

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

OVERSEAS AIRLINES (INTERIM) AWARD 1999

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*

**OVERSEAS AIRLINES AWARD 1994**

(ODN C No. 21819 of 1992)

[Print L5762 [O0054]]

(C No. 00114 of 1998)

Various employees

Airline operations

COMMISSIONER WILKS

SYDNEY, 15 JANUARY 1999

*Award simplification*

## ORDER

### **A. Further to the decision issued by the Commission 15 January 1999, Print R0807 the above award is varied as follows:**

By deleting all clauses, schedules and appendices and inserting the following:

#### **PART 1 - APPLICATION AND OPERATION OF THE AWARD**

##### **1. AWARD TITLE**

The title of this award is the Overseas Airlines (Interim) Award 1999.

##### **2. ARRANGEMENT**

This award is arranged as follows:

##### **Part 1 - Application and operation of award**

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Parties bound and coverage of award
7. Relationship with other awards

##### **Part 2 - Award flexibility**

8. Enterprise flexibility
9. Special conditions
10. Index of facilitative provisions

##### **Part 3 - Dispute resolution**

11. Procedures for the avoidance of industrial disputes

##### **Part 4 - Employer and employee duties, employment relationship and related arrangements**

12. Employer and employee duties
13. Types of employment
14. Stand down
15. Termination of employment

##### **Part 5 - Wages and related matters**

16. Rates of pay
17. Allowances
18. Payment of salaries

##### **Part 6 - Hours of work, shiftwork, meal breaks, overtime and sunday work**

19. Hours of work
20. Breaks
21. Overtime
22. Sunday work

## **Part 7 - Leave of absence and public holidays**

23. Annual leave
24. Personal/carer's leave (incorporating sick leave and bereavement leave)
25. Parental leave
26. Jury service
27. Long service leave
28. Public holidays

## **Part 8 - Index of clauses**

### **3. ANTI-DISCRIMINATION**

**3.1** The parties bound by this award intend to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting the value and diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**3.2** Accordingly, in fulfilling their obligations under clause 11 - Procedures for the Avoidance of Industrial Disputes, the parties to this award will make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

**3.2.1** Nothing in this clause is taken to affect:

**3.2.2** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

**3.2.3** junior rates of pay until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;

**3.2.4** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

**3.2.5** the exemptions in s.170CK(3) and (4) of the Act.

### **4. DEFINITIONS**

**4.1 Act** means the *Workplace Relations Act 1996*, as amended from time to time.

**4.2 Commission** means the Australian Industrial Relations Commission.

**4.3 Union** means the Australian Municipal, Administrative, Clerical and Services Union (ASU).

**4.4 Employer** means a respondent to this award as set out in Schedule A hereof.

**4.5 System of work** means work as a day worker or as a shift worker on any combination of day, afternoon, night or early morning shifts.

## **5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION**

This award comes into force on 15 January 1999 and is in force for a period of twelve months.

## **WGNETSTART\_DOCASSOC\_06. PARTIES BOUND AND COVERAGE OF AWARD**

This award is binding on the employers listed in Schedule A hereof and the Australian Services Union, its employees and members in respect to employees whether or not members of the Union employed within the scope of this award.

## **7. RELATIONSHIP WITH OTHER AWARDS**

This award supersedes the Overseas Airlines Award 1994. No rights, obligations or liabilities incurred or accrued under that award are affected by the supersession.

## **PART 2 - AWARD FLEXIBILITY**

### **8. ENTERPRISE FLEXIBILITY**

**8.1** If an employer or employee/s and the Union, or other employee representatives wish to pursue an agreement at the enterprise or workplace about how the award should be varied as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process will apply.

**8.1.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.

**8.1.2** For the purpose of the consultative process the employees may nominate the Union or other employee representative to represent them.

**8.1.3** Neither the Union nor the Company will unreasonably withhold consent.

**8.1.4** If agreement is reached an application will be made to the Commission.

### **9. SPECIAL CONDITIONS**

**9.1** To meet special circumstances, the employer may, with the agreement of the employee, work such employee at such times and under such conditions as may be mutually agreed. Such special conditions will be set out in writing and will be signed by the employer and employee.

**9.2** The special conditions referred to in 9.1 above will not disadvantage employees and will be subject to the no disadvantage test. Employees may request assistance from the Union or other employee representative.

**9.3** Salaries and conditions applying to employees covered by this award who are to be based overseas will be governed by agreement to be drawn up by the employer and signed by employees at their home base prior to their departure to take up their duties overseas.

**9.4** The employer will keep a copy of any special conditions agreed (including any alterations) for the duration of the award and a copy will be provided to the employee.

### **10. INDEX OF FACILITATIVE PROVISIONS**

**10.1** A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union or an employee, or the

majority of employees, in the enterprise or workplace concerned.

## **[10.2 varied by Con-a from 15Jan99]**

**10.2** Facilitative provisions in this award are contained in the following clauses:

<b>Subject matter</b>	<b>Clause number</b>
Special Conditions	9
Payment of Salaries	18.1.2
Hours of Work	19.1.3
	19.2.1(a)
	19.2.1(b)
	19.2.2
	19.2.3
	19.3.1
	19.3.4(e)
Meal Breaks	20.1
	20.3.3
Overtime	21.6
Sunday Work	22.2
Annual Leave	23.4.2
	23.4.3
Public Holidays	28.4

## **PART 3 - DISPUTE RESOLUTION**

### **11. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES**

**11.1** In the event of a dispute arising in the workplace, the procedure to resolve the matter will be:

**11.1.1** The employee and the employee's supervisor meeting and/or conferring on the matter.

**11.1.2** If the matter is not resolved, the parties will arrange for further discussions between the employee and their nominated representative, if any, and more senior levels of management.

**11.2** If the matter is still not resolved, the matter will be discussed as follows:

**11.2.1** Between the representative of the employer and the Branch Secretary of the Union or other employee representative.

**11.2.2** If the matter is not resolved, it will be discussed between the representative of the employer and the Federal body of the Union, if appropriate, or other employee representative.

**11.3** If the matter is not resolved, it may be referred to the Commission.

**11.4** While the parties attempt to resolve the matter, work will continue as directed unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee will not unreasonably fail to comply with a direction of the employer to perform other available work, whether at

the same or another workplace, that is safe and appropriate for the employee to perform.

## **PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **12. EMPLOYER AND EMPLOYEE DUTIES**

**12.1** An employee may be required to work as a day worker or as a shift worker on any combination of day, afternoon, night or early morning shifts (whether on continuous work or not) at the rates applicable. An employee will transfer from one of those systems of work to another in accordance with such requirements.

**12.2** Employees will perform duties in lower grades of this award if and when required without any reduction in salary.

### **13. TYPES OF EMPLOYMENT**

#### **13.1 General**

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

- probationary employees;
- temporary employees;
- full-time employees;
- part-time employees.

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

**13.1.3** Upon appointment or promotion to a new position, employees will be given a letter of confirmation of their appointment or promotion, which will include the appropriate salary range.

#### **13.2 Probationary employment**

**13.2.1** Existing employees may be appointed to a new position on a probationary basis for a period of up to three months. This period may be extended, if necessary, to a period of up to six months.

**13.2.2** New employees may be appointed to a position on a probationary basis for a period of up to six months. This period may be extended, if necessary, to a period of up to twelve months.

#### **13.3 Temporary employment**

**13.3.1** An employer may engage persons for a specific period of time or for specific tasks.

**13.3.2** Temporary employees may have their period of employment extended by agreement between the employer and employee.

### **13.4 Full-time employment**

Employment for employees in Levels 1 to 3 will be by the week and by the month for employees in Level 4 and above.

### **13.5 Part-time employment**

**13.5.1** An employer may employ part-time employees in any classification covered by this award.

**13.5.2** Before commencing a period of part-time employment under this award, the employee and the employer will agree upon the days/the hours to be worked and commencing/finishing times.

**13.5.3** Part-time employees in Levels 1 to 3 will be employed by the week and part-time employees in Levels 4 and above will be employed by the month.

**13.5.4** Part-time employees may be engaged on day work or shift work in accordance with the provisions of this award.

**13.5.5** Part-time employees will receive pro-rata entitlements in respect of sick, annual and long service leave and other award benefits where appropriate.

**13.5.6** The weekly hours for part-time employees will be less than 38 and the spread of ordinary hours prescribed in clause 19 - Hours of Work, will apply to part-time employees. The arrangement of part-time hours may be varied by agreement between the employer and the employee.

**13.5.7** The minimum consecutive daily hours of work for part-time employees will be four.

**13.5.8** Clause 19 - Hours of Work, clause 21 - Overtime, clause 22 - Sunday Work and clause 28 - Public Holidays, will apply, as appropriate, to part-time employees.

**13.5.9** An unpaid meal break of not less than 30 minutes will be provided to part-time employees after five hours work.

**13.5.10** Part-time employees will for each hour worked be paid an hourly rate equal to the appropriate weekly rate divided by 38.

## **14. STAND DOWN**

An employer may deduct payment for any day or part of a day on which the employee cannot be usefully employed because of a strike, stopwork meeting or any cause for which the employer cannot reasonably be held responsible.

## **15. TERMINATION OF EMPLOYMENT**

### **15.1 Notice of termination of employment by the employer**

**15.1.1** In order to terminate the employment of an employee, the employer will give an employee the following notice pursuant to S170 CM (2) of the Act.

**Employee's period of continuous service with the employer**

Not more than 1 year

**Period of notice**

At least 1 week

More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice is increased by one week for employees over 45 years old who have completed two years continuous service with the employer.

**15.1.2** Notice may be given at any time during the week or month as the case may be.

**15.1.3** If the employer fails to give the required notice, payment in lieu of such notice will be made by the employer for the remainder of the period of notice.

**15.1.4** Payment in lieu of notice will be calculated on the wages the employee would have received for all ordinary time which would have been worked during the notice period if their employment had not been terminated.

**15.1.5** The period of notice prescribed in this clause does not apply to temporary employees engaged for a specific period of time or for the purpose of undertaking a specific task or tasks.

**15.1.6** The period of notice required under this clause will not apply to employees whose employment is terminated on grounds which justify instant dismissal.

## **15.2 Notice of termination of employment by an employee**

**15.2.1** In order to terminate their employment, weekly employees will give to the employer one week's notice and a monthly employee one month's notice as the case may be.

**15.2.2** Notice may be given at any time during the week or month as the case may be.

**15.2.3** If the employee fails to give the required notice, the employee will forfeit the amount of salary equivalent to the notice not given.

## **15.3 Variation of period of notice**

Any period of notice of termination required under this award may be varied by mutual agreement between the employer and the employee.

# **PART 5 - WAGES AND RELATED MATTERS**

## **16. RATES OF PAY**

**16.1** The salary ranges for employees covered by this award will be as follows:

### **16.1.1 Juniors**

<b>Age</b>	<b>Percentage of 1st Year of Service for Level 1 Adults</b>
At 16 Years and Under	50%
At 17 years	55%
At 18 Years	65%
At 19 Years	75%
At 20 Years	90%

Where junior employees are appointed to a position which is classified in Level 2 or Level 3 of this award, they will be paid the adult rate applicable to the position. Provided however, where junior employees are not performing the full range of duties of the Level 2 or Level 3 position, then they will be paid the appropriate junior percentage of the first year rate of the level for the position.

### **16.1.2 Classification and wage structure**

[16.1.2 substituted by V001; varied by V001a; substituted by V002 V002a PR905706 PR918635 PR932633 PR948515 PR959872; Clerical and salaried staff title changed and substituted by PR961750 ppc 19Aug05]

#### **16.1.2(a) Introduction**

**16.1.2(a)(i)** This clause contains descriptors covering six levels (A – F).

**16.1.2(a)(ii)** Each level contains generic descriptors of the skill level required and some indicative duties performed at the level.

**16.1.2(a)(iii)** An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of the Award, provided that such duties are not designed to promote de-skilling.

#### **16.1.2(b) Applying the skill descriptors**

**16.1.2(b)(i)** Positions should be evaluated as a whole after being revised against the generic descriptors and tested against the typical duties.

**16.1.2(b)(ii)** The generic descriptors are on a graduated scale. When determining what classification level to classify an employee at, the parties should determine the skills required by the employee to perform their job in the enterprise.

**16.1.2(b)(iii)** If skills are identified which are not regularly used by an employee the following provisions apply:

**16.1.2(b)(iv)** When the skills and knowledge are regarded as part of the employee's duties, then they count towards the employee's classification.

**16.1.2(b)(v)** When the skills and knowledge are not regarded as part of the employee's duties, and are only used when the employee is specifically requested to do so, or is temporarily transferred to a different position, the higher duties clause in the award should be used.

**16.1.2(b)(vi)** Employees who are new to the enterprise shall be classified at a level consistent with the skills and knowledge they are required to exercise in their role.

**16.1.2(b)(vii)** Progression through the structure will not be based upon years of service but subject to the demonstration of skills, knowledge, and accountability appropriate to a higher level.

#### **16.1.2(c) Generic descriptors**

The generic descriptors outline in general terms the knowledge, problem solving and accountability required to complete the job in a satisfactory manner.

##### **16.1.2(c)(i) Knowledge**

This part covers the knowledge and skill required to complete the job in a satisfactory manner. It includes both the level and type of knowledge and experience.

### **16.1.2(c)(ii) Problem solving**

This part covers the complexity inherent in the problem solving. It includes:

- the extent to which guidance is available and the extent to which rules and precedents apply,
- the level of analysis required and
- the extent to which judgement is required.

It includes both degree of difficulty and freedom to think.

### **16.1.2(c)(iii) Accountability**

This part covers the extent to which the position:

- is accountable for producing an identifiable, measurable end result during a defined time frame, and
- has the authority to act and to approve or make decisions.

It includes:

- the type and extent of impact over organisational resources,
- freedom to act,
- impact on end result, and
- the scope and breadth of responsibility, including degree of responsibility for the work of others.

### **16.1.2(c)(iv) Typical duties**

- The typical duties provide assistance in interpreting the generic descriptors. These duties are representative of core functions and activities performed at a particular level. The clause does not contain an exhaustive list of duties.
- The typical duties are cumulative so skills at a lower level may be required at a higher level although they may not specifically be mentioned.
- At the lower levels of the structure (where jobs are typically less specialised), it may be appropriate to analyse typical duties as against customer service and/or, airline industry and/or, business/financial and/or, technology.
- Airline Industry – describes typical duties for job functions which are in the airline industry.

- Customer Service – describes typical duties for employees whose primary job function involves client/customer contact. An employee engaged within this business unit will demonstrate appropriate customer service and communication skills as a basic requirement.
- Business/Financial – describes typical duties for employees whose primary job function is in a supporting role for the business and has limited or no direct customer contact. This unit encompasses accounting duties and payroll, and at a higher level, the preparation of financial reports and budgets.
- Technology – describes typical duties for employees required to demonstrate an understanding of information technology processes and systems from the user perspective. Employees engaged at lower levels may be required to understand and operate IT systems in the context of their broader job role. At higher levels, employees have a more specialised role that may require demonstrated knowledge in areas such as trouble-shooting and the maintenance of IT systems within the enterprise.

#### 16.1.2(d) Wage structure

Band	Relationship to CIO	\$
A	94%	32,595
B	100%	34,619
C	110%	37,993
D	125%	43,053
E	145%	49,800
F	155%	53,173

#### 16.1.2(e) Band A

Band A is not intended as the entry point for all new employees to the enterprise but is the level where new employees with no industry experience can gain competency in the basic industry skills and skills required by the employer. At this level those basic industry skills are identified under Airline Industry. The substantive positions at this level are also detailed in the typical duties descriptors.

#### 16.1.2(e)(i) Knowledge

The work at this level is standardised and highly structured. Usually, work will be performed within established routines, methods and procedures.

#### 16.1.2(e)(ii) Problem solving

Work is performed following set procedures or operating guidelines.

Employees at this level perform tasks using a limited range of skills and knowledge acquired through education, training and working under direct supervision.

### 16.1.2(e)(iii) Accountability

Work is regularly checked or monitored and is subject to regular evaluation.

### 16.1.2(e)(iv) Typical duties

<b>Airline Industry</b>	Knowledge of company structure, products and customers Provides assistance after identifying passenger needs Maintains security of information Apply lounge access policy and greets passengers at reception Assist with international arrivals and departures Identifies customer/passenger profiles Entry level for eventual Band B positions where employees need to gain competency in basic industry skills and skills required by the employer in cargo operating systems or the reservations operating system or check-in functions It is expected that to gain competency in these areas will take no more than 6 months. New employees to the enterprise will also be engaged consistent with the probationary provisions of the Award
<b>Customer Service</b>	Identify customer needs and re-direct enquiries where appropriate Identifies key functions and personnel Provides information from own function area
<b>Technology</b>	Operate computer applications and office equipment appropriate to the task to be completed Demonstrates knowledge of basic PC skills Open computer file, retrieve and copy data
<b>Business/ Financial</b>	Carries out simple banking activities General data entry Applies office procedures, including administration duties Handles incoming/outgoing mail and distributes accordingly Operate switchboard systems and data entry General administration duties including filing, photocopying, collating and faxing information Meet and greet guests, issue guest passes, re-direct enquiries where appropriate.

### 16.1.2(f) Band B

#### 16.1.2(f)(i) Knowledge

An employee at this level will exhibit knowledge of the industry in which the enterprise operates and be able to provide more detailed advice and information on the organisation's products/services than at Band A.

#### 16.1.2(f)(ii) Problem solving

The ability to make judgments between clearly defined alternative actions is required at this level.

The work is more varied and less structured than positions at Band A. An employee in Band B is able to make general decisions.

**16.1.2(f)(iii) Accountability**

Employees at this level will perform work subject to regular evaluation and monitoring.

An employee at this level may assist staff in their own work group or team, including buddy training (as directed), but is not accountable for the work of others.

**16.1.2(f)(iii) Typical duties**

<b>Airline Industry</b>	<p>Check-in (including groups) - collect ticket coupon, tag baggage, issue boarding passes, check passports and visas, accept and weigh bags, and collect excess baggage charges where appropriate</p> <p>Perform appropriate cargo functions including retrieval and checking of documentation from aircraft</p> <p>Report and trace lost and damaged baggage and baggage that arrives without a passenger</p> <p>Apply safety and security procedures to the loading of freight</p> <p>Performs functions as directed at customer service desk including flow forward, standby, upgrades, and implement delay handling procedures under direct guidance</p> <p>Provide information on itineraries, fares and fare rules</p> <p>Utilise airline ticketing system to quote issue and re-issue tickets as appropriate</p>
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<b>Customer Service</b>	<p>Handles inquiries, complaints and problems and follows up when appropriate</p> <p>Actions customers/passengers needs.</p> <p>Attempt first call resolution to customer queries</p> <p>Convert telephone customer enquiries to sales for revenue by suggesting appropriate predefined alternatives to maximise selling opportunities</p>
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<b>Technology</b>	<p>Applies knowledge of various systems and software applications.</p> <p>Familiarity with MS Office functions</p> <p>Receives and processes any requests for information</p> <p>Inputs and accesses information and performs routine functions on computer based systems appropriate to the position</p> <p>Edit and save information</p>
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<b>Business/Financial</b>	<p>Prepares and records general accounting documents including cheques and invoices</p> <p>Prepares statements for debtors</p> <p>Carries out simple bank reconciliation</p>
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Reconciles statements for debtors Posts journals to ledgers Receives and documents payments/takings such as: receiving money, paying out petty cash, balancing own float at end of day and entering data Actions telephone, oral and written requests for information and handles general correspondence. Follows up and records outstanding accounts Processes invoices and follow-up payment for invoices
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**16.1.2(g) Band C**

**16.1.2(g)(i) Knowledge**

Employees in Band C utilise a greater depth or breadth of knowledge of product, company policies, procedures and standards as defined in the enterprise than at Band B.

**16.1.2(g)(ii) Problem solving**

They may be required to co-ordinate the work of others and some discretion and judgment is required. An employee at this level may assist in developing solutions for operational problems within the area of responsibility.

**16.1.2(g)(iii) Accountability**

An employee at this level will perform work under limited supervision with checking related to overall progress and defined outcomes.

An employee at this level may assist with training as required through demonstration and explanation, but is not accountable for the work of others.

**16.1.2(g)(iv) Typical duties**

<b>Airline Industry</b>	Book and coordinate special cargo arrangements Responsible for securing the arrival, stowage and dispatch of valuable cargo Performs functions at customer service desk including flow forward, standby, upgrades, and implement delay handling procedures with limited or no guidance Ability to construct and quote complex and/or non automated fares and/or taxes and issue all ticketing documentation including manual tickets as required
<b>Customer Service</b>	Clarifies specific needs of clients/other employees and follows up where necessary Identifies options for resolution and acts within defined parameters Conducts research as directed regarding customer trends
<b>Technology</b>	Applies detailed knowledge of various systems and software applications to create and maintain generic databases such as Microsoft Access or Excel Ability to use skills for system backup and support Trains others in the use of office systems and equipment Identifies and/or rectifies minor faults in equipment

	Creates and maintains generic databases
<b>Business/ Financial</b>	Administers cash handling procedures Co-ordinates appointments and related follow-up action Organises business itineraries/meetings and conferences Creates and maintains generic databases Identifying discrepancies and resolving discrepancies, within operating guidelines Prepares and reconciles airline accounting documents including Agency Debit Memos, Agency Credit Memos and Ticketing Summary Report

## 16.1.2(h) Band D

### 16.1.2(h)(i) Knowledge

Employees at this level require well-developed analytical, decision-making and communication skills and the ability to offer end-to-end solutions.

### 16.1.2(h)(ii) Problem solving

Employees exercise discretion and judgement within the range of their skills and knowledge, which may be varied or highly specific.

### 16.1.2(h)(iii) Accountability

Employees at this level are responsible and accountable for their own work in meeting prescribed deadlines, performance and targets. Employees in Band D may be responsible for the supervision of others and coordinating those within the team

The employee may be called upon to monitor work quality and performance of those in lower grades and assist managers with assessing staff performance.

### 16.1.2(h)(iv) Typical duties

<b>Airline Industry</b>	Responsibility for weight and balance function (including production of load sheets) for single aircraft type / own airlines requirements Provides detailed information and advice. Initiates and organises delay handling procedures
<b>Customer Service</b>	Implement new/improved systems, as directed Maintains professional relationships with customers Assists in coordinating staffing resources at operational areas Handles sensitive inquiries with tact and discretion Identifies options for resolution and takes appropriate action Resolves customer complaints Research and collate data from various sources Recognise trends in client requirements. Identifies and uses alternative information source/s. Determine problems and potential problems and takes corrective action

<b>Technology</b>	Participates in evaluation of computer systems and programmes. Defines, clarifies and analyses data from database. Follows procedures for security of information systems. Uses a range of computer software applications to produce reports Assist and train network users
<b>Business/ Financial</b>	Administers and processes payment of wages and salaries to ensure compliance with legislative requirements. Ensures quality of payroll system Investigates anomalies in ledger account reconciliation and journal entries to ensure compliance with standard procedure Carries out more complex bank reconciliation Follow-up on outstanding debts Assists in the preparation of rosters and general work allocation Monthly reconciliation of ledgers and accounts as per company procedure and appropriate internal and external follow-up where necessary

### 16.1.2(i) Band E

#### 16.1.2(i)(i) Knowledge

Employees in Band E apply specialised knowledge with substantial depth in some areas. A detailed understanding of work practices and procedures is required as is the application of well-developed negotiation skills.

#### 16.1.2(i)(ii) Problem solving

There is scope for staff to exercise initiative and discretion at this level in applying knowledge of procedures, policies and precedents.

#### 16.1.2(i)(iii) Accountability

Employees at this level are not closely supervised. Supervision is largely by checking overall progress and assistance may be available upon request.

An employee at this level may be accountable for planning and coordinating resource requirements within the work group. They may be accountable for developing and coaching team members, including assisting in conducting performance appraisals and formal counseling.

#### 16.1.2(i)(iii) Typical duties

<b>Airline Industry</b>	Organise and monitor customer service procedures to ensure on-time aircraft departure Supervise and coordinate the customer service team on a shift to achieve prescribed outcomes Awareness of company legal obligations such as OH&S and environmental legislation
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<b>Customer Service</b>	<p>Identifies opportunities to generate revenue from internal/external sources</p> <p>Assist with the development and implementation of new/improved systems</p> <p>Monitors and reports on third party providers</p> <p>Resolves disputes and difficult situations, when required</p> <p>Implement company policies and procedures</p> <p>Provides recommendations on changes to current service provision and resource allocation where appropriate</p> <p>Drafts report and correspondence containing recommendations, where appropriate</p> <p>Conducts in-depth research from various sources</p> <p>Ensure department Key Performance Indicators are met</p> <p>Coordination of customer service team including coordinating daily staffing levels, providing feedback and providing input into performance planning and review.</p> <p>Assists with the development and implementation of targeted sales and marketing activities</p>
<b>Technology</b>	<p>Updates and maintains information systems</p> <p>Designs specialised document formats</p> <p>Maintains security of information systems</p> <p>Evaluates computer systems and programmes when required</p> <p>To determine future technological resource requirements</p> <p>Assist with the development of options for future strategies</p>
<b>Business/Financial</b>	<p>Ensures quality and integrity of payroll system</p> <p>Assists with the preparation of financial reports</p> <p>Drafts financial forecasts and budgets</p> <p>Undertakes and documents costing procedures</p> <p>Control of tax matters</p> <p>Pursues debt collection in accordance with credit policy</p> <p>Assist in the development and review of accounting practices and company policies to ensure adequate internal controls</p> <p>Ensure staff are adequately trained in company processes</p> <p>Assist in updating training modules to ensure service standards are met</p> <p>Responsibility for delivering training and developing and conducting training needs analysis</p>

### 16.1.2(j) Band F

#### 16.1.2(j)(i) Knowledge

Positions at this level require greater adaptability in problem solving, such as the modification of

existing practices and procedures.

**16.1.2(j)(i) Problem solving**

Employees at Band F are able to solve problems by identifying and assessing internal and external factors impacting on service delivery; and using judgment to find the best solution.

**16.1.2(j)(i) Accountability**

An employee at this level may have responsibility for providing support to managerial staff through ensuring that the work team meets set objectives and in the development of business strategies.

Functions at this level may entail responsibility for operations and/or staff and require highly developed supervisory skills.

**16.1.2(j)(i) Typical duties**

<p><b>Airline Industry</b></p>	<p>Responsible for initial incident investigation            Ensure all flights are well managed ensuring all revenue opportunities            Project future roster requirements and create long-term rosters.            Evaluate opportunities for direct sales ensuring maximum yield and revenue</p>
<p><b>Customer Services</b></p>	<p>Establishes and maintains a small relationship network            Advises, consults and/or liaises with staff, customers and suppliers on a range of issues            Develop and implements new/improved systems            Resolves disputes and difficult situations between employees            Represents company at meetings, as directed            Assists with the development of options for future strategies            Identifies need for research and documentation            Analyses information, reviews recommendations and implements outcomes, where applicable.            Assists with planning to match future requirements with resource allocation            Provides advice to more senior management            Coordinate customer service training            Ensures company compliance with legislative requirements such as OH&amp;S and environmental legislation</p>
<p><b>Technology</b></p>	<p>Identifies business requirements and works with IT specialists and managers to develop new applications/systems to support the business</p>
<p><b>Business/Financial</b></p>	<p>Prepares standardised board reports            Finalises financial forecasts and budgets where required            Investigate and interpret budgetary and account movements            Report on actual budgetary movements and predicted trends to broader management team</p>

## **16.1.2A Transitional arrangements**

[16.1.2A inserted by PR961750 ppc 19Aug05]

**16.1.2A(a)** Following the variation to the Award to incorporate the new classification structure, there will be a translation period of three months. During this period, organisations must classify employees using the new classification structure.

**16.1.2A(b)** The following principles are applicable to the translation of employees from the old classification structure to the new structure.

**16.1.2A(b)(i)** Any wage increases which result from the implementation of the new classification structure are operative from the date which the employer translates the relevant employee to the new structure. This date should be no later than the expiry of the three-month translation period.

**16.1.2A(b)(ii)** An employee is not entitled to a wage increase where their actual rate of pay is higher than the award rate of pay under the Award for the relevant new classification. This principle applies regardless of the date of translation from the old to the new classification structure and regardless of whether or not such translation occurs during the three-month translation period.

**16.1.2A(b)(iii)** If immediately prior to the variation to the Award being made, an employee was receiving a salary in accordance with this Award which was greater than the minimum rate for the new classification level, the employee will continue to be paid no less than this higher salary until the salary for the minimum rate for the classification level for their position equals or exceeds that salary. This clause does not apply to employees covered by enterprise agreements whether current or expired.

**16.1.2A(c)** A final order will issue from the Australian Industrial Relations Commission six months from the date of this Order being issued. During this six-month period, the parties will continue to review the classification structure to ensure that implementation has been appropriate, and to determine whether any modifications are necessary. The parties will also develop a final translation structure preserving current rates and recognising anomalies.

**16.1.2A(d)** Any disputes arising in relation to the interpretation or implementation of the structure shall be dealt with through the application of the Disputes Resolution Procedure in clause 11 of the Award.

**16.1.2A(e)** The implementation of this new classification structure will have no effect on employees whose salary and conditions are the subject of approved enterprise agreements, whether current or expired, that have an alternative classification or salary structure. This Award salary translation will also have no effect on gradings or levels determined in these enterprise agreements. This classification structure also does not preclude the introduction of alternative classification or salary structures in enterprise bargaining agreements agreed after the Award variation.

[16.1.3 inserted by V001; substituted by V002 PR905706 PR918635 PR932633 PR948515; PR959872 ppc 05Jul05]

**16.1.3** The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

## **16.2 Salary progression - increments**

**16.2.1** With the exception of employees on higher duties any employee who has received a particular salary for a period of twelve months will be paid the next higher rate of salary prescribed for the employee's respective salary range.

**16.2.2** If an employee acts in a position for which they receive a higher duties allowance under 16.4, and within a three month period of acting in that position, is appointed to that position, the period which the employee acted immediately preceding their appointment will be counted as service for the purpose of determining the employee's salary and incremental date.

## **16.3 Higher duties**

**16.3.1** Where the employer appoints a person to act in place of another and more senior employee, the person acting in the relief capacity will be paid an allowance as prescribed under this clause. Provided such higher duties continue for five or more consecutive working days.

**16.3.2** Higher duties and payment of relieving allowance will not apply automatically. If a given position becomes vacant, the requirement to fill that position on an acting higher duties basis will be determined by the employer having regard to its operational requirements.

**16.3.3** Relieving Allowance will be equal to the difference between the employee's current salary and the first year rate of the salary for the position in which the higher duties are being performed. Higher duty payments will not be automatically aligned with the salary of the permanent incumbent of the position in which the higher duties are being performed.

**16.3.4** Where employees are not required to accept the full responsibilities of a more senior position in which they are acting, they will be paid a partial higher duties allowance. Such partial allowance will be determined by the employer and advised to the employee in writing.

## **17. ALLOWANCES**

### **17.1 Disability allowance**

**17.1.1** If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employee/s are required to work, the Union or other employee representatives may claim the allowances prescribed in 17.1.2 and 17.1.3 on behalf of affected employees, to be paid from the date of the claim.

[17.1.2 varied by Con-a V001 V002 PR905706 PR918635 PR932633 PR948515; PR959872 ppc 05Jul05]

**17.1.2** If the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours - an allowance of 62 cents per hour will apply.

[17.1.3 varied by Con-a V001 V002 PR905706 PR918635 PR932633 PR948515; PR959872 ppc 05Jul05]

**17.1.3** If the construction work involves noise and dust to a limited degree due to alterations, and/or the removal or installation of plant and machinery and a marked reduction in work space - an allowance of 35 cents per hour will apply.

**17.1.4** The allowance will not be included with the wage rates for all purposes of this award.

**17.1.5** These amounts will be reviewed regularly. If, upon review, the parties are unable to reach agreement, the matter will be referred to the Commission for determination.

## **17.2 Transport allowance**

[17.2.1 varied by PR918635 PR932633; PR959872 ppc 05Jul05]

**17.2.1** An employee employed as a shiftworker at an airport will be paid a transport allowance of \$6.04 for each ordinary shift worked which commences or finishes after 7.00 p.m. and before 7.00 a.m.

[17.2.2 varied by PR918635 PR932633; PR959872 ppc 05Jul05]

**17.2.2** An employee employed at an airport will be paid a transport allowance of \$6.04 if the employee works overtime between 7.00 p.m. and 7.00 a.m. and the overtime is continuous with their normal hours of duty.

**17.2.3** An employee is not entitled to a transport allowance if the employee is provided with transport; or the employee is reimbursed for transport.

## **17.3 District allowance**

If an employee is working on the mainland of Australia north of the 20th parallel of south latitude, the employee will be paid a district allowance at the rate prevailing under the appropriate Australian Public Service regulation from time to time.

## **18. PAYMENT OF SALARIES**

### **18.1 Period and method of payment**

**18.1.1** Except where it has been agreed otherwise, wages will be paid fortnightly.

**18.1.2** By agreement between an employer and the majority of employees in the relevant enterprise, wages may be paid monthly.

**18.1.3** Payment for overtime worked within the week before payday need not be paid until the succeeding payday.

**18.1.4** Wages will be paid by cheque or direct transfer into the employee's nominated account.

### **18.2 Payment of wages on termination of employment**

On termination of employment, wages due to an employee will be paid on the day of termination or not later than the following working day. By agreement with the employee, wages due on termination may be paid on the next normal payday.

## **PART 6 - HOURS OF WORK, SHIFTWORK, MEAL BREAKS, OVERTIME AND SUNDAY WORK**

## **19. HOURS OF WORK**

### **19.1 Hours of work - daywork and shiftwork**

**19.1.1** The hours of work of a full-time employee will average 38 per week.

**19.1.2** The average of 38 hours per week are to be worked over a cycle not exceeding 28 days.

**19.1.3** An employer and a majority of employees in a section or sections of the enterprise may agree to work ordinary hours over a cycle in excess of 28 days.

### **19.2 Day work**

#### **19.2.1 General arrangements**

**19.2.1(a)** The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.

**19.2.1(b)** The ordinary hours of work will be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 am and 6.00 pm. The spread of ordinary hours may be altered by up to one hour at either end of the spread, by agreement between the employer and an individual employee.

**19.2.1(c)** Any work performed outside the agreed spread of hours is to be paid for at overtime rates.

#### **19.2.2 Arranging ordinary hours**

Subject to an employer's right to fix the daily hours of work for day workers from time to time within the spread of hours prescribed in 19.2.1 and an employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees regarding the arrangement of their working hours.

#### **19.2.3 Variable length shifts**

Employees covered by this award may be required to work variable length shifts, the duration of which will not be less than four hours and not more than twelve hours.

### **19.3 Shiftwork**

**19.3.1** A shiftworker will not work more than six shifts in any seven consecutive days unless the employer and the employee agree.

#### **19.3.2 Shift work penalty rates**

Subject to any arrangements entered into in accordance with 21.1, shiftworkers will be paid the following shift penalty rates:

For all shifts worked on Saturday

time and a half

For all shifts worked on Sunday double time

For all shifts worked on public holidays, except Christmas Day and Good Friday double time

For all shifts worked on Christmas Day and Good Friday double time and a half

### **19.3.3 Shift loadings**

The following loadings will be paid in addition to ordinary rates for all shifts worked between 0001 hours Monday and 2400 hours Friday:

[19.3.3(a) substituted by Con-a from 15Jan99]

**19.3.3(a)** Early Morning Shifts commencing from 4.00 a.m. to before 7.00 a.m. – 15%

[19.3.3(b) substituted by Con-a from 15Jan99]

**19.3.3(b)** Early morning shift (Mascot only) commencing at or before 6.00 a.m. – 17.5%

**19.3.3(c)** Early morning shift commencing between midnight and 4.00am – 22.5%

**19.3.3(d)** Afternoon shift finishing after 7.00pm and at or before midnight – 15%

**19.3.3(e)** Night shift finishing after midnight and at or before 8.00am – 22.5%

[19.3.3(f) varied by V001 V002 PR905706 PR918635 PR932633 PR948515; PR959872 ppc 05Jul05]

**19.3.3(f)** Shiftworkers who work afternoon and night shifts on weekends and public holidays will be paid an additional \$8.52 per shift.

### **19.3.4 Shiftwork rosters**

**19.3.4(a)** The following definitions will apply to shiftwork:

- **Change of Roster** means a change from one roster pattern which prescribes the total number of shifts worked over the complete cycle of the roster to another roster pattern.
- **Change of Shift** means the transfer of an employee from a shift in the roster pattern to another shift in the same roster pattern.
- **Continuous Work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**19.3.4(b)** Shiftworkers will work at such times as the employer directs subject to the provisions of this clause.

**19.3.4(c)** An employee will not be required to work more than one shift per day, except at the change-over of shifts.

**19.3.4(d)** An employee will have at least ten hours break between shifts. If any employee does not have a ten hour break between shifts, the employee will be paid at overtime rates until the employee is

released from duty and will have a ten hour break before resuming work.

**19.3.4(e)** Shiftwork rosters will specify the starting and finishing times of ordinary working hours of shifts. Employees will be given at least seven days notice of any change to their shift work rosters. No notice is required if the shiftwork roster has been varied by agreement between the employer and the employee/s.

**19.3.4(f)** If shiftworkers are required to change their roster, the employee will be given at least two days notice of the change. If this notice is not given, the shiftworker will be paid for the shifts worked during the two day period at the rate of double time.

### **19.3.5 Night shift loading**

Employees who:

- work night shift only during a period of engagement on shiftwork; or
- remain on night shift for more than four consecutive weeks; or
- work on a night shift which does not rotate with another shift or with day work so that shiftworkers do not have at least one-third of their working time off night shift in each roster cycle,

will be paid a loading of 30% for all time worked during ordinary working hours on such night shifts.

### **19.3.6 Afternoon and night shift**

If a shiftworker works on afternoon or night shift which does not continue for at least five consecutive afternoons or nights, they will be paid at the rate of time and a half for those shifts.

### **19.3.7 Calculation of ordinary hourly rate**

[19.3.7 varied by PR961750 ppc 19Aug05]

Except with respect to overtime penalties prescribed by clause 21 - Overtime, for the purpose of this clause, the ordinary hourly rate will be obtained at all times by dividing the annual salary by 1976 and adding to the result the shift premium prescribed in this clause; provided that when an employee's salary is in excess of the maximum of Band D, the ordinary rate for calculating the shift premium will be obtained by dividing the maximum of Band D salary by the said 1976 and obtaining therefrom the prescribed shift premium.

### **19.3.8 Bands A-C - shiftworkers**

[19.3.8 varied by Con-a V001 V002 PR905706 PR918635 PR932633 PR948515; PR959872 ppc 05Jul05; PR961750 ppc 19Aug05]

An employee in Bands A-C engaged on shiftwork who in any roster week is required to work on one or more shifts at starting times which are, in three or more cases at least 30 minutes different each from the other, will be paid \$3.38 extra for each such starting time in excess of two.

## **20. MEAL BREAKS**

### **20.1 Meal breaks - daywork and non-continuous shiftwork**

Employees will receive an unpaid meal break of between 30 minutes and one hour on each of the days Monday to Friday inclusive. An employee will not be required to work for more than five hours (or, by

agreement, six hours) without a meal break. The meal break will be taken at a time between 11.00 a.m. and 2.00 p.m. agreed between the employer and the employee.

## **20.2 Meal breaks - continuous shiftwork**

Shiftworkers will be allowed a paid meal break of 30 minutes each shift which will be counted as time worked. An employee will not be required to work for more than five hours (or, by agreement six hours) after commencing an ordinary shift without a meal break.

## **20.3 Meal breaks - overtime**

[20.3.1 varied by V001 V002 PR905706 PR918635 PR932633 PR948515; PR959872 ppc 05Jul05]

**20.3.1** Employees who are required to work one hour's overtime before their normal starting time or after their normal finishing time will be supplied with a meal by the employer or paid an amount of \$8.60 and allowed a meal break of 30 minutes which will be paid at the appropriate overtime rate of pay.

[20.3.2 varied by V001 V002 PR905706 PR918635 PR932633 PR948515; PR959872 ppc 05Jul05]

**20.3.2** An additional meal break of 30 minutes which will be paid at the appropriate overtime rate, will be allowed in respect of each additional four hours' overtime worked prior to the employee's normal starting time or after the employee's normal finishing time. Employees will be supplied with a meal for each meal break allowed or paid an amount of \$8.60 in lieu thereof.

**20.3.3** An employee and employer may agree to a variation of the provisions of 20.3.1 and 20.3.2 hereof to meet the circumstances of the work in hand; provided that the employer will not be required to make any payment in respect of any meal break allowed in excess of 30 minutes.

**20.3.4** Each meal break taken in accordance with this subclause will be paid at the appropriate overtime rate, but will not count as overtime for the purpose of calculating an employee's entitlement to such meal breaks and/or meal money.

## **21. OVERTIME**

### **21.1 Penalty rates**

#### **21.1.1 Dayworkers**

Except where otherwise provided in this award for all work done outside ordinary hours, the rate of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until completion of the overtime worked.

#### **21.1.2 Shiftworkers**

All time worked in excess of or outside the ordinary working hours prescribed by clause 19 - Hours of Work, or on a shift other than a rostered shift, will be paid at the rate of double time except when the time is worked for the purpose of effecting the customary rotation of shifts.

**21.1.3** Overtime will not be paid when the time is worked by arrangement between the employees themselves with the approval of the head of the section.

**21.1.4** In computing overtime each day's work will stand alone except as otherwise provided in this clause.

**21.1.5** In computing the number of hours worked per week, any leave with pay will be treated as time

worked.

[21.1.6 varied by PR961750 ppc 19Aug05]

**21.1.6** For the purpose of this award, in calculating overtime penalty rates, an employee's annual salary will be divided by 1976 to obtain the ordinary hourly rate. The maximum ordinary hourly rate so derived will not exceed the result of dividing the maximum salary of Band D by 1976.

**21.1.7** Except in unavoidable circumstances, all overtime worked during a pay period will be paid for not later than the pay day for the next pay period.

## **21.2 Rest period after overtime**

**21.2.1** Employees who works so much overtime between the termination of their ordinary duty on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will, subject to this sub-clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**21.2.2** If, on the instructions of the employer, such employees resume or continue work without having had ten such consecutive hours off duty, they will be paid at double rates until they are released from duty for such period and they will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring such absence.

**21.2.3** Where the employer and employee agree to reduce the break to not less than eight hours, any payment due to the employee in respect of ordinary working time occurring during such absence will be adjusted accordingly.

## **21.3 Transport allowance**

Where an employee ceases work at a time when the usual or reasonable means of conveyance is not available, the transport allowance prescribed under 17.2 will be paid. Payment will not be made if the employee is provided with transport.

## **21.4 Recall to duty**

**21.4.1** Employees recalled to work overtime after leaving the employer's premises or, in the case of a shiftworker after their normal finishing time (whether notified before or after leaving the premises) will be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled. This subclause will not apply in cases where the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary working time.

**21.4.2** Employees working on a call-in or a rostered day off, provided four hours actual work is performed, will be provided with a meal or paid as prescribed in 20.3.

**21.4.3** Overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purpose of 21.2, where the actual time worked is less than four hours such recall or on each of such recalls.

## **21.5 Overtime - maximum payments**

[21.5.1 varied by PR961750 ppc 19Aug05]

**21.5.1** Overtime will not be paid to employees receiving salaries in excess of the maximum for Band E, except the meal allowance prescribed in 20.3.

**21.5.2** Except in special circumstances, no employee will work overtime unless properly authorised beforehand.

## **21.6 Time off in lieu of overtime**

**21.6.1** All overtime worked by employees covered by this award will be paid at the appropriate penalty rate. Provided, however, where the employee and the employer agree, an employee may take time off in lieu of such overtime. Such time off will be paid at the ordinary time rate of pay.

**21.6.2** Where time off in lieu of overtime is taken, the employee/s will be allowed free of duty the number of hours worked on overtime.

**21.6.3** Time off in lieu of overtime will be given and taken within 28 days of the occurrence of the overtime. Where time off in lieu is not granted within the prescribed period, the time off will be added to the employee's annual leave.

**21.6.4** The allocation of overtime will not be influenced by an employee's preference to be paid for overtime worked or to take time off in lieu thereof.

**21.6.5** The employer's salary and attendance records will specify whether overtime is paid at the appropriate penalty rate or granted as time off in lieu at the employee's request.

## **22. SUNDAY WORK**

**22.1** Employees required to work on Sundays will be paid for a minimum of four hours. If more than four hours are worked, the employee will be paid for the total time worked.

**22.2** Employees who work on Sunday will be paid at the rate of double time for all time worked or, by mutual agreement, be given time off in lieu. Such time off will be given within 28 days; if not practicable, the time off in lieu will be added to the employee's annual leave. This does not apply to employees who are shiftworkers and who regularly work on Sundays and public holidays.

**22.3** Employees who work on a Sunday and (except for meal breaks) immediately thereafter continue such work will, on being relieved from duty, be entitled to be absent until they have had ten consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during such absence. The employer and employee may agree that the break will be reduced to eight hours.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **23. ANNUAL LEAVE**

#### **23.1 Annual leave entitlement**

An employee is entitled to 28 consecutive days' leave after completing twelve months' continuous service, less the period of annual leave.

#### **23.2 Annual leave entitlement - seven day shift workers**

**23.2.1** Seven day shift workers who are rostered to regularly work Sundays and public holidays are entitled to an additional seven consecutive days' leave (including non-working days) at the end of each year of continuous service.

**23.2.2** If an employee only works for part of the twelve month period as a seven day shift worker, the employee is entitled to have the period of 28 consecutive days' leave increased by half a day for each month the employee works as a seven day shift worker.

### **23.3 Payment for annual leave**

**23.3.1** In addition to their ordinary pay, a day worker will be paid a loading of 17.5%.

**23.3.2** In addition to their ordinary pay, shiftworkers will be paid a loading of 17.5% or the shift penalties/loadings prescribed in 19.3.3 had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%. If the shift loadings referred to in 19.3.3 are less than 17.5%, then employees will be paid the loading of 17.5% in lieu of their shift loadings.

**23.3.3** The loading prescribed by this sub-clause will not apply to proportionate leave on termination.

[23.3.4 varied by PR961750 ppc 19Aug05]

**23.3.4** Annual leave loading will not apply to employees in receipt of a salary in excess of the maximum of Band E.

**23.3.5** Annual leave loading may be paid annually or on the anniversary of an employee's date of appointment.

### **23.4 Time of taking annual leave**

**23.4.1** Annual leave will be given and taken by the employee within twelve months of its becoming due.

**23.4.2** Annual leave will be taken at a time fixed by the employer and will be given and taken on consecutive days. However, annual leave may be taken in separate periods by agreement between the employer and employee.

**23.4.3** An employer will give, where practical, six weeks' notice with a minimum of four weeks' notice to the employee of the commencement of the employee's annual leave. If the employer and employee agree, the period of notice may be reduced.

**23.4.4** Leave will not accumulate for more than two years.

### **23.5 Annual leave exclusive of public holidays**

Annual leave will be exclusive of public holidays as prescribed under clause 28 - Public Holidays, of this award. If a public holiday falls within the period of an employee's annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there will be added to the employee's period of leave one day for each such holiday falling as aforesaid. The employee may elect to take a day off in lieu of the public holiday or be paid an additional eight hours pay.

### **23.6 Annual leave to be taken**

Except upon termination of employment, annual leave will be given and taken and payment will not be made or accepted in lieu of annual leave.

### **23.7 Annual leave taken before due date**

The employer may allow annual leave to an employee before the right thereto has accrued but, where leave is taken in such a case, a further period of annual leave will not commence to accrue until after the expiration of the twelve months in respect of which annual leave has been taken before it accrued. When leave has been granted to an employee before the right thereto has accrued and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve

months' continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment, 1/12th of the amount of salary paid on account of the annual leave, which amount will not include any sums paid for any of the public holidays prescribed by clause 28 - Public Holidays.

### **23.8 Calculation of continuous service for annual leave**

For the purpose of this clause, service will be deemed to be continuous Despite absence due to leave granted by the employer on account of the employee's personal injury or illness or other leave lawfully granted; or any interruption or termination of the employment by the employer if that interruption or termination was done with the intention of avoiding the employer's obligation under this clause; or any absence with reasonable cause, proof of which lies with the employee.

### **23.9 Proportionate annual leave on termination**

If an employee lawfully leaves their employment after one month's continuous service or their employment is terminated by the employer through no fault of the employee, they will be paid at their ordinary rate for 1.66 days in respect of each completed month of continuous service with the employer; the service being service in respect of which leave has not been granted in accordance with this clause. For the purpose of this Subclause, the ordinary daily rate will mean the employee's annual salary divided by 260. Payment to shiftworkers on termination of employment will be at ordinary rates.

## **24. PERSONAL LEAVE, INCLUDING SICK LEAVE, CARER'S LEAVE AND BEREAVEMENT LEAVE**

### **24.1 Basic entitlements**

**24.1.1** An employee, except a casual employee, is entitled to paid personal leave in the following circumstances:

- when the employee is absent from work due to personal illness or accident (sick leave);
- for the purpose of caring for a member of the employee's immediate family or household who is sick and who requires the employee's care and support (carer's leave);
- when a member of the employee's immediate family dies (bereavement leave).

**24.1.2** Personal leave of ten days is available in the first year of service. Fifteen days personal leave is available in each second and subsequent year of service.

**24.1.3** Personal leave may accumulate to a maximum of 52 weeks.

### **24.2 Sick leave**

#### **24.2.1 Entitlement to sick leave**

An employee is entitled to use up to 76 hours of the current year's personal leave entitlement as sick leave in the first twelve months of service and 114 hours in any second and subsequent year of service.

#### **24.2.2 Notice of illness or injury**

Employees will notify their employer as soon as practicable and within eight hours of the commencement of the absence, of the employee's inability to attend for duty. The employee will also, as far as practicable, advise the employer of the nature of the illness or injury.

### **24.2.3 Proof of illness or injury**

**24.2.3(a)** The employee will at the request of the employer provide satisfactory evidence of illness or injury in relation to any absences due to illness or injury, including a medical certificate.

**24.2.3(b)** absence of three days or more the employee will provide the employer with a medical certificate for any additional day or days of sick leave in that year.

### **24.2.4 Sick leave and workers' compensation**

Employees are not entitled to be paid personal leave for any period for which they are receiving workers' compensation.

### **24.2.5 Sick leave and public holidays**

Leave under this clause is exclusive of public holidays

### **24.2.6 Sick leave whilst on annual leave**

If an employee falls sick while on annual leave, and provides the employer with satisfactory medical evidence, the employee may be granted additional annual leave equivalent to the period of sickness. The additional annual leave may be granted at a time convenient to the employer and the employee. The period of sickness within the annual leave will be recorded as sick leave.

### **24.2.7 Maximum period of sick leave**

The maximum period allowable with pay in respect of any continuous absence will be 52 weeks and, where employees have exhausted all leave allowable with pay, they may be granted leave without pay. Such combined absence with and without pay will not exceed 78 weeks.

## **24.3 Bereavement leave**

**24.3.1** In addition to the leave herein prescribed, an employee, after one month's continuous service with the employer, will be entitled to three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death of an employee's wife (de facto wife), husband (de facto husband), child (stepchild), father (foster father), mother (foster mother), father-in-law, mother-in-law, sister or brother.

**24.3.2** In the event of the death of other close relatives of the employee, one day's leave may be granted by the employer on production of satisfactory evidence.

## **24.4 Carer's leave**

### **24.4.1 Entitlement to carer's leave**

**24.4.1(a)** An employee is entitled to use up to five days personal leave each year as carer's leave subject to the employee being responsible for the care of the person concerned; and the person concerned being either a member of the employee's immediate family or a member of the employee's household.

**24.4.1(b)** An employee will not take carer's leave under this clause if another person has taken leave to care for the same person.

**24.4.1(c)** Carer's leave may be taken for part of a single day.

### **24.4.2 Proof of illness**

The employee will, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

### **24.4.3 Notice requirements**

**24.4.3(a)** The employee will give prior notice of the absence to the employer including: the intention to take leave; the name of the person requiring care and their relationship to the employee; the reasons for taking leave; and the estimated length of absence.

**24.4.3(b)** If it is not practicable for the employee to give the employer prior notice of the absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

### **24.4.4 Unpaid carer's leave**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

### **24.5 Use of annual leave**

**24.5.1** An employee may elect, with the consent of the employer, to take up to five days of annual leave in single day periods, in any calendar year, for the purposes of this clause.

**24.5.2** The employer and employee may agree to defer payment of the annual leave loading in respect of each single day, until at least five consecutive annual leave days are taken.

## **25. PARENTAL LEAVE**

Subject to the terms of this clause, employees (other than casual employees, temporary employees or employees engaged for a fixed term) are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

### **25.1 Definitions:**

For the purpose of this clause:

**25.1.1 Continuous service** means service under an unbroken period of employment and includes:

- any period of leave taken in accordance with this clause,
- any period of part-time employment worked in accordance with this clause,
- any period of leave or absence authorised by the employer or by this award, or
- any period of unbroken service as a replacement employee.

### **25.1.2 child means**

- for the purposes of Maternity Leave and Paternity Leave, a **child** of the employee or the employee's spouse under the age of one year;
- for the purposes of Adoption Leave, a person under the age of five years who is placed with the employee for the purposes of adoption. This does not include a child or step-child of the employee or of the spouse of the employee, or a child who has previously lived continuously with the employee for a

period of six months or more.

**25.1.3 female employee** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

**25.1.4 former position** means the position held by an employee immediately before proceeding on leave, part-time employment or to a safe job under this clause, whichever is first.

**25.1.5 male employee** means an employed male who is caring for a child born of his spouse or a child placed with him for adoption purposes.

**25.1.6 primary care-giver** means a person who assumes the principal role of providing care and attention to a child.

**25.1.7 relative adoption** occurs when a child, as defined for the purpose of adoption leave, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood, or half blood or by marriage).

**25.1.8 replacement employee** means an employee who is specifically engaged:

- to replace an employee proceeding on parental leave; or
- to replace an employee who has been temporarily promoted or transferred in order to replace an employee proceeding on parental leave;
- or to replace an employee who is working part-time under this clause.

**25.1.9 spouse** includes a de facto or a former spouse.

## **25.2 Basic Entitlements**

**25.2.1** After twelve months' continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

**25.2.2** Parental leave will not extend beyond one year from the date of birth or placement of the child.

**25.2.3** For female employees, maternity leave may be taken, and for male employees, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

**25.2.4** Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

Parental leave may only be taken by the employee in order for that employee to be the primary care-giver of the child.

## **25.3 Maternity leave**

### **25.3.1 Period of maternity leave**

**25.3.1(a)** Subject to the provisions of this clause, the period of maternity leave will be unbroken.

**25.3.1(b)** Unless agreed otherwise between the employer and the employee, the employee may

commence parental leave at any time within six weeks prior to the expected date of birth.

**25.3.1(c)** If an employee continues to work within the six week period immediately prior to the expected date of birth, or if the employee elects to return to work within six weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

### **25.3.2 Notice of maternity leave**

**25.3.2(a)** A female employee will provide the employer with one of the following:

- a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth. This will be provided to the employer at least ten weeks prior to the expected date of birth;
- written notice of the date upon which she proposes to commence maternity leave and the period of leave to be taken. This will be provided to the employer at least four weeks prior to the commencement of maternity leave;
- a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment. This will be provided at least four weeks prior to the commencement of maternity leave.

**25.3.2(b)** An employee is not in breach of this clause if she fails to give the prescribed period of notice because the birth occurs earlier than the expected date.

**25.3.2(c)** The employer may require an employee to commence maternity leave at any time within the six weeks immediately prior to the expected date of birth by giving the employee at least fourteen days notice in writing.

### **25.3.3 Transfer to a Safe Job**

**25.3.3(a)** If, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue her present work, the employee will, if the employer deems it practicable, be transferred to a safe job. The employee will be paid at the rate and receive the conditions attaching to that job until the commencement of her maternity leave.

**25.3.3(b)** If transfer to a safe job is not practicable,

- the employee may, or
- the employer may require the employee to take leave for such a period as is certified necessary by a registered medical practitioner. This leave will be treated as maternity leave for the purpose of this clause.

### **25.3.4 Special maternity leave and sick leave**

**25.3.4(a)** If the pregnancy of an employee terminates after 28 weeks other than with the birth of a living child and the employee has not commenced maternity leave at that time, the employee may take unpaid special maternity leave for such period as a registered medical practitioner certifies is necessary.

**25.3.4(b)** If the employee is suffering from an illness not related to the direct consequences of birth, the employee may take as much of her paid sick leave entitlement as a registered medical practitioner certifies is necessary, in lieu of, or in addition to, special maternity leave.

**25.3.4(c)** If an employee not on maternity leave suffers illness related to her pregnancy, she may take as much of her paid sick leave entitlements and such further unpaid special maternity leave as a registered medical practitioner certifies is necessary, provided that the aggregate of paid sick leave, special maternity leave and maternity leave does not exceed the period to which the employee is entitled under this clause.

**25.3.4(d)** For the purposes of this clause, maternity leave includes special maternity leave.

## **25.4 Paternity leave**

### **25.4.1 Period of paternity leave**

Paternity leave may be taken in one or two periods.

### **25.4.2 Notice requirements for paternity leave**

**25.4.2(a)** A male employee will, at least ten weeks prior to each proposed period of leave, provide the employer with a certificate from a registered medical practitioner which names his spouse, states that she is pregnant, and the expected date of birth, or the date on which the birth took place; or a statutory declaration. Such statutory declaration will state that the employee will take that period of paternity leave to become the primary care-giver of a child and give particulars of any period of maternity leave sought or taken by his spouse; and state that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**25.4.2(b)** The employee will provide written notice of the dates on which the employee proposes to start and finish the period of leave.

**25.4.2(c)** The employee will also immediately notify the employer of any change in the information provided to the employer under this clause.

**25.4.2(d)** An employee is not in breach of this clause because he fails to give the required notice for any of the following reasons:

- the birth occurs earlier than the expected date; or
- the mother of the child dies; or
- other compelling circumstances.

## **25.5 Adoption leave**

### **25.5.1 Period of adoption leave**

Adoption leave may be taken in one or two periods.

### **25.5.2 Notice requirements of adoption leave**

Before taking adoption leave, an employee will provide the employer with

**25.5.2(a)** a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

**25.5.2(b)** a statutory declaration in relation to any proposed period of adoption leave. Such declaration will state that the employee is seeking adoption leave to become the primary care-giver of the child and particulars of any period of adoption leave sought or taken by the employee's spouse and that for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.

**25.5.2(c)** If an employee receives notice of approval of adoption, or, in the case of relative adoption, decides to take a child into custody pending an application for an adoption order, the employee will

- upon receiving the approval or making the decision, notify the employer of the approval or decision; and,
- within two months of the approval or decision, notify the employer of the period or periods of adoption leave the employee proposes to take.

**25.5.2(d)** As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not less than fourteen days before the placement, the employee will give written notice to the employer of the date of placement, and of the date of the commencement of any period of adoption leave to be taken at the time of placement of the child.

**25.5.2(e)** At least ten weeks before the proposed date of commencement of any period of adoption leave other than leave at the time of placement of the child, the employee will give written notice to the employer of the date of commencement of the period of leave and the period of leave to be taken.

**25.5.2(f)** If, before commencing employment, an employee receives approval for adoption purposes, the employee will, upon commencing employment, notify the employer of the approval and the period or periods of adoption leave which the employee proposes to take. Nothing in this paragraph confers an entitlement on an employee to take adoption leave otherwise than in accordance with this clause.

**25.5.2(g)** An employee is not in breach of this paragraph because the employee fails to give the required period of notice for one of the following reasons:

- an adoption agency requires the employee to accept an earlier or later placement of the child; or
- the employee's spouse dies; or
- any other compelling circumstances.

### **25.5.3 Special adoption leave**

**25.5.3(a)** The employer will grant any employee who is seeking to adopt a child up to two days unpaid leave to allow the employee to attend any compulsory interviews or examinations as part of the adoption procedure.

**25.5.3(b)** The employer can require the employee to take any paid leave available to the employee in lieu of special leave.

## **25.6 Variation of period of parental leave**

**25.6.1** The maximum period of parental leave does not exceed the period provided for in this clause, an employee may apply to the employer to extend the period of parental leave on one occasion, or on more than one occasion if the employer agrees.

**25.6.2** The employee will give at least fourteen days written notice to the employer of the period by which the leave is to be extended.

**25.6.3** The period of parental leave may, with the consent of the employer, be shortened by the employee giving at least fourteen days written notice of the period by which the leave is to be shortened.

## **25.7 Cancellation of parental leave**

**25.7.1** If the pregnancy of an employee or an employee's spouse terminates other than by the birth of a living child or the placement of a child does not proceed or continue:

- if parental leave has been applied for but not commenced, the parental leave will be cancelled;
- if the employee is on maternity leave, the employee may give the employer written notice that she wishes to resume work. The employee may resume work at a time nominated by the employer. This time will not exceed four weeks from the date of the written notice provided by the employee;
- if the employee is on adoption leave, the employee will immediately notify the employer in writing. The employer will nominate a date within four weeks of the date the notice was received for the employee to resume work.

## **25.8 Parental leave and other leave entitlements**

**25.8.1** An employee may take, in lieu of or in conjunction with parental leave, any annual leave or long service leave, or any part of such leave, to which the employee is entitled. The aggregate amount of leave taken, including leave taken under this Subclause, will not exceed the period to which the employee is entitled under this clause,

**25.8.2** Paid sick leave or other paid absence authorised under this award (excluding annual leave and long service leave) are not available to employees during their absence on parental leave.

## **25.9 Effect of parental leave on entitlements**

Despite any award or other provision to the contrary, absence on parental leave does not break the continuity of service of an employee. However, it will not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

## **25.10 Return to work after parental leave**

**25.10.1** Employees will provide the employer with written confirmation of their intention to return to work at least four weeks prior to the expiration of the employee's period of parental leave.

**25.10.2** Upon returning to work after a period of parental leave (including special maternity leave) or after the expiration of the notice required under this clause, employees are entitled to their former positions.

**25.10.3** If the employee's former position no longer exists but there are other positions available for which the employee is qualified and the duties of which the employee is capable of performing, the employee is entitled to be given a position as nearly comparable in status and pay to that of the former position.

## **25.11 Replacement employees**

**25.11.1** If the employer hires a replacement employee to fill the position of an employee on parental leave or the position of an employee transferred or promoted in order to replace an employee on parental leave, the employer will inform the replacement employee of:

- the temporary nature of the employment; and
- the rights of the employee who is being replaced.

**25.11.2** Any employee who is transferred or promoted under this clause will also be informed of:

- the temporary nature of the transfer or promotion; and
- the rights of the employee who is being replaced.

## **25.12 Termination of employment**

Employees on parental leave may terminate their employment at any time during the period of leave by giving notice in accordance with the provisions of this award. The employer may also terminate the employment of an employee on parental leave, in accordance with the provisions of this award.

## **25.13 Part-time work**

### **25.13.1 Entitlement to part-time work**

With the agreement of the employer:

**25.13.1(a)** A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of that date.

**25.13.1(b)** A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

**25.13.1(c)** A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday. In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

### **25.13.2 Return to former position**

**25.13.2(a)** If employees have had at least twelve months' continuous service before commencing part-time employment under this clause, they have the right to return to their former positions when they finish the period or first period (if there is more than one) of part-time employment.

**25.13.2(b)** If the employee's former position no longer exists but there are other positions available for which the employee is qualified and the duties of which the employee is capable of performing, the employee is entitled to be given a position as nearly comparable in status and pay to that of the former position.

**25.13.2(c)** The employer may permit employees to return to their former positions after a second or subsequent period of part-time employment.

### **25.13.3 Effect of part-time employment on continuous service**

Part-time work under this clause does not break the continuity of service or employment.

### **25.13.4 Pro-rata entitlements**

Subject to any agreement made under this award, the provisions of this award apply to part-time

employees on a pro-rata basis.

### **25.13.5 Transitional arrangements - annual leave**

**25.13.5(a)** If an employee is working part-time under this clause, any annual leave accrued in respect of a period of full-time employment will be paid for and taken as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.

**25.13.5(b)** If an employee is working full-time, any annual leave accrued in respect of a period of part-time employment worked under this clause will be paid for and taken as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

**25.13.5(c)** The employer and the employee may agree to shorten the period over which annual leave is taken to the extent necessary for the employee to receive pay at the employee's current full-time rate.

### **25.13.6 Transitional arrangements - sick leave**

Employees working part-time under this clause will have their sick leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, the accrued hourly entitlement will be debited for the ordinary hours that the employee would have worked during the period of absence.

### **25.13.7 Part-time work agreement**

**25.13.7(a)** Before commencing a period of part-time employment under this clause, the employer and the employee will agree:

- that the employee may work part-time; and
- the hours to be worked by the employee, the days upon which they will be worked, and the commencing times for the work; and
- the classification applying to the work to be performed;
- and the period of part-time employment.

**25.13.7(b)** The terms of this agreement may be varied by consent of the employer and employee.

**25.13.7(c)** The terms of this agreement and any variation will be in writing and retained by the employer. The employer will provide to the employee a copy of the agreement and any variation.

### **25.13.8 Termination of employment**

**25.13.8(a)** The employment of an employee working part-time under this clause may be terminated in accordance with the provisions of this award.

**25.13.8(b)** Any period of part-time employment under this clause will be included on a pro-rata basis for the purpose of calculating the employee's entitlements upon termination.

### **25.13.9 Extension of hours of work**

The employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary part-time hours of duty.

### **25.13.10 Nature of part-time work**

The work to be performed part-time need not be the work performed by employees in their former positions, but will be any other work performed under this award.

### **25.13.11 Replacement employee**

**25.13.11(a)** If the employer engages a replacement employee to replace an employee on part-time work, the employer will first inform that person of: the temporary nature of the employment; and the rights of the employee on part-time work.

**25.13.11(b)** A replacement employee may be employed part-time. A part-time replacement employee will receive pro-rata entitlements as appropriate under this award.

## **26. JURY SERVICE**

### **26.1 Reimbursement for jury service**

If an employee is required to attend for jury service during the employee's ordinary working hours, the employer will pay the difference between the amount received for attendance for jury duty and the amount of single time pay that would have been received if the employee had been at work, provided the latter is higher.

### **26.2 Notification of jury service**

If an employee is required to attend for jury service, the employee will notify the employer as soon as possible of the date on which the employee is required to attend for jury service.

### **26.3 Proof of attendance at jury service**

If an employee is required to attend for jury service, the employee will provide the employer with: proof of attendance, the duration of the attendance and the amount received for the jury service.

## **27. LONG SERVICE LEAVE**

**27.1** Despite the provisions of the respective State/Territory Long Service Leave Acts, an employee who has completed ten years' service with an employer may apply for long service leave at half pay for a period not exceeding twice the period of entitlement. The granting of long service leave at half pay will be at the discretion of the employer.

**27.2** Part-time employees will accrue long service leave in accordance with the relevant State/Territory Long Service Leave provisions. Provided the combination of part-time and full-time long service leave is continuous with the same employer, long service leave will, in the case of part-time employees, be paid at the appropriate part-time rate of pay and at the full-time rate for service completed as a full-time employee.

**27.3** Leave taken pursuant to this clause will be deemed to be long service leave for the purpose of the relevant State/Territory legislation.

## **28. PUBLIC HOLIDAYS**

### **28.1 Prescribed public holidays**

**28.1.1** Employees other than casual employees are entitled to the following holidays without loss of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Eight Hour Day or Labour Day, Anzac Day, Christmas Day, and Boxing Day (except in South Australia, where employees are entitled to Commemoration Day); and one other day on the day fixed as follows (unless an alternate day is agreed to by the employer and the employee/s):

Northern Territory	Picnic Day
Queensland	Exhibition Day
Victoria	Melbourne Cup Day
New South Wales	August Bank Holiday
Western Australia	Foundation Day (State)
Tasmania	Regatta Day in Southern Tasmania and Exhibition Day in Northern Tasmania
South Australia:	(Adelaide Cup Day)
Australian Capital Territory	Canberra Day

or the appropriate Show Day in other areas or such other days as are generally observed in the locality as a substitute for any of the said days will be observed.

## **28.2 Certain public holidays and weekends**

**28.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

**28.2.2** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

**28.2.3** When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.

**28.2.4** Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this subclause, those days will constitute additional holidays for the purpose of this award.

## **28.3 Additional public holidays**

Where in a State or Territory or locality within a State or Territory, an additional holiday is prescribed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day will be deemed to be a holiday for the purposes of this award for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

## **28.4 Substituted holidays**

By written agreement between the employer and the employee/s, other days may be substituted for any of the public holidays prescribed in 28.1.

## **28.5 Payment for working on public holidays**

**28.5.1** Employees required to work on public holidays will be paid for a minimum of four hours. If more

than four hours are worked, the employee will be paid for additional time worked.

**28.5.2** Dayworkers who work on public holidays will be paid at the rate of double time and a half for all time worked or, by agreement with the employer, be given time off in lieu. Such time off will be given and taken within 28 days. If not practicable, the time off in lieu will be added to the employee's annual leave. This provision will not apply to shiftworkers who regularly work on Sundays and public holidays.

**28.5.3** Shiftworkers who work on public holidays (except Christmas Day and Good Friday) will be paid at the rate of double time for all time worked on such public holidays. On Christmas Day and Good Friday, shiftworkers who work will be paid at the rate of double time and a half for all time worked on those days.

### **28.6 Rest period after public holidays**

An employee who works on a public holiday will be given a break of at least ten consecutive hours between the time of finishing work and the time when the employee next commences work. An employee will not lose payment for any time lost by reason of this break. The employer and an employee may agree that eight hours may be substituted for ten hours.

### **28.7 Rostered day off falling on a public holiday**

Should any of the public holidays fall on a day on which shiftworkers are rostered off, they will be entitled to a day off at ordinary time therefore, which day off will be available to him/her on application made to the employer and by mutual arrangement. The days off not taken as aforesaid will accumulate up to the time of taking annual leave, at which time, at the election of the employer, the day or days accumulated may either be added to the annual leave or paid for at single time at the rate of pay then applicable to the employee, provided that, by mutual arrangement, some of the accumulated days may be added to the annual leave and some paid for as aforesaid.

### **28.8 Stand down with pay**

An employer may, with the employee's agreement, stand down on ordinary time rate of pay an employee who is a shiftworker and who, for operational reasons, cannot be usefully employed on a Public Holiday. Where an employer proposes to stand down employees as aforesaid, employees will be given seven days' notice that they will not be required for duty on the Public Holiday.

## **29. ACCIDENT PAY**

**29.1** Subject to the provisions of this clause, employees, upon receiving payment of Workers' Compensation in the terms of the relevant State/Territory legislation, and continuing to receive such payment in respect of a weekly incapacity within the meaning of the relevant State/Territory legislation, will be paid accident pay by the employer, which said liability by the employer for accident pay may be discharged by another person on their behalf, provided that:

**29.2** Accident pay will only be payable to an employee whilst such employees remain in the employment of the employer and then only for such a period that they receive a weekly payment under the relevant State/Territory legislation. Where during a period where an employee is **partially incapacitated** or is **deemed to be totally incapacitated** within the meaning of 29.17 of this clause, and the employer is unable to provide suitable employment to such employee, who thereupon obtains such suitable employment with another employer, then the employer will continue to pay such Accident Pay as would have been payable had the employee continued in its employment subject to the provisions of 29.4.

**29.3** Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, the provisions of this clause will apply only to the period of incapacity after the first two weeks. Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided

in the relevant State/Territory legislation) the provisions of this sub-clause will not apply unless the employee has been employed with the employer at the time of the incapacity for a minimum period of three months.

**29.4** The maximum period of aggregate of periods of accident pay to be made by the employer will be a total of 26 weeks of any one injury as defined in 29.18 of this clause.

**29.5** The provisions of this clause will not apply in respect of any period of other paid leave of absence.

**29.6** Employees, upon receiving an injury for which they claims to be entitled to receive accident pay, will give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.

**29.7** In order to receive entitlement to accident pay, an employee will conform to the requirements of the relevant State/Territory legislation as to medical examination. Where, in accordance with the relevant State/Territory legislation, a medical referee gives a certificate as to the condition of the employee regarding fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, the provisions of this clause will cease to apply to the said employee from the date of such refusal or failure to commence work.

**29.8** Where there is a redemption of weekly compensation payments under the relevant State/Territory legislation, the employer's liability to pay benefits under the clause will cease as from the date of redemption.

**29.9** Employees receiving or who have received accident pay will advise the employer of any action they may institute or any claim they may make for damages. Further, employees will, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement on that injury.

**29.10** Where an employee obtains a verdict for damages in respect of an injury for which benefits have been received under this agreement, the employer's liability to pay such benefits will cease from the date of such verdict; provided that, if the verdict for damages is not reduced either in whole or part by the amount of the benefits so paid by the employer, the employee will pay to the employer the amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.

**29.11** Where an employee obtains a verdict for damages against a person other than the employer in respect of any injury for which benefits have been received under this clause, the employer's liability to pay such benefits will cease from the date of such verdict; provided that, if the verdict for damages is not reduced either in whole or part by the amount of benefits so paid by the employer, the employee will pay to the employer any amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.

**29.12** Nothing in this clause will require the employer to insure against its liability for the payment of benefits under this clause.

**29.13** Any changes in compensation rates under the relevant State legislation will not increase the amount of the benefits payable under this clause that would have been payable had the rates of compensation remained unchanged.

**29.14** All rights to any benefits under this clause will cease on the death of an employee.

**29.15** Where an employee receives a benefit payment under this clause and such payment is payable for incapacity for part of a week, the amount will be a direct pro-rata.

**29.16** For the purpose of this clause **Accident Pay** will mean:

**29.17.1** In the case of an employee who is deemed to be totally incapacitated within the meaning of the relevant State/Territory legislation and arising from an injury covered by this clause, means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant State/Territory legislation for the week in question and the total 38 hour weekly award rate for a day worker which would have been payable under the employee's normal classification for work for the week in question if normal duties had been performed, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates and other similar payments will not be included.

**29.17.2** In the case of an employee who is deemed to be partially incapacitated within the meaning of the relevant State/Territory legislation and arising from an injury covered by this clause, means a weekly payment of an amount of compensation paid under the relevant State/Territory legislation for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the parties) and the total 38 hour weekly award rate for a day worker which would have been payable under the employee's normal classification of work for the week in question if normal duties had been performed; provided that shift premiums, overtime payments, fares and travelling allowances, special rates or other similar payments will not be included.

**29.17.3** The total so calculated will be the same as that applying for a total incapacity under 29.17.1 above, provided that where an employee receives a weekly payment under this clause and subsequently such payment is reduced pursuant to the relevant State/Territory legislation, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

**29.18** For the purpose of this clause **injury** will be given the same meaning and application as applying under the relevant State/Territory legislation and no injury will result in the application of accident pay unless an entitlement exists under the relevant State/Territory legislation.

**29.19** Employees may be required upon engagement to inform the employer of all workers' compensation claims made by them in the previous two years. If an employee deliberately and falsely makes a statement in this connection, knowing at the time that such statement is made that it is false, the employee may forfeit the entitlement to accident pay under this clause.

**29.20 For the purposes of this clause relevant State/Territory legislation means:**

New South Wales

- *Workers' Compensation Act 1926*
- *Workers' Compensation Act 1987*
- *Workplace Injury Management*
- *Workers' Compensation Act 1998*

Victoria

- *Workers' Compensation Act 1958*
- *Accident Compensation Act 1985*

Queensland

- *Workers' Compensation Act 1916*

- *Workers' Compensation Act 1990*

South Australia

- *Workers' Compensation Act 1971*

- *Workers' Rehabilitation*

- *Compensation Act 1986*

Tasmania

- *Workers' Compensation Act 1927*

- *Workers' Compensation Act 1988*

Australian Capital Territory

- *Workers' Compensation Act 1951*

Northern Territory

- *Workers' Compensation Act*

- *Work Health Act 1986*

Western Australia

- *Workers' Compensation Act*

- *Rehabilitation Act 1981*

All the above Acts and Ordinances as amended from time to time.

## **WGNETSTART\_DOCASSOC\_1SCHEDULE A - RESPONDENTS**

Aer Lingus Japan Airlines

Aeroflot Russian International Airlines JAT - Yugoslav Airlines

Aerolineas Argentinas KLM Royal Dutch Airlines

Air Caledonie International Korean Air

Air China Kuwait Airways

Air France Lan Chile Airlines

Air India Lauda-Air

Air Lanka Limited Lufthansa German Airlines

Air Madagascar Malaysia Airlines System

Air Mauritius Limited Mandarin Airlines

Air Nauru Middle East Airlines

Air New Zealand Ltd Northwest Airlines Inc

Air Niugini Olympic Airways

Air Pacific Limited Pakistan International Airlines

Air Vanuatu Philippine Airlines

Alitalia Polish Airlines LOT

All Nippon Airways Co Ltd Polynesian Airlines  
American Airlines Inc Royal Jordanian Airlines  
Board of Airline Representatives of Australia Inc Royal Brunei Airlines  
British Airways Sabena  
Canadian Pacific Airlines Ltd Scandinavian Airline Systems  
Cathay Pacific Airways Ltd Sempati Air  
Continental Airlines Inc Singapore Airlines Limited  
Czechoslovak Airlines South African Airways  
Emirates Swissair Pty Limited  
Eva Airways Corporation Thai Airways International  
Finnair Trans World Airlines  
Garuda Indonesian Airways Turkish Airlines  
Gulf Air United Airlines Incorporated  
Iberia Airlines of Spain Varig Brazilian Airlines

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### **SCHEDULE A - List of Respondents**

#### **ROPING-IN AWARDS**

[Roping-in Award No. 1 of 2001 inserted by PR908554 ppc 03Sep01]

#### **1. TITLE**

This award shall be known as the Overseas Airlines (Interim) (Roping-in No. 1) Award 2001.

#### **2. APPLICATION**

2.1 The terms and conditions of the award known as the Overseas Airlines (Interim) Award 1999, as varied and in force from time to time shall be binding according to its terms upon:

2.1.1 the Australian Municipal, Administrative, Clerical and Services Union and its members; and

2.1.2 Singapore Airlines Cargo Private Limited, care of Ernst & Young, Level 15, Ernst & Young Building, 321 Kent Street, Sydney, NSW 2000

#### **3. RESPONDENCY**

The Overseas Airlines (Interim) Award 1999, Schedule A- Respondents, shall henceforth incorporate the employer listed in subclause 2.1.2 above and bind the said employer to the operatins of the award.

#### 4. SAVINGS

No employee shall, as a result of the making of this award, suffer any los of existing wages or benefits which would constitute any allowable matter to which the employees are entitled prior to the date of the coming into operation of this award.

#### 5. DATE OF OPERATION

This award shall come into force from 3 September, 2001 and shall remain in force for a period of twelve months.

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