78	57.78
Level 3	*	*	*
Level 4	*	*	*
Level 5	*	*	*

\*In accordance with clause 22.4, employees paid at or above the rate for Administrative services officer Level 6 are not entitled to receive overtime payment.

**B.1.12 Professional engineer adult shiftworkers—overtime rates**

	Monday to Friday		Saturday and Sunday
	First 3 hours	After first 3 hours	All hours worked
% of minimum hourly rate			
	150%	200%	200%
	\$	\$	\$
Level 1	38.34	51.12	51.12
Level 1	39.83	53.10	53.10
Level 1	41.28	55.04	55.04
Level 2	43.34	57.78	57.78
Level 3	*	*	*
Level 4	*	*	*
Level 5	*	*	*

\*In accordance with clause 22.4, employees paid at or above the rate for Administrative services officer Level 6 are not entitled to receive overtime payment.

**B.2 Casual employees**

**B.2.1 Casual technical services adult employees—ordinary, shiftworker and penalty rates**

	Day	Night shift	Non-rotating night	Saturday	Sunday	Public holiday
% of minimum hourly rate						
	125%	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$
<b>Technical services assistant</b>	24.78	27.75	30.72	34.69	44.60	54.51
<b>Technical services officer</b>						
Level 1	25.76	28.85	31.95	36.07	46.37	56.68
Level 2	26.66	29.86	33.06	37.33	47.99	58.66
Level 3	28.39	31.79	35.20	39.74	51.10	62.45
Level 4	30.08	33.68	37.29	42.11	54.14	66.17
Level 5	30.78	34.47	38.16	43.09	55.40	67.71
Level 6	31.68	35.48	39.28	44.35	57.02	69.69
Level 7	33.41	37.42	41.43	46.78	60.14	73.51
Level 8	34.31	38.43	42.55	48.04	61.76	75.49

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	<b>Day</b>	<b>Night shift</b>	<b>Non-rotating night</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
Level 9	37.01	41.45	45.90	51.82	66.62	81.43
Level 10	39.73	44.49	49.26	55.62	71.51	87.40

**B.2.2 Casual administrative services adult employees— ordinary, shiftworker and penalty rates**

	<b>Day</b>	<b>Night shift</b>	<b>Non-rotating night</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	\$	\$	\$	\$	\$	\$
<b>Administrative services officer</b>						
Level 1	24.24	27.15	30.05	33.93	43.63	53.32
Level 2	27.40	30.69	33.98	38.36	49.32	60.28
Level 3	29.89	33.47	37.06	41.84	53.80	65.75
Level 4	32.16	36.02	39.88	45.03	57.89	70.76
Level 5	35.06	39.27	43.48	49.09	63.11	77.14
Level 6	38.89	43.55	48.22	54.44	70.00	85.55
Level 7	41.91	46.94	51.97	58.68	75.44	92.21

**B.2.3 Casual ground services adult employees— ordinary, shiftworker and penalty rates**

	<b>Day</b>	<b>Night shift</b>	<b>Non-rotating night</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	\$	\$	\$	\$	\$	\$
<b>Administrative services officer</b>						
Level 1	22.98	25.73	28.49	32.17	41.36	50.55
Level 2	23.51	26.33	29.16	32.92	42.32	51.73
Level 3	24.05	26.94	29.82	33.67	43.29	52.91
Level 4	24.78	27.75	30.72	34.69	44.60	54.51
Level 5	25.76	28.85	31.95	36.07	46.37	56.68
Level 6	26.66	29.86	33.06	37.33	47.99	58.66
Level 7	27.49	30.79	34.08	38.48	49.48	60.47
Level 8	28.03	31.39	34.75	39.24	50.45	61.66

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	<b>Day</b>	<b>Night shift</b>	<b>Non-rotating night</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
Level 9	28.39	31.79	35.20	39.74	51.10	62.45
Level 10	28.75	32.20	35.65	40.25	51.75	63.25
Level 11	29.30	32.82	36.33	41.02	52.74	64.46

**B.2.4 Casual professional engineer adult employees— ordinary, shiftworker and penalty rates**

	<b>Day</b>	<b>Night shift</b>	<b>Non-rotating night</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Administrative services officer</b>						
Level 1	31.95	35.78	39.62	44.73	57.51	70.29
Level 1	33.19	37.17	41.15	46.46	59.74	73.01
Level 1	34.40	38.53	42.66	48.16	61.92	75.68
Level 2	36.11	40.45	44.78	50.56	65.00	79.45
Level 3	39.73	44.49	49.26	55.62	71.51	87.40
Level 4	43.34	48.54	53.74	60.67	78.01	95.34
Level 5	48.46	54.28	60.09	67.85	87.23	106.62

## Schedule C—Summary of Monetary Allowances

See clause 20—Allowances for full details of allowances payable under this award.

### C.1 Wage-related allowances:

Monetary amounts in this schedule adjusted as a result of AWR 2016

The wage-related allowances in this award are based on the standard rate as defined in clause 2 as the minimum annual rate for a Technical services officer Level 1 in clause 19.1(a) divided by 52 = **\$785.58**

Given the formula at clause 22.3(b) for converting the annual rate to a weekly rate, should this definition of 'standard rate' be refined and the percentages in clause C.1 recalibrated?

Allowance	Clause	% of standard rate	\$ per annum unless stated otherwise
Disability allowance—Technical or Ground services officers	20.2(a)(i)	0.10	0.79 per hour
Disability allowance—confined space (boiler)	20.2(a)(iii)	0.23	1.81 per hour
Disability allowance—maximum per hour	20.2(a)(iv)	0.15	1.18 per hour
Disability allowance—maximum per hour for confined space (boiler)	20.2(a)(iv)	0.23	1.81 per hour
Plumbers registration allowance	20.2(b)(i)	3.90	30.64 per week
First aid allowance	20.2(c)	2.00	15.71 per week
District allowance—employees with dependents:	20.2(d)		
Alice Springs		359	2820.23
Darwin		359	2820.23
Mt Isa		359	2820.23
Tennant Creek		715	5616.90
Townsville		149	1170.51
Yulara		359	2820.23
District allowance—employees without dependents:	20.2(d)		
Alice Springs		196	1539.74
Darwin		196	1539.74
Mt Isa		196	1539.74
Tennant Creek		442	3472.26
Townsville		75	589.19

Allowance	Clause	% of standard rate	\$ per annum unless stated otherwise
Yulara		196	1539.74

### C.1.1 Adjustment of wage-related allowances

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

### C.2 Expense-related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

The following expense-related allowances will be payable to employees in accordance with clause 20.3:

Allowance	Clause	\$
Tool allowance—tradesperson:	20.3(a)	
Carpenter/Plumber		20.50 per week
Electrician/Mechanic		14.84 per week
Painter		5.06 per week
Travel allowance	20.3(c)	5.53 per occasion
Meal allowance	22.10(b)	14.36 per occasion

### C.2.1 Adjustment of expense related allowances

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.

C.2.2 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:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Travel allowance	Private motoring sub-group

### C.3 Other allowances

Allowance	Clause	%	Payment detail
On call and stand-by allowance:	22.7(c)		
Monday to Friday	22.7(c)(i)	7.5%	% of the employee's minimum

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			hourly rate for each hour restricted
Saturday and Sunday	22.7(c)(ii)	10%	% of the employee's minimum hourly rate for each hour restricted
Public holidays and rostered days off	22.7(c)(iii)	15%	% of the employee's minimum hourly rate for each hour restricted

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## **Schedule D—School-based Apprentices**

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule E—Supported Wage System

Schedule updated in accordance with [PR581528](#)

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

**E.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### **E.3 Eligibility criteria**

**E.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**E.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

## **E.4 Supported wage rates**

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

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

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

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

## **E.5 Assessment of capacity**

**E.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**E.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

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

**E.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**E.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **E.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **E.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **E.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **E.10 Trial period**

**E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

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

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

**E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

## Schedule F—National Training Wage

### F.1 Title

This is the *National Training Wage Schedule*.

### F.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

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

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training

package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**Year 10** includes any year before Year 10

### F.3 Coverage

**F.3.1** Subject to clauses F.3.2 to F.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause F.7 to this schedule or by clause F.5.4 of this schedule.

**F.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.7 to this schedule.

**F.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify “any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997” that they consider should not be covered by this Schedule.

**F.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**F.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**F.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

**F.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**F.5 Minimum Wages**

**F.5.1 Minimum wages for full-time traineeships**

**(a) Wage Level A**

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:

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

**(b) Wage Level B**

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

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

**(c) Wage Level C**

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

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

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

- (i) Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

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

**(a) Wage Level A**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:



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

**(b) Wage Level B**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

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

**(c) Wage Level C**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause F.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

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

(i) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)–(e) of this

schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **F.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **F.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause F.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **F.6 Employment conditions**

- F.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- F.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- F.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause F.5.2(f)(ii) and not by this clause.

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

**F.7 Allocation of Traineeships to Wage Levels**

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

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

**F.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III

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<b>Training package</b>	<b>AQF certificate level</b>
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

**F.7.2 Wage Level B**

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

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

**F.7.3 Wage Level C**

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

## Schedule G—2016 Part-day Public Holidays

This provision is being reviewed in [AM2014/301](#)

Schedule G amended in accordance with [PR580863](#)

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

- G.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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- (h)** Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

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

DRAFT



**Schedule H—Agreement to Take Annual Leave in Advance**

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582956](#)

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR582956](#)

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_