

## AP768636 - Airline Operations – Clerical and Administrative Award 1999

This AIR consolidated award incorporates all amendments up to and including 30 September 2008 (variation [PR983631](#)).

Clauses affected by the most recent amendment(s) are:

- [23. Allowances](#)
- [24. Hours of work - daywork and shiftwork](#)
- [27. Breaks](#)

### About this Award:

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AP768636 [Pre-Reform AIR Consolidation]

## 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*  
(C No. 00084 of 1998)

### **CLERKS (DOMESTIC AIRLINES) AWARD 1980**

(ODN C No. 00312 of 1978)

[Print E3858 [C0027]]

Various employees	Airline operations
COMMISSIONER WILKS	SYDNEY, 30 NOVEMBER 1999

*Award simplification.*

### **ORDER**

[Paragraph corrected by [S5254](#) from 30Nov99]

Further to the decision issued by the Commission on 11 November 1999, [Print S0845] the above award is varied as follows:

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

## **1. AWARD TITLE**

The title of this award is the Airline Operations – Clerical and Administrative Award 1999.

## **2. ARRANGEMENT**

[2 amended by [PR949306](#) [PR970017](#)]

This award is arranged as follows:

1. Award title [[PR970017](#)]
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Parties bound [[PR925147](#)]
7. Relationship with other awards
8. Posting of award
9. Enterprise flexibility
10. Special conditions
11. Facilitative provisions
12. Consultation
13. Procedures for the settlement of industrial disputes [[PR949306](#)]
14. Employer and employee duties
15. Types of employment [[PR900979](#)]
16. Notice of termination [[PR949306](#)]
- 16A. Redundancy [[PR949306](#)]
17. Stand down of employees
18. Classifications
19. Wage rates [[PR965286](#)]
20. Supported wage system for employees with disabilities [[PR965286](#)]
21. Payment of wages [[PR900979](#)]
22. Higher duties
23. Allowances [[PR983631](#)]
24. Hours of work - daywork and shiftwork [[PR983631](#)]
25. Overtime [[PR970017](#)]
26. Sunday work
27. Breaks [[PR983631](#)]
28. Annual leave [[PR970017](#)]
29. Personal leave [[PR970017](#)]

[29A. Bereavement leave \[PR970017\]](#)

[30. Parental leave \[PR970017\]](#)

[31. Public holidays](#)

**Schedule A – Provisions applicable to Societe Internationale de Telecommunications Aeronautiques [PR965286]**

**3. ANTI-DISCRIMINATION**

**3.1** The parties bound by this award intend to achieve the principal object in subsection 3(j) of the *Workplace Relations Act 1996* through respecting and valuing the 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 14 - Procedures for the settlement of industrial disputes, the parties to this award must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

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

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

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

**3.3.3** 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;

**3.3.4** the exemptions in subsections 170CK(3) and (4) of the Act.

**4. DEFINITIONS**

**4.1** **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system.

**4.2** **The Act** means the *Workplace Relations Act 1996*.

- 4.3 Assessment sheet** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- 4.4 The Commission** means the Australian Industrial Relations Commission.
- 4.5 Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 4.6 Immediate family** includes:
- 4.6.1** a spouse ( including a former spouse, a de facto spouse, and a former de facto spouse) of the employee; and
  - 4.6.2** a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of employee.
- 4.7 Ordinary time** means an employee's rostered working hours, inclusive of shift penalties but exclusive of overtime payments.
- 4.8 Seven day shift worker** means an employee working rostered shifts necessitating regularly rostered Sundays and public holidays shifts as part of their ordinary hours.
- 4.9 Supported wage employees** means employees who are unable to perform the range of duties to the competence level required within the classification for which they are engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 4.10 Supported wage system** the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- 4.11 Union** means the Australian Services Union.

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

This award comes into force on 30 November 1999 and is in force for a period of twelve months.

## **6. PARTIES BOUND**

[6 substituted by [PR925147](#) ppc 27Nov02]

Ansett Australia;  
Compass Airlines Pty Ltd;  
Societe Internationale de Telecommunications Aeronautiques;  
Southern Cross Airlines Holdings Limited (trading as Compass Airlines);  
the Australian Services Union;

in respect of the employers' operations in all parts of Australia, in or in relation to any occupations, trade or calling in relation to airline operations (including customer services, sales, administration, reservations, freight, maintenance, engineering, supply, passenger handling) and all their employees in the classifications set out in clause 18 - Classifications, whether the employees are members of the Union or not.

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

This award supersedes the Clerks (Domestic Airlines) Award 1980 but no rights, obligations or liabilities incurred or accrued under that award are affected by the supersession.

## **8. POSTING OF AWARD**

A copy of this award must be made available by the employer in each section of the employer's operations where employees work under the provisions of this award.

## **9. ENTERPRISE FLEXIBILITY**

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:

- 9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace must be established.
- 9.2** For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 9.3** If agreement is reached application must be made to the Commission.

## **10. SPECIAL CONDITIONS**

- 10.1** The employer and an employee and where the agreement involves union members, the union may agree to vary an employee's time of work and conditions under the award to meet special circumstances in particular localities not otherwise provided by this award.

**10.2** A copy of any agreement affecting union members and any amendments to the agreement must be provided to the Union at least seven days prior to its proposed implementation.

**10.3** If no agreement is reached between the parties, an award variation may be applied for.

## **11. FACILITATIVE PROVISIONS**

**11.1** This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provision are to apply at the at the workplace or section or sections of it.

**11.2** The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

<b>Subject matter</b>	<b>Clause number</b>
Enterprise Flexibility	9
Special Conditions	10
Agreed Part-time Hours	15.3.3
Payment of Wages	21.2
Change of Roster	24.3.1(b)
Pay-out of Rostered Days Off	24.5.7
Ordinary Hours – Average of 38 hours per week to be worked over 3 months	24.1.2
Ordinary Hours – Increase by one hour at either end of the spread of hours	24.2.2
Arranging Ordinary Hours	24.1.2
Twelve Hour Shifts	24.1.3
Change of Roster	24.3.1(b)
Make- up Time	24.4
Ten Hour Break	25.2.1
Recall for duty	25.3.2
Time off in lieu of overtime	25.4.1
Staggering Meal Breaks	27.1.2
Time of Taking Leave	28.4.1
Variation of Parental Leave	30.6
Substitution of Public Holiday	31.5
Substitution of Public Holiday	31.6
Rostered Day off on a Public Holiday	31.8

### **11.3 Representation in agreement making**

- 11.3.1** If an employee or employees are member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of a facilitative provision.
- 11.3.2** If the employee or employees requests representation by the union or other employee nominated representative, the union representative or other employee nominated representative must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision.
- 11.3.3** If the union party to the award has members employed at an enterprise covered by the award, they will be informed by the employer of the intention to use the facilitative provision and will be given reasonable opportunity to participate in the negotiations regarding its use.

## **12. CONSULTATION**

- 12.1** At each enterprise covered by this award the employer and employees and, if appropriate, an appropriate agent including a trade union, may establish a mechanism and procedures which enable them to communicate and consult about matters arising out of this award which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.
- 12.2** The employer will permit a notice board to be erected in each premise to facilitate communication between employees and/or their union representatives.

## **13. PROCEDURES FOR THE SETTLEMENT OF INDUSTRIAL DISPUTES**

- 13.1** In the event of a dispute arising in the workplace the procedure to resolve the matter will be as follows:
  - 13.1.1** The employee and his/her supervisor meeting and conferring on the matter. The employee may appoint another person to act on their behalf including a shop steward or delegate of the union.
  - 13.1.2** If the matter is not resolved at this meeting, the parties must arrange for further discussion between the employee and his or her nominated representative, if any, and more senior levels of management. If a shop steward or delegate is requested to be in attendance, the shop steward or delegate will be allowed at a place designated by the employer, a reasonable period of time during working hours to prepare for discussions.

**13.2** If the matter is still not resolved, the matter must be discussed as follows:

**13.2.1** between the representative of the employer and the Branch Secretary of the Union or another nominated employee representative;

**13.2.2** If the matter is not resolved it must be discussed between the representative of the employer and the federal body of the Union (if appropriate) or another nominated employee representative.

**13.3** If the matter cannot be resolved it may be referred to the Commission.

**13.4** While the parties attempt to resolve the matter work will continue as normal, as instructed by the employer, unless an employee has a reasonable concern about imminent risk to safety or health. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

**13.5** Where a bona fide safety issue is involved, the employer and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify that authority.

### **13.6 Redundancy disputes**

[13.6 inserted by [PR949306](#) ppc 01Jul04]

**13.6.1** Paragraphs 13.6.2 and 13.6.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

**13.6.2** Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

the reasons for any proposed redundancy;

the number and categories of workers likely to be affected; and

the period over which any proposed redundancies are intended to be carried out.

**13.6.3** Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

## **14. EMPLOYER AND EMPLOYEE DUTIES**

- 14.1** An employer may direct an employee to carry out tasks in any work area or work centre provided the employer may only direct an employee to carry out such duties as are within the limits of the employee's skill and competency and training.
- 14.2** All employees will be required to coach other staff on a one to one basis (Double jacking) by the use of personal instruction and demonstration. Coaching may be used as a consolidation of more formalised classroom training. Without the consent of the employee coaching will not be required unless the employee has twelve months experience at the level of the position.

## **15. TYPES OF EMPLOYMENT**

### **15.1 General**

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

full-time employees  
part-time employees  
relief employees

- 15.1.2** At the time of engagement an employer must inform each employee of the terms of their engagement and in particular whether they are to be full-time or part-time.

### **15.2 Full-time employment**

Any employee not specifically engaged as a part-time employee is deemed to be employed by the week.

### **15.3 Part-time employment**

- 15.3.1** An employer may employ part-time employees in any classification in this award.

- 15.3.2** A part-time employee is an employee who:

works less than full-time hours of 38 per week; and  
has reasonably predictable hours of work; and  
receives, on a pro rata basis, pay and conditions to those of full time employees who do the same work in the classification concerned.

- 15.3.3** All time worked in excess of the agreed hours per day or 38 hours per week will be overtime and paid for at the rates prescribed in clause 25- Overtime.

**15.3.4** A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

**15.3.5** A regular part-time employee must work a minimum of four continuous hours each shift.

#### **15.4 Relief employment**

**15.4.1** Relief employees are those employees employed in order to:

**15.4.1(a)** relieve employees who are absent from work on annual leave, long service leave, periods of workers' compensation exceeding six weeks, two or more rostered days off; or

[15.4.1(b) corrected by [PR900979](#) ppc 30Nov99]

**15.4.1(b)** relieve employees who are required to work higher duties to cover employees who are absent from work on the grounds set out in 16.5.1(a).

**15.4.2** Relief employees may be engaged as day workers or shift workers.

**15.4.3** Relief employees may be engaged to replace an employee who is absent from work on the grounds set out in 15.4.1.

**15.4.4** Relief employees must be paid at an hourly rate of 1/38 of the minimum weekly wage rate of the classification in which they are employed plus 1/38 of the applicable allowances.

**15.4.5** Relief employees are entitled to the entitlements set out in the following clauses:

<b>Subject matter</b>	<b>Clause number</b>
Termination of employment	16
Public Holidays	31
Sunday Work	26
Personal Leave	29
Annual leave	28
Rostered days off	24.5

**5.4.5(a)** The entitlements of a relief employee under the above clauses must be calculated on a proportionate basis by reference to the average daily hours worked by the employee during the four week period

immediately preceding the taking of the leave or the cessation of the employee's employment (as applicable).

**15.4.5(b)** The provisions of clause 24.2 and 24.3 – Day work and shift work must apply to relief employees with the exception of 24.3.1. The make-up of shift strength and replacement of absent employees on shift will be determined on the basis of immediate workload and not automatic.

**15.4.6** Relief employees must be engaged for a minimum period of four hours.

## **15.5 Probationary employment**

**15.5.1** An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation, which can be up to but not exceed three months.

**15.5.2** A probationary employee is for all purposes of the award a full-time or part time employee.

## **15.6 Juniors rates of pay**

A Junior commences at the appropriate age percentage of the first year of the appropriate level. The percentage will be increased on the date of birth each year to age 21 and the level will increase each year on the anniversary on the date of commencement.

<b>Percentage of appropriate rate</b>	
18 years	65%
19 years	75%
20 years	90%
21 years	100%

## **16. NOTICE OF TERMINATION**

[16 Termination of employment title changed by [PR949306](#) ppc 01Jul04]

### **16.1 Notice of termination by employer**

**16.1.1** In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>

1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**16.1.2** In addition to the notice in 16.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**16.1.3** Payment in lieu of the prescribed notice in 16.1.1 and 16.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**16.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

**16.1.4(a)** the employee's ordinary hours of work (even if not standard hours); and

**16.1.4(b)** the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

**16.1.4(c)** any other amounts payable under the employee's contract of employment.

**16.1.5** The period of notice in this clause does not apply:

**16.1.5(a)** in the case of dismissal for serious misconduct;

**16.1.5(b)** to employees engaged for a specific period of time or for a specific task or tasks;

**16.1.5(c)** to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

**16.1.5(d)** to casual employees.

**16.1.6** Continuous service is defined in clause 28.8.

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

- 16.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 16.2.2** If an employee fails to give the notice specified in 16.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 16.1.4.

## **16.3 Job search entitlement**

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

## **16.4 Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause 16A - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## **16A. REDUNDANCY**

[16A inserted by [PR949306](#) ppc 01Jul04]

### **16A.1 Definitions**

- 16A.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 16A.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 16A.1.3 Small employer** means an employer who employs fewer than 15 employees.

**16A.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

**16A.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

overtime;  
penalty rates;  
disability allowances;  
shift allowances;  
special rates;  
fares and travelling time allowances;  
bonuses; and  
any other ancillary payments of a like nature.

## **16A.2 Transfer to lower paid duties**

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

## **16A.3 Severance pay**

### **16A.3.1 Severance pay – other than employees of a small employer**

An employee, other than an employee of a small employer as defined in 16A.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay

10 years and over	12 weeks' pay
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\* **Week's pay** is defined in 16A.1.

### **16A.3.2 Severance pay – employees of a small employer**

An employee of a small employer as defined in 16A.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

\* **Week's pay** is defined in 16A.1.

**16A.3.3** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

**16A.3.4** Continuity of service shall be calculated in the manner prescribed by clause 28.8. Provided that service prior to 1 July 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 16A.3.2.

**16A.3.5** Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [[PR032004](#), 26 March 2004] and the *Redundancy Case Supplementary Decision* [[PR062004](#), 8 June 2004].

### **16A.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 16 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

### **16A.5 Alternative employment**

**16A.5.1** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

**16A.5.2** This provision does not apply in circumstances involving transmission of business as set in 16A.7.

**16A.6 Job search entitlement**

**16A.6.1** During the period of notice of termination given by the employer in accordance with 16.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

**16A.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**16A.6.3** The job search entitlements under this subclause apply in lieu of the provisions of 16.3.

**16A.7 Transmission of business**

**16A.7.1** The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

**16A.7.1(a)** Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

**16A.7.1(b)** Where the employee rejects an offer of employment with the transmittee:

in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

**16A.7.2** The Commission may vary 16A.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

**16A.8 Employees exempted**

This clause does not apply to:

employees terminated as a consequence of serious misconduct that justifies dismissal without notice;  
probationary employees;  
trainees;  
employees engaged for a specific period of time or for a specified task or tasks; or  
casual employees.

**16A.9 Incapacity to pay**

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

**17. STAND DOWN OF EMPLOYEES**

**17.1** An employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed for the following reasons:

**17.1.1** any strike or stoppage of work;

**17.1.2** any cause for which the employer cannot reasonably be held responsible but excluding slackness of trade.

**17.2** If the employer proposes to exercise the right under 17.1, the employer must notify each employee of the alternatives available to the employee including how employment can be recommenced. During the period the notification of stand down remains in force the employee is stood down for the purpose of this subclause.

**17.3** An employee who is stood down under 17.1 will be treated for all purposes as having continuity of service and employment other than payment of wages under clause 21 – Payment of wages.

**17.4** An employee stood down under 17.1 who has exercised the right to take other employment will be entitled to work out in such other employment notice of up to one week provided the employee notifies the employer.

- 17.5** An employee stand down under 17.1 may agree with their employer to take, for the period of the stand down only, any leave to which the employee is entitled or which has accrued.
- 17.6** If an employee is stood down under 17.1.2, an employer will not deduct payment for any day as a public holiday except to the extent that the employee has become entitled to payment for the holiday in other employment. An employee claiming payment for a holiday will, if required by the employer, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.
- 17.7** An employee may be stood down only at their home base.
- 17.8** An employee who is stood down under this clause may terminate their employment without notice and be entitled to receive from the employer as soon as practicable any monies due at the time of termination. The day on which the employee exercises the right of termination without notice will be the day on which the employment is terminated.
- 17.9** An employee whose employment is terminated under 17.8 is for all purposes (other than payment in lieu of notice) be treated as if the employer without default of the employee had terminated his employment.
- 17.10** An employee who is stood down under this clause will be at liberty to take other employment

## **18. CLASSIFICATIONS**

The following classification structure applies to Ansett Australia & Ansett Air Freight:

### **18.1 Multi-skilled operator**

The Multi-skilled operator level varies from stream to stream depending on the skills required.

**18.2** A multi-skilled operator must meet the following criteria:

- 18.2.1** Able to perform all duties of one or more positions of each level below, including all duties of the base level, and by utilising required skills for the equivalent of 12 months at each level, or
- 18.2.2** Have been employed in the industry for a minimum of the equivalent of 12 months at each level below the multi-skilled level, including with the company for a minimum of 12 months.
- 18.2.3** In either case the employee must be available for further training.

### 18.3 Levels and classifications

- 18.3.1 Employees in reservations, traffic, retail, operations/crewing and, freight or cargo (other than administrative positions) will be allocated to one of the levels set out in the operations salary structure.
- 18.3.2 All other employees will be allocated to one of the levels set out in the support salary structure.
- 18.3.3 On moving to a stream with a higher multiskilled, level, the of employee's rate of pay will be maintained with fast tracked training to follow. On moving to a stream with a lower multi-skilled level of employees rate of pay will be reduced to the multi-skilled rate with a fast tracked programme to follow.

### 18.4 Operations - short definitions

#### 18.4.1 Level 1

- 18.4.1(a) **Knowledge** - Able to read and comprehend data/ information/ procedures relevant to job including port codes, geography, airline network, dangerous goods awareness. Numeracy skills.
- 18.4.1(b) **Mental** - Able to make decisions based on knowledge of procedures. Able to apply knowledge and skills to situations.
- 18.4.1(c) **Social** - High interaction with staff and customers involving answering of queries, selling skills
- 18.4.1(d) **Physical** - Able to: operate keyboard, computer systems, including the ability to select appropriate software; operate fax machines, franking machines, photocopiers and communication systems.
- 18.4.1(e) **Responsibility** - Responsible for checking and organisation of own work for accuracy and efficiency. Able to complete cash and credit sales transactions as required.
- 18.4.1(f) **Supervision** - Close supervision to monitor transition to airline. Work performance checked by peers.

#### 18.4.2 Level 2

- 18.4.2(a) **Knowledge** - Able to read and comprehend information relating to position. Able to provide detailed information on the company and its services to customers.

**18.4.2(b) Mental** - Able to extract and utilise information to best accommodate needs of customers. Logical reasoned follow-up ability.

**18.4.2(c) Social** - High interaction with staff and customers.

**18.4.2(d) Physical** - Able to utilise several software packages, keyboard and office machines.

**18.4.2(e) Responsibility** - Responsible for accuracy and attention to detail.

**18.4.2(f) Supervision** - Required only for timely performance of work.

### **18.4.3 Level 3**

**18.4.3(a) Knowledge** - Full knowledge of procedures. Detailed knowledge of other sections of Department and their interrelationships.

**18.4.3(b) Mental** - Reasoning and judgement skills. Able to interpret data from software packages.

**18.4.3(c) Social** - Selling skills developed with high interaction with customers.

**18.4.3(d) Physical** - Able to utilise several software packages, keyboard and office machines.

**18.4.3(e) Responsibility** - Responsible for ensuring all actions result in customer satisfaction, meeting of deadlines and in accordance with regulations.

**18.4.3(f) Supervision** - Limited passive supervision

### **18.4.4 Level 4 - Multi-skilled level for Reservations**

**18.4.4(a) Knowledge** - Knowledge of procedures including those appropriate for specific needs. Able to use a wide range of writing styles to suit purpose. Detailed knowledge of aspects of work and organisation, including special products and complex issues.

**18.4.4(b) Mental** - Reasoning and judgement skills. Able to interpret specialised data.

**18.4.4(c) Social** - Able to respond to difficult client/public/ staff problem and enquiry within own function area. Able to articulate organisational viewpoint. Interaction with other staff seeking advice and assistance.

**18.4.4(d) Physical** - Able to utilise several software packages, keyboard and office machines.

**18.4.4(e) Responsibility** - Responsible for ensuring all actions result in customer satisfaction, meeting of deadlines and in accordance with regulations. Due to extensive knowledge able to suggest improvements to system.

**18.4.4(f) Supervision** - Passive supervision. Able to allocate work tasks to individuals and check work progress.

#### **18.4.5 Level 5 - Multi skilled level for Traffic, Cargo and Freight**

**18.4.5(a) Knowledge** - Complete knowledge of specialised skill. Able to use knowledge to verbally and in writing report on area of responsibility. Apply knowledge of company's objectives, growth, trends, competitions to position

**18.4.5(b) Mental** - Judgement and reasoning in respect to broad, specialised knowledge. Exercise of initiative and discretion.

**18.4.5(c) Social** - Able to respond to difficult client/public/ staff problems and enquiry across spectrum of area of specialisation. Able to articulate organisational viewpoint. Interaction with other staff seeking advice and assistance.

**18.4.5(d) Physical** - Able to utilise relevant software packages, keyboard and office machines. Able to use technical skills for system backup and support.

**18.4.5(e) Responsibility** - Responsible for ensuring timely and accurate actions. Able to problem-solve and suggest improvements to system due to extensive knowledge.

**18.4.5(f) Supervision** - Passive supervision. Able to co-ordinate workflow within section and maintain quality as part of a team.

#### **18.4.6 Level 6 - Multi skilled level for Retail**

**18.4.6(a) Knowledge** - Complete knowledge of area of specialisation as well as general knowledge of other areas of the stream. Able to apply knowledge to assist in developing policy, new products and future trends.

**18.4.6(b) Mental** - Exercise judgement, reasoning, initiative and discretion

**18.4.6(c) Social** - Liaise with staff/customers and other airline personnel.

- 18.4.6(d) **Physical** - Keyboard skills including knowledge of appropriate software and office machines.
- 18.4.6(e) **Responsibility** - Required to demonstrate responsibility and accountability for own work.
- 18.4.6(f) **Supervision** - Generally unsupervised or requiring only minimal or passive supervision. Responsible and accountable for own work. Able to co-ordinate workflow within section and maintain work quality as part of a team.

#### 18.4.7 Level 7

- 18.4.7(a) **Knowledge** - Full knowledge of policy and procedures relating to work area. Operational knowledge as well as knowledge of relevant computer software.
- 18.4.7(b) **Mental** - Judgement and reasoning, initiation and discretion.
- 18.4.7(c) **Social** - Able to liaise with and consult other section of the organisation and/or external organisations to resolve a problem. Base level counselling. Interaction with customers.
- 18.4.7(d) **Physical** - Keyboard and computer skills with use of computer software. Use of office machines.
- 18.4.7(e) **Responsibility** - Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest improvements in the area of work. Responsible for the assignment of work and first level discipline. Responsible to ensure customer service standards, operational and cost efficiency in area of control.
- 18.4.7(f) **Supervision** - First level supervisors.

#### 18.4.8 Level 8

- 18.4.8(a) **Knowledge** - Broad knowledge of systems, procedures and policy. Advanced supervisory skills.
- 18.4.8(b) **Mental** - Exercising of reasoning and judgement/initiation and discretion and able to problem solve.
- 18.4.8(c) **Social** - Interaction with staff/customers/external departments. Disciplining and counselling as required.

**18.4.8(d) Physical** - Keyboard and computer skills including use of relevant software. Use of office machines.

**18.4.8(e) Responsibility** - Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest improvements in the area of work. Responsible for the assignment of work and discipline as required. Assume responsibility for several groups and ensure customer service standards, operational and cost efficiency in areas of control.

**18.4.8(f) Supervisory** - Supervisor

#### **18.4.9 Level 9 - Airport Team leader**

**Key Responsibilities** - In addition to duties and responsibilities in lower classifications, the Team Leader is required to lead activities in Customer Service Teams by ensuring on time performance, and providing an environment that encourages staff development, motivation and performance in the delivery of Customer Service by:

Leading, motivating and communicating with other employees on a daily basis

Ensuring Customer Service Officers apply company policies and tools as required

Monitoring and ensuring appropriate announcements are used.

Monitoring despatch CSO's to ensure appropriate procedures are applied.

Ensuring gate lounges are appropriately manned and all aircraft are met.

Taking ownership of problems and irregularities in the airport customer service environment

Counselling employees in relation to performance issues

Assisting and supporting employees to ensure company policies and procedures are applied.

Ensuring efficient allocation of employees to meet business requirements

Maximising multi-skilling opportunities by establishing relationships with other employees to optimise shift utilisation.

Ensuring all company property in Customer Service are in serviceable condition

Contributing to special projects, compiling reports, and handling other functions as directed by the employer

Ensuring OH & S guidelines and policies are adhered to by employees at all times

#### **18.5 Support - short definitions**

##### **18.5.1 Level 1**

- 18.5.1(a) Knowledge** - Basic numeracy skills including addition, subtraction, multiplication and division. Able to maintain mail register, filing system. Knowledge of office procedures, requirements and systems. Knowledge of company structure.
- 18.5.1(b) Mental** - Able to make minor decisions and/or solve problems relating to own task.
- 18.5.1(c) Social** - Limited contact required however must be able to listen actively and receive and relay verbal information accurately, including the taking of accurate messages. Greet visitors.
- 18.5.1(d) Physical** - Able to operate simple keyboard, machines and computers, transcribe information and perform messenger duties.
- 18.5.1(e) Responsibility** - Responsible for checking and organisation of own work for accuracy.
- 18.5.1(f) Supervision** - Close supervision to monitor transition to airline. Work performance checked by peers.

## **18.5.2 Level 2**

- 18.5.2(a) Knowledge** - Developed literary skills, understanding of significance of section to department/airline, awareness of other job functions. Numeracy skills. Knowledge of computer based record management systems. Knowledge of codes applicable to work, e.g. fare basis.
- 18.5.2(b) Mental** - Judgement and reasoning. Able to interpret information for input into computer systems.
- 18.5.2(c) Social** - Communication both internally and externally by phone face to face and proforma correspondence.
- 18.5.2(d) Physical** - Keyboard skills including use of computers and calculators. Use of office machines.
- 18.5.2(e) Responsibility** - Responsible for accuracy and the correction of inaccuracies. Able to recognise deficiencies in documentation.
- 18.5.2(f) Supervision** - Required for timely performance of work and resolution of problems - usually by next highest level.

## **18.5.3 Level 3**

- 18.5.3(a) **Knowledge** - Detailed knowledge of other sections of Department and their inter-relationship. Knowledge of how Section/Department fits into organisation and how to use knowledge to access information.
- 18.5.3(b) **Mental** - Judgement, reasoning and logic.
- 18.5.3(c) **Social** - Communication with other departments/customers/staff. Able to arrange bookings, organise itineraries, establish phone contacts.
- 18.5.3(d) **Physical** - Complex machine/computer operation.
- 18.5.3(e) **Responsibility** - Responsible to take action to correct errors of self and subordinates. Meeting of deadlines. Responsible for formatting of complex documents and interpreting data in area of work.
- 18.5.3(f) **Supervision** - Passive supervision, mainly advisory.

#### 18.5.4 Level 4

- 18.5.4(a) **Knowledge** - Detailed knowledge of job functions of other sections and a thorough knowledge of department and its interaction with other departments. Detailed knowledge of manuals and/or procedures.
- 18.5.4(b) **Mental** - Immediate reasoned response to queries.
- 18.5.4(c) **Social** - Must exercise diplomacy in handling customers. Able to articulate organisational viewpoint. Interaction with other staff seeking advice and assistance.
- 18.5.4(d) **Physical** - All office machinery, computers, including computer software relevant to department.
- 18.5.4(e) **Responsibility** - Responsible for ensuring all actions result in achievement of section objective. Due to extensive knowledge able to suggest improvements to system.
- 18.5.4(f) **Supervision** - Passive supervision.

#### 18.5.5 Level 5 - Multi-skilled level

- 18.5.5(a) **Knowledge** - Complete knowledge of area of specialisation as well as general knowledge of other areas of the stream. Knowledge of how to establish systems may require understanding of awards and conditions or technical data/records. Detailed understanding of accounting functions and able to follow up complex unpaid accounts. Able to reconcile large and complicated reconciliations. Able to access complex

information from external sources and use a wide range of writing styles to consolidate information.

- 8.5.5(b) Mental** - Exercise of judgement and reasoning. Able to act proactively.
- 18.5.5(c) Social** - Liaise with staff/customers and other airline personnel. Liaise and reply in writing as appropriate and establish itineraries, invitation responses, meetings etc. on behalf of executive.
- 18.5.5(d) Physical** - Keyboard skills including knowledge of appropriate software and office machines. Apply knowledge of advanced functions of application software.
- 18.5.5(e) Responsibility** - Required to demonstrate responsibility and accountability for their own work. Able to investigate information sources.
- 18.5.5(f) Supervision** - Generally unsupervised or requiring only minimal or passive supervision.

#### **18.5.6 Level 6**

- 18.5.6(a) Knowledge** - Complete knowledge of area of specialisation. Able to analyse data and make recommendations based on results.
- 18.5.6(b) Mental** - Exercising of reasoning and judgement in a daily changing dynamic environment.
- 18.5.6(c) Social** - Able to liaise with strategically important accounts/persons. May be required to be responsible for the speedy collection of amounts owing through credit collection techniques. May be required to negotiate terms and rates for approved purchases.
- 18.5.6(d) Physical** - Keyboard and computer skills with use of computer software. Use of office machines.
- 18.5.6(e) Responsibility** - Required to demonstrate responsibility and accountability for their own work as well as able to suggest improvements in the area of work. Responsible for creating new systems as required or researching for best fit.
- 18.5.6(f) Supervision** - Passive supervision.

#### **18.5.7 Level 7**

- 18.5.7(a) Knowledge** - Full knowledge of policy and procedures relating to work area. Operational knowledge as well as knowledge of relevant computer software. May be required to design modification to system.
- 18.5.7(b) Mental** - Judgement and reasoning with ability to proactively problem solve.
- 18.5.7(c) Social** - Able to liaise with and consult other section of the organisation and/or external organisations to resolve a problem. Base level counselling. Interaction with customers.
- 18.5.7(d) Physical** - Keyboard and computer skills with use of computer software. Use of office machines.
- 18.5.7(e) Responsibility** - Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest and initiate improvements in the area of work. Responsible for the assignment of work and first level discipline. Assume responsibility for efficiency in area of control.
- 18.5.7(f) Supervision** - First level supervisors.

#### **18.5.8 Level 8**

- 18.5.8(a) Knowledge** - Broad knowledge of systems, procedures and policy. Advanced supervisory skills.
- 18.5.8(b) Mental** - Exercising of reasoning and judgement and able to problem solve, allocate manpower and initiate corrective action as required.
- 18.5.8(c) Social** - Interaction with staff/customers/external departments. Monitoring techniques and performance of staff with disciplining and counselling as required.
- 18.5.8(d) Physical** - Keyboard and computer skills including use of relevant software. Use of office machines.
- 18.5.8(e) Responsibility** - Responsible for the efficient operation of designated area. Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest improvements in the area of work. Responsible for the assignment of work and discipline as required.
- 18.5.8(f) Supervision** - Supervisor.

### **19. WAGE RATES**

### 19.1 Minimum wage rates

[19.1 varied by [PR913504](#); substituted by [PR927136](#) [PR943661](#) [PR955233](#); [PR965286](#) ppc 29Jan06]

The following minimum rates of pay are payable.

<b>Classification/Level</b>	<b>Minimum rate</b>
<b>Operations</b>	
<b>Level 1</b>	608.50
<b>Level 2</b>	623.25
<b>Level 3</b>	654.90
<b>Level 4</b>	675.90
<b>Level 5</b>	724.81
<b>Level 6</b>	740.69
<b>Level 7</b>	749.60
<b>Level 8</b>	765.85
<b>Level 9</b>	810.57
<b>Support</b>	
<b>Level 1</b>	597.31
<b>Level 2</b>	608.50
<b>Level 3</b>	639.31
<b>Level 4</b>	675.90
<b>Level 5</b>	710.69
<b>Level 6</b>	724.81
<b>Level 7</b>	740.69
<b>Level 8</b>	749.60

### 19.2 Administration juniors

The following rates apply to Juniors in administration in the proceeding classification structures:

	<b>Percentage of appropriate rate</b>
16 years and under	50
17 years	55
18 years	65
19 years	75
20 years	90

### 19.3 Absorption of safety net adjustments

[19.3 substituted by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#); [PR965286](#) ppc  
29Jan06]

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.

## **20. SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES**

### **20.1 General**

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

### **20.2 Eligibility criteria**

**20.2.1** Except as provided, this clause applies to supported wage employees.

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

**20.2.3** This clause does not apply to employers in respect of their facility, program, undertaking, service or the like which receive funding under the *Disability Services Act 1986* and fulfil the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under section 10 or under section 12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

### **20.3 Supported wage rates**

**20.3.1** Supported wage employees must be paid a minimum rate equal to the following percentage of the minimum wage rate prescribed by this award for the classification for which the person is engaged:

<b>Assessed capacity (clause 20.4)</b>	<b>Percentage of adult minimum wage rate</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

[20.3.2 varied by [PR927136](#) [PR943661](#) [PR955233](#); [PR965286](#) ppc 29Jan06]

**20.3.2** The minimum amount payable to a supported wage employee is \$62.00 per week.

**20.3.3** If a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

#### **20.4 Assessment of capacity**

For the purpose of establishing the percentage of the award rate to be paid to *an* employee under this award, the productive capacity of the employee is assessed in accordance with the supported wage system and documented in an assessment instrument, by either:

**20.4.1** The employer and the Union in consultation with the employee, or, if desired by any of these; or

**20.4.2** The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

#### **20.5 Lodgment of assessment instrument**

**20.5.1** All assessment instruments under this clause, including the appropriate percentage of the award wage to be paid to the employee, must be lodged by the employer with the Registrar of the Commission.

**20.5.2** All assessment instruments must be agreed and signed by the parties to the assessment.

**20.5.3** If the Union is not party to the assessment, it must be referred by the Registrar to the Union by certified mail and must take effect unless an objection is notified to the Registrar within 10 working days.

## **20.6 Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.

## **20.7 Other terms and conditions of employment**

If an assessment has been made, the applicable percentage must apply to the wage rate only. Employees covered by the provisions of the clause are entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

## **20.8 Workplace adjustment**

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

## **20.9 Trial period**

**20.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a maximum trial period of 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

**20.9.2** During that trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.

[20.9.3 varied by [PR955233](#) ppc 29Jan05; corrected by [PR955906](#); varied by [PR965286](#) ppc 29Jan06]

**20.9.3** The amount payable to the employee during the trial period must be \$62.00 per week. Work trials should include induction or training as appropriate to the job being trialed.

**20.9.4** If the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of

employment must be entered into based on the outcome of assessment under 20.4.

## **21. PAYMENT OF WAGES**

**21.1** Wages must be paid weekly or fortnightly, either:

**21.1.1** according to the actual ordinary hours worked each week or fortnight; or

**21.1.2** according to the average number of ordinary hours worked each week or fortnight.

**21.2** The employer and a majority of employees and the union or the nominated employee representative may agree to be paid over a different period than for most of the employees in the enterprise.

### **21.3 Payment of wages – training courses**

**21.3.1** An employee required to attend a training course relevant to clause 18 - Classifications (including the gaining of experience) will be paid full salary including all shift allowances and weekend penalty rates that the employee would have received if they had worked their normal roster.

**21.3.2** Provided that this provision does not apply in respect of an employee attending an initial training course within one month of engagement.

### **21.4 Method of payment**

Wages must be paid into the employee's bank or approved credit union account, subject to the cost incurred for depositing such salaries being met by the employer.

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

On termination of employment wages due to an employee must be paid 48 hours after clearance of employment procedures have been completed.

### **21.6 Payment of overtime, shift and other payments**

[21.6 corrected by [PR900979](#) ppc 30Nov99]

The employer must make overtime, shiftwork or other extraneous payments in the pay period following that in which the payments were earned.

## **22. HIGHER DUTIES**

**22.1** If an employee classified at or above the multi-skilled classification as provided by the classification structure in clause 18 - Classifications, is required to perform a

higher class of work in any day or shift, the employee must be paid for the whole day or shift at the higher rate of pay.

- 22.2** If an employee is required to perform a lower class of work for ordinary hours in any day or shift, the employee must be paid for the whole day or shift at the employee's normal rate of pay.

## **23. ALLOWANCES**

Employees will in addition to the rates elsewhere prescribed by this award be paid the following special allowances but such special allowances will not be subject to penalty rates for overtime, Sunday or holiday pay or shift work:

### **23.1 Tropical zone allowance**

Zone allowances will be paid at the rate prevailing under Australian Public Service Regulations from time to time.

### **23.2 Foreign language allowance**

[23.2 varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

If an employee is required to work in an international terminal and is required by the employer to speak a foreign language the employee will be paid an amount of \$4.23 per week for one language, \$6.32 for two languages and \$8.25 for three or more foreign languages.

### **23.3 Disability allowance**

- 23.3.1** Where the normal working conditions of employees are adversely affected by construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to work, and such work extends beyond two weeks, the following allowance must be paid:

[23.3.1(a) varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

- 23.3.1(a)** If the work involves excessive fumes, noise and dust or other like disabilities through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours the allowance will be 80 cents per hour.

[23.3.1(b) varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

**23.3.1(b)** If the work involves noise and dust or other like disabilities to a limited degree due to alternations and/or the removal or installation of plant and machinery and a marked reduction in work space the allowance will be 44 cents per hour.

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

#### **23.4 Transport allowance**

[23.4.1 varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#); [PR983631](#) ppc 01Oct08]

**23.4.1** Employees must receive a transport allowance at the rate of \$8.27 per shift when employed as shift workers at airports on an ordinary rostered shift, which commences or finishes after 7 p.m. and before 7 a.m.

[23.4.2 varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#); [PR975603](#) ppc 01Dec06]

**23.4.2** Employees must be paid a transport allowance of \$7.75 when they are employed at the airport and required to work overtime that commences or finishes after 7 p.m. and before 7 a.m.

**23.4.3** If an employee is recalled to work overtime in 27.3 the employee will be entitled to receive the transport allowance provided.

**23.4.4** If an employee is required to commence or cease work at a time when the usual means of conveyance is not available the employer must convey the employee from or to his/her home or lodgings, or provide an allowance in lieu thereof.

**23.4.5** If the employer supplies transport the transport allowance in this clause is not payable.

#### **23.5 Uniform and protective clothing allowance**

If an employer requires an employee to wear a uniform, protective clothing or footwear, the employer must reimburse the employee for the reasonable costs of obtaining such uniform unless the employer provides the uniform.

#### **23.6 First aid allowance**

[23.6 varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

An employee who holds an appropriate first aid qualification, and is required by the employer to perform first aid duties must be paid a weekly allowance of \$10.57.

## **24. HOURS OF WORK - DAYWORK AND SHIFTWORK**

### **24.1 Ordinary hours of work**

**24.1.1** The ordinary hours of day work for a full time employee are an average of 38 per week over a 28 day cycle.

### **24.1.2 Method of arranging ordinary hours**

**24.1.2(a)** Subject to the employer's right to fix the daily hours for day workers from time to time within the spread of hours referred to in 24.2.2 and the 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 affected employees in the enterprise or part of the enterprise concerned and union, and employee nominated representative.

**24.1.2(b)** Matters upon which agreement may be reached include:

- 24.1.2(b)(i)** how the hours are to be averaged over a work cycle;
- 24.1.2(b)(ii)** any arrangement of ordinary hours above and below eight per day to a maximum of twelve.
- 24.1.2(b)(iii)** rosters which specify the starting and finishing times of working hours;
- 24.1.2(b)(iv)** notice of rostered days off;
- 24.1.2(b)(v)** substitution of rostered days off;
- 24.1.2(b)(vi)** arrangements to allow for flexibility in relation to the taking of rostered days off

**24.1.3** In accordance with 24.1.2, 12 hour days or shifts may be introduced subject to:

Proper health monitoring procedures being introduced.

Suitable roster arrangement being made.

Proper supervision being provided.

Adequate breaks being provided.

An adequate trial or review process being implemented through the consultative process in clause 12 - Consultation.

[24.1.3(a) corrected by [PR900979](#) ppc 30Nov99]

**24.1.3(a)** To facilitate this clause, ordinary shift and related shift penalty arrangements will be averaged over the shift cycle for pay purposes.

**24.1.3(b)** The average shift penalty will not be paid for sick leave, workers compensation, long service leave and overtime or for any other purpose than the calculation of ordinary times earnings.

## **24.2 Day work**

**24.2.1** The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.

**24.2.2** The ordinary hours of work are to be worked at the discretion of the employer between 7.30 a.m. and 6.30 p.m. The spread of hours (i.e. 7.30 a.m. to 6.30 p.m.) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned and union, and employee nominated representative.

## **24.3 Shiftwork**

### **24.3.1 Shiftwork rosters**

**24.3.1(a)** Shift work rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.

**24.3.1(b)** Employees must be given at least seven days' notice of any change to their shift work rosters unless the shift work rosters are varied by agreement between the employer and the employee concerned.

**24.3.1(c)** Employees must be given at least forty eight hours notice of change to their established roster when the commencing or finishing time is changed by greater than 30 minutes, otherwise the employee must be paid at overtime rates in accord with clause 25 - Overtime.

### **24.3.2 Shift loadings**

[24.3.2 corrected by [PR900979](#) ppc 30Nov99]

An employee regularly rostered for duty commencing before 7.30 a.m. or finishing after 6.30 p.m. on any day Monday to Friday will be paid the following shift loadings:

All shifts commencing not earlier than 5 a.m. but prior to 8 a.m. – 12.5%  
All shifts finishing after 6 p.m. but not later than midnight - 15%  
All shifts finishing after midnight but prior to 1 p.m. – 22.5%

### **24.3.3 Shift work on a Saturday**

**24.3.3(a)** Shift workers must be paid at the rate of time and a half for all shifts worked on a Saturday.

[24.3.3(b) varied by [PR979628](#); [PR983631](#) ppc 01Oct08]

**24.3.3(b)** If a shift worker is required to work afternoon shifts or night shifts on a Saturday, the shift worker is entitled to an additional \$10.82 per shift.

### **24.3.4 Shiftwork on Sundays and Public Holidays**

**24.3.4(a)** Shift workers must be paid at the rate of double time for all shifts worked on a Sunday and public holidays except Christmas day and Good Friday.

**24.3.4(b)** Shift workers must be paid at the rate of double time and a half for all shifts

[24.3.4(c) varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

**24.3.4(c)** If a shift worker is required to work afternoon shifts or night shifts on a Sunday or public holiday, the shift worker is entitled to an additional \$10.82 per shift.

### **24.3.5 Multiple shift allowance**

[24.3.5(a) varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

**24.3.5(a)** If a shift worker in any roster week is required to work three shifts that commence at times that are greater than 30 minutes apart they must be paid on allowance of \$3.29.

[24.3.5(b) varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

**24.3.5(b)** If a shift worker in any rostered week is required to work three or more shifts, and there are greater than three rostered starting times with a difference in excess of 30 minutes, they must be paid a further allowance of \$3.53 for each such starting time in excess of three.

### **24.3.6 Working alone allowance**

If a shift worker is required to work alone for the whole or major part of a shift between 11 p.m. and 7 a.m., they must be paid an additional loading of five per cent of their ordinary rate for the period in which they work alone, in addition to any other penalties or allowances due.

### **24.4 Make up time**

An employee may elect, with the consent of his or her employer, to work make-up time under which the employee takes time off ordinary hours, and works those hours at a later time, or rostered.

### **24.5 Rostered days off**

- 24.5.1** Employees will be entitled to earn credits during each nineteen day work cycle towards the taking of a day off.
- 24.5.2** Employees must be advised of their rostered day off to each four weekly period.
- 24.5.3** If employees (other than casual employees) agree with the employer to take a rostered day off (previously referred to as the 'twentieth day') their rostered day off must be taken at a time fixed by the employer.
- 24.5.4** Unless otherwise agreed between the employer and individual employee, the employee must be given four weeks notice of the rostered day off.
- 24.5.5** Employees will not be directed to take a rostered day off on a public holiday.
- 24.5.6** If a shift worker is allowed to take a rostered day off on a public holiday for which the employee would otherwise have been rostered to work, the employee will not accrue an entitlement to a day off in lieu in respect of the public holiday.
- 24.5.7** Rostered days off may be banked to a maximum of five days and by agreement with the employee concerned may be paid out when taking annual leave. If there is no agreement, the employer must give the employee four weeks notice if the employer is paying out the rostered day.
- 24.5.8** On termination of employment, the employer must pay the employee his or her pro rata entitlement to the rostered day off.

## **25. OVERTIME**

### **25.1 Payment for working overtime**

### **25.1.1 Day work**

**25.1.1(a)** All work done outside ordinary hours must be paid for at overtime rates.

**25.1.1(b)** A day worker must be paid overtime at the rate of time and a half. Where day worker works more than two hours of overtime in any single day, overtime must be paid at the rate of double time.

[25.1.1(c) corrected by [PR900979](#) ppc 30Nov99]

**25.1.1(c)** A day worker required to work on Sunday will be paid at the rate of double time for four hours or if more than four hours is worked for the time actually worked. One clear days notice of a requirement to work on a Sunday must be given.

[25.1.1(d) corrected by [PR900979](#) ppc 30Nov99]

**25.1.1(d)** A day worker required to work on a public holiday will be paid at the rate of double time and a half for four hours or if more than four hours is worked for the time actually worked. One clear days notice of a requirement to work on a public holiday must be given.

### **25.1.2 Shift work**

For all time worked

in excess of or outside ordinary hours; or  
on a shift other than a rostered shift; or  
where the employee has worked more than six consecutive shifts in any seven consecutive days; or  
where the employee has worked more than ten shifts in any fourteen consecutive days;

the employee must be paid for at the rate of double time unless the time is worked by arrangement between the employees themselves.

**25.1.3** For the purpose of determining the appropriate overtime rate, each period of overtime will stand alone.

### **25.2 Rest period after overtime**

**25.2.1** An employee who has worked overtime must be given a break of at least ten consecutive hours between the time of finishing work and the time when the employee next commences ordinary work. An employee must not lose

ordinary pay for any time lost by reason of this break. An employee may agree with the employer to reduce this break to eight hours.

**25.2.2** If an employee is required by the employer to resume or continue work without having a break of ten consecutive hours, the employee must be paid at overtime rates until the employee is released from duty. The employee is then entitled to a break of ten consecutive hours and must not lose ordinary pay for any time lost by reason of this break. Overtime will not operate where the employee has less than a ten hour break as a result of their own arrangements.

[25.2.3 corrected by [PR900979](#) ppc 30Nov99]

**25.2.3** For the purposes of this paragraph, overtime does not include overtime worked when an employee is recalled to work in accordance with 25.3 and the actual time worked on the recall is less than three hours.

### **25.3 Recall**

**25.3.1** If shift employee is recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) the employee must be paid for a minimum of four hours at the appropriate rate for each recall.

**25.3.2** If the work for which the employee is recalled to duty is completed in less than four hours, the employer and the employee may agree that the employee is not required to work for the full four hours.

**25.3.3** This clause does not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

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

**25.4.1** An employee may elect with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer. This agreement must be in writing and the employee must take time off within four weeks of working the overtime.

**25.4.2** Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate (i.e. an hour for each hour worked).

**25.4.3** If an employee elects to take time off in lieu of payment for overtime worked but the time off has not been taken within four weeks of accrual, the

employer must, if requested by the employee, provide payment at the appropriate overtime rate for the overtime worked.

## **25.5 Reasonable overtime**

[25.5 inserted by [PR970017](#) ppc 16Mar06]

**25.5.1** Subject to clause 25.5.2 an employer may require an employee to work reasonable overtime at overtime rates.

**25.5.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**25.5.2(a)** any risk to employee health and safety;

**25.5.2(b)** the employee's personal circumstances including any family responsibilities;

**25.5.2(c)** the needs of the workplace or enterprise;

**25.5.2(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

**25.5.2(e)** any other relevant matter.

## **26. SUNDAY WORK**

An employee who is required to work on a Sunday must be paid for a minimum of four hours. Before and employee is required to work on a Sunday they must be given a minimum of 24 hours notice.

## **27. BREAKS**

### **27.1 Meal break - day work**

**27.1.1** Employees on day work must receive an unpaid meal break of between 30 minutes and one hour at a mutually agreed time between 11 a.m. and 2 p.m.

**27.1.2** An employee must not be required to work for more than five hours without a meal break. If an employee is required to work beyond five hours without a meal break, overtime rates must be paid for all work from the expiration of five hours until the employee is released for a break. An employer and employees may agree to stagger meal breaks to meet the operational requirements in lieu of this provision.

### **27.2 Meal break - shiftwork**

**27.2.1** Shift workers must be allowed a meal break of between 30 minutes and one hour at a time chosen by the employer. The meal break must be counted as time worked.

**27.2.2** The meal break must be allowed no later than five hours after commencing an ordinary shift.

### **27.3 Meal breaks/meal money**

**27.3.1** If an employee is required for overtime duty in excess of one hour before the normal starting time or in excess of one hour after the usual finishing time:

**27.3.1(a)** the employee must be given a meal break of twenty minutes paid at the appropriate overtime rate of pay;

**27.3.1(b)** the employee must be given a further meal break of 20 minutes at the completion of each further four hour period of overtime worked paid at the appropriate overtime rate of pay;

[27.3.1(c) varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

**27.3.1(c)** the employee must be provided with a suitable meal by the employer or paid a meal allowance of \$10.85 for each meal break.

**27.3.2** These meal breaks must not to be used in the calculation of overtime hours. The employer may provide a suitable meal or meals in lieu of the meal allowance provided above.

[27.3.3 varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

**27.3.3** An employee who is working on a recall or on a day off must be provided with a suitable meal by the employer or paid a meal allowance of \$10.85 if the employee performs four hours actual work. This applies for each four hour period worked.

[27.3.4 varied by [PR913504](#) [PR927136](#) [PR943661](#) [PR955233](#) [PR965286](#) [PR975603](#) [PR979628](#); [PR983631](#) ppc 01Oct08]

**27.3.4** Shift employees required to work on rostered days off for four hours or more must be given a meal break of 20 minutes and an allowance of \$10.85 for each meal break and then subsequent meal breaks in accordance with 27.4.1.

**27.3.5** These meal breaks must be used in the calculation of overtime hours.

**27.4** In cases where it is customary for an employee to return to their employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, 27.3 does not apply.

**27.4.1** An employee must be given a further meal break of 20 minutes at the completion of each further four hour period of overtime worked paid at the appropriate overtime rate of pay.

## **28. ANNUAL LEAVE**

### **28.1 Annual leave entitlement - general**

[28.1.1 corrected by [PR900979](#) ppc 30Nov99]

**28.1.1** Employees, other than seven day shift workers, are entitled to 28 successive days annual leave on full pay at the end of each year of continuous service.

**28.1.2** The period of annual leave commences on the day immediately following the employee's last working day that precedes the annual leave.

### **28.2 Annual leave entitlement - seven day shift workers.**

**28.2.1** Seven day shift workers are entitled to 35 consecutive days' annual leave on full pay at the end of each year of continuous service. If the 35 days' consecutive leave does not include 25 ordinary pay shifts then the employee is entitled to such further number of days, to be added to the period of leave, as is necessary to cover 25 ordinary pay shifts on the employee's roster.

**28.2.2** For the purposes of this clause a seven day shift worker is a shift worker who works a rostered shift on a Sunday and public holiday as part of their ordinary hours.

**28.2.3** If an employee works for part of the twelve month period as a seven day shift worker, the employee must be granted leave calculated by taking the same proportion of 35 days as the proportion which the time worked as a seven day shift worker bears to a year. Any fraction of a full shift may be paid for in cash.

### **28.3 Payment for annual leave**

**28.3.1** Each employee before going on leave must be paid:-

**28.3.1(a)** in the case of day workers the rate of pay at which he/she were ordinarily employed prior to the period of annual leave plus a holiday loading of 17.5%.

**28.3.1(b)** in the case of shift workers

**28.3.1(b)(i)** the amount which the employee would have received had the employee worked his or her actual roster during the period of leave, excluding overtime and public holiday penalty payments; or

**28.3.1(b)(ii)** the employee's ordinary time rate of pay for the ordinary hours the employee would have worked on the roster plus a loading of 17.5%

whichever is the greater.

**28.3.2** Pro-rated payments made on termination will be paid at ordinary rates

#### **28.4 Time of taking annual leave**

[28.4.1 substituted by [PR970017](#) ppc 16Mar06]

**28.4.1** By agreement with the employer and employee, annual leave may be taken at any time within a period of 24 months from the date at which it falls due. An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them.

**28.4.2** Employees must be given a minimum of six weeks' notice to take their leave in the absence of agreement to a lesser period.

**28.4.3** An employer may apply a system of annual close-down with respect to all or the bulk of employees in an enterprise or section thereof in which case at least three months notice will be given.

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

**28.5.1** If a public holiday falls within an employee's annual leave, is prescribed in the award, and is on a day which would have been an ordinary working day, then the employee can choose to take another day in lieu of the Public Holiday; or

**28.5.1(a)** the employee can choose to be paid for the public holiday instead of having the extra time; or

**28.5.1(b)** the employee can choose to be paid for the public holiday and the annual leave which would have been taken had the day not been a public holiday.

**28.5.2** The employee won't receive any pay for the public holiday unless:

**28.5.2(a)** the employee starts work at the next rostered starting time on the first working day after his or her annual leave ends; or

**28.5.2(b)** the employee has a reasonable cause for starting late.

**28.5.3** If a public holiday falls on a rostered day off within the employee's annual leave, the employee can:

choose to be paid for the day at ordinary time; or  
add the day to annual leave.

## **28.6 Annual leave to be taken**

Except upon termination of employment, payment must not be made in lieu of annual leave.

## **28.7 Annual leave taken before in advance**

The employer may allow annual leave to an employee before the right to the annual leave is due. If annual leave is taken in advance, the right to a further four week's annual leave does not apply until twelve months' from when the annual leave was taken. If an employee's employment is terminated before the employee completes this twelve months' service, the employer may deduct from the employee's wages the cash equivalent of leave paid in advance excluding any amount paid in respect of public holidays.

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

Annual leave or payment in lieu thereof must not be reduced for any of the following reasons:

**28.8.1** Leave granted to an employee called as witnesses

**28.8.2** Leave granted for defence purposes to the extent of the first three months of each year of leave so granted.

**28.8.3** Leave granted in connection with proceedings before the Commission.

**28.8.4** Leave not exceeding three months which has been granted on account of personal illness or injury (other than an injury as to which Workers Compensation is payable).

## **28.9 Proportionate annual leave on termination.**

Upon termination of employment employees must be paid in lieu of any untaken and accrued annual leave at ordinary rates. This does not apply to employees whose employment is terminated by reason of misconduct during the employee's first year of service.

## **29. PERSONAL LEAVE**

[29 substituted by [PR970017](#) ppc 16Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis).

### **29.1 Definitions**

#### **29.1.1 Immediate family or household**

The entitlement to use personal leave for the purposes of carer's leave is subject to the person being either:

**29.1.1(a)** a member of the employee's immediate family; or

**29.1.1(b)** a member of the employee's household.

#### **29.1.2** The term immediate family includes:

**29.1.2(a)** spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

**29.1.2(b)** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### **29.2 Amount of paid personal leave**

**29.2.1** Paid personal leave is available to an employee, when they are absent: due to personal illness or injury; or  
for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

**29.2.2** The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

**29.2.2(a)** A fulltime employee is entitled to the following amount of personal leave:

<b>Length of time worked for the employer</b>	<b>Personal leave hours</b>
Less than 12 months	104
Each year thereafter	144

### **29.3 Accumulation of personal leave**

At the end of each year of employment, unused personal leave accrues by the balance of the year's unused personal leave.

Personal leave may accumulate to a maximum of 52 weeks. Personal leave will not be compensated upon the termination of employment.

### **29.4 Effect of workers' compensation**

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

### **29.5 Personal leave for personal injury or sickness**

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

### **29.6 Personal leave to care for an immediate family or household member**

**29.6.1** Subject to 29.6.2 and 29.6.3, a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

**29.6.2** The entitlement in 29.6.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

**29.6.3** Except as provided for in 29.6.4, not more than 76 (for employees who work normally 8 or less ordinary hours per day) can be used in a year by an employee for the purposes set out in 29.6.1. These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

**29.6.4** By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 29.6.1, beyond the relevant limit set out in 29.6.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

## **29.7 Employee must give notice**

**29.7.1** The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

**29.7.2** When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

the name of the person requiring care and support and their relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

## **29.8 Evidence supporting claim**

**29.8.1** When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

**29.8.2** When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

**29.8.3** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

## **29.9 Single day absences**

- 29.9.1** An employee who has already had two paid personal leave absences in the year for personal illness or injury, the duration of each absence being of one day only, is not entitled to further paid personal leave for personal illness or injury in that year of a duration of one day only without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.
- 29.9.2** An employer may agree to accept a statutory declaration in lieu of the required medical certificate.
- 29.9.3** Nothing in this clause limits the employer's right under 29.8.

## **29.10 Unpaid personal leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 29.7 and 29.8 are met.

## **29.1 Definitions**

- 29.1.1 De facto:** means a person who lives with the employee as his or her husband, wife or dependent partner on a bona fide domestic basis.
- 29.1.2 Immediate family:** includes
- 29.1.2(a)** a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
  - 29.1.2(b)** a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

## **29.2 Personal leave entitlement**

- 29.2.1** Paid personal leave is available to an employee when he or she is absent due to:
- personal illness or injury (sick leave);
  - for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support

(carer's leave); or  
because of bereavement on the death of an immediate family or household member (bereavement leave).

**29.2.2** Personal leave of thirteen days (104 hours) is available in the first year of service. eighteen days (144 hours) personal leave is available in each second and subsequent year of service.

In any year, unused personal leave accrues at the rate of the lesser of:

**29.2.2(a)** the current year's sick leave entitlement less the number of sick leave days taken; or

**29.2.2(b)** the balance of that year's unused personal leave.

**29.2.3** Personal leave may accumulate to a maximum of 52 weeks. Personal leave will not be compensated upon the termination of employment.

**29.2.4** The entitlement to use personal leave for the purposes of carer's or bereavement leave is subject to the person being either:

a member of the employee's immediate family; or  
a member of the employee's household.

### **29.3 Sick leave**

**29.3.1** An employee is entitled to use up to five days (40 hours) of the current year's personal leave entitlement as sick leave in the first six months of service, five days (40 hours) in the subsequent six months of service and fifteen days (120 hours) in any second and subsequent years of service.

**29.3.2** An employee is entitled to use accumulated personal leave for the purposes of sick leave if the employee's current year's sick leave entitlement has been exhausted.

#### **29.3.3 Notification of illness or injury**

Within 2 hours of the commencement of any absence on sick leave, the employee must:

**29.3.3(a)** inform the employer of the employee's inability to attend for duty; and

**29.3.3(b)** state the nature of the illness, where known, and the estimated duration of the absence.

**29.3.3(c)** If it is not practicable for the employee to give notice of absence, the employee must notify the employer by telephone at the first opportunity

**29.3.4 Proof of illness of injury**

The employee must prove to the satisfaction of the employer that the employee was unable on account of illness or injury to attend for duty on the day or days for which sick leave is claimed. If the period of absence exceeds three days in any year of service, leave with pay will not be granted unless a medical certificate or statutory declaration is provided.

**29.3.5 Effect of workers compensation**

An employee is not entitled to paid sick leave for any period in respect of which the employee is entitled to payment of Workers' Compensation.

**29.3.6 Sick leave and annual leave**

**29.3.6(a)** If an employee is sick while on annual leave and provides the employer with a medical certificate, the employee must be granted at a convenient time annual leave for a period equivalent to the period of sickness.

**29.3.6(b)** The additional period of leave granted must be recorded as sick leave.

**29.4 Bereavement leave**

**29.4.1 Paid leave entitlement**

An employee other than a casual is entitled to use up to three days personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household dies.

**29.4.2 Unpaid leave entitlement**

If an employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to up to two days unpaid bereavement leave.

**29.4.3 Evidence supporting claim**

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

**29.5 Carer's leave**

### **29.5.1 Paid leave entitlement**

An employee other than a casual employee is entitled to use up to five days personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee concerned being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave if another person has taken leave to care for the same person.

### **29.5.2 Notice required**

**29.5.2(a)** Before taking carers leave, an employee must give, at least two hours notice before his or her next rostered starting time of intention to utilise carer's leave, unless he or she has a good reason for not doing so.

**29.5.2(b)** The notice must include:

the name of the person requiring care and support and his or her relationship to the employee;  
the reasons for taking such leave; and  
the estimated length of the absence.

If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

### **29.5.3 Evidence supporting claim**

The employee must, if required by the employer, 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.

### **29.5.4 Unpaid leave**

An employee may take unpaid carer's leave by agreement with the employer.

## **29A. BEREAVEMENT LEAVE**

[29A inserted by [PR970017](#) ppc 16Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis).

### **29A.1 Paid leave entitlement**

#### **29A.1.1 Death in Australia**

A full-time employee is entitled to up to 3 days bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death in Australia of either a member of the employee's immediate family or household.

#### **29A.1.2 Death outside Australia**

A full-time employee is entitled to up to 3 days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer) of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

#### **29A.1.3 Part-time employees**

A part-time employee is entitled to two days bereavement leave without loss of pay, up to a maximum of 3 days on the same basis as prescribed for full-time employees in clauses 29A.1.1 and 29A.1.2 except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

#### **29A.2 Unpaid bereavement leave**

Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 2 days unpaid leave, provided the requirements of 29A.1.1 and 29A.1.2 hereof are met, and a part-time employee is entitled to take up to two days unpaid leave provided the requirements of 29A.1.3 hereof are met.

### **30. PARENTAL LEAVE**

[30 substituted by [PR970017](#) ppc 16Mar06]

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time and part-time employees.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

#### **30.1 Definitions**

- 30.1.1** For the purposes of this clause **child** means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than 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.
- 30.1.2** Subject to clause 30.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.
- 30.1.3** In relation to clause 30.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

## **30.2 Basic entitlement**

- 30.2.1** 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. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 30.2.2** Subject to 30.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 30.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - 30.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

## **30.3 Variation of parental leave**

Where an employee takes leave under clause 30.2.1 or 30.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 30.2 or the right to request in clause 30.4.

## **30.4 Right to request**

- 30.4.1** An employee entitled to parental leave pursuant to the provisions of clause 30.2 may request the employer to allow the employee:
- 30.4.1(a)** to extend the period of simultaneous unpaid parental leave provided for in clauses 30.2.2(a) and 30.2.2(b) up to a maximum of eight weeks;

**30.4.1(b)** to extend the period of unpaid parental leave provided for in clause 30.2.1 by a further continuous period of leave not exceeding 12 months;

**30.4.1(c)** to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

**30.4.2** The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

**30.4.3 Employee's request and employer's decision to be in writing**

The employee's request and the employer's decision made under clauses 30.4.1(b) and 30.4.1(c) must be recorded in writing.

**30.4.4 Request to return to work part-time**

Where an employee wishes to make a request under clause 30.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

**30.5 Maternity leave**

**30.5.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

**30.5.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;

**30.5.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

**30.5.2** When the employee gives notice under 30.5.1(a) hereof the employee must also provide 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.

**30.5.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**30.5.4** Subject to clause 30.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

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

**30.5.6 Special maternity leave**

**30.5.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

**30.5.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

**30.5.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**30.5.7** Where leave is granted under clause 30.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

**30.6 Paternity leave**

**30.6.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- 30.6.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 30.6.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 30.6.1(c)** except in relation to leave taken simultaneously with the child's mother under clauses 30.2.2(a), 30.2.2(b) and 30.4.1(a), a statutory declaration stating:

- 30.6.1(c)(i)** he will take that period of paternity leave to become the primary care-giver of a child;

- 30.6.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and

- 30.6.1(c)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**30.6.2** The employee will not be in breach of clause 30.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### **30.7 Adoption leave**

**30.7.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**30.7.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- 30.7.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;

- 30.7.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

- 30.7.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- 30.7.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 30.7.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 30.7.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 30.7.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

### **30.8 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 30.4.

### **30.9 Transfer to a safe job**

- 30.9.1** Where an employee is pregnant and, 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 at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 30.9.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

### **30.10 Returning to work after a period of parental leave**

- 30.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**30.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 30.9, the employee will be entitled to return to the position they held immediately before such transfer.

**30.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

### **30.11 Replacement employees**

**30.11.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**30.11.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **30.12 Communication during parental leave**

**30.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

**30.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

**30.12.1(b)** provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

**30.12.2** The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

**30.12.3** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 30.12.1.

## **31. PUBLIC HOLIDAYS**

## **31.1 Prescribed public holidays**

Employees are entitled to the following holidays without loss of pay:

- 31.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 31.1.2** The following days, as prescribed in the relevant States, Territories and localities - Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and
- 31.1.3** One other day on the day fixed as follows:
  - Northern Territory - Picnic Day;
  - Queensland** - Exhibition Day;
  - Victoria - 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** - third Monday in May (Adelaide Cup Day);
  - Australian Capital Territory - Canberra Day.
- 31.1.4** In other areas the appropriate show day or such other day that is generally observed in the locality may be substituted for any of the above days.
- 31.1.5** Any additional days declared or prescribed as public holidays in a State, Territory or Locality.
- 31.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu must be observed on 27 December.
- 31.3** When Boxing Day is a Saturday or a Sunday a holiday in lieu must be observed on 28 December.
- 31.4** When New Year's Day or Australia Day *is* a Saturday or Sunday, a holiday in lieu must be observed on the next Monday.
- 31.5** Another day may be substituted for any day prescribed in this paragraph by agreement between an employer and the union; or an employer and a majority of the affected employees; or
- 31.6** If an agreement is made between an employer and a majority of its affected employees to substitute a day prescribed in this subclause:
  - 31.6.1** The agreement must be in writing and available to every affected employee.

**31.6.2** The Union must be informed of the agreement within seven days.

### **31.7 Public holidays - minimum payment**

**31.7.1** Employees working on a public holiday (except Good Friday and Christmas day) must be paid at the rate of double time.

**31.7.2** Employees working on Good Friday and Christmas Day must be paid at the rate of double time and a half.

**31.7.3** Employees working on a public holiday must be paid for a minimum of four hours.

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

**31.8.1** If a shift worker is rostered off on a public holiday, the employee is entitled to a day off in lieu at ordinary time.

**31.8.2** If a shift worker requests a rostered day off on a public holiday, and the employer agrees, the shift worker does not receive an additional day in lieu.

## **ROPING-IN AWARD NO. 1 OF 2005**

[Roping-in Award No. 1 of 2005 inserted by [PR955589](#) ppc 03Feb05]

### **1. TITLE**

This award shall be known as the Airline Operations - Clerical and Administrative (Roping-in No. 1) Award 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

**2.1** the Australian Municipal, Administrative, Clerical and Services Union and its members employed by Menzies Aviation Group (Ground Services) Australia Pty Ltd;

**2.2** Menzies Aviation Group (Ground Services) Australia Pty Ltd,

in relation to employees who are eligible to be members of the Australian Municipal Administrative, Clerical and Services Union.

### **3. OPERATION**

This award shall come into force from the first pay period to commence on or after 3

February 2005 and shall remain in force for a period of six months.

## **SCHEDULE A – PROVISIONS APPLICABLE TO SOCIETE INTERNATIONALE DE TELECOMMUNICATIONS AERONAUTIQUES**

### **1. APPLICATION OF THIS SCHEDULE**

[Sched A:1 substituted by [PR901049](#) [PR927136](#); [PR943661](#) ppc 29Jan04]

These provisions apply to Societe Internationale De Telecommunications Aeronautiques in substitution of Clause 18 – Classifications and 19.1 of Award.

### **2. CLASSIFICATION STRUCTURE**

#### **Customer service classification structure**

#### **2.1 Customer service skills**

Employees in reservations, retail, cargo and airport will be required to do all things reasonable and necessary, within the range of their skills knowledge, to maintain high standards of customer service. They will be required to maintain requisite levels of personal presentation, follow customer contact guidelines, assume appropriate responsibility for monitoring customer contact areas to requisite standards, utilise problem solving skills to provide timely solutions to maximise customer satisfaction, and to contribute to improved service.

#### **2.2 Level one - operations**

**2.2.1** Customer service officer is an employee required to acquire skills set out below, at the skill level described.

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

**2.2.3** Employees in this level will possess oral and written communication skills, and numeracy skills appropriate to the range of skills and skill level set out below.

#### **2.2.4 Technical skills**

##### **2.2.4(a) Machine operation - skill level**

Able to operate facsimile machines, franking machines, adding machines, typewriter, calculator, photocopier, computer peripherals and PABX equipment, communications systems and motor vehicles (standard motor car licence).

### **2.2.5 Computer - skill level**

Able to use basic knowledge of keyboard and function keys to enter and retrieve data through computer terminal and/or personal computer.

### **2.2.6 Enterprise/industry knowledge - skill level**

Able to acquire a working knowledge of office or sectional operating procedures, requirements and systems; and acquire a working knowledge of the organisation's products/services, functions locations and clients, in order to respond to most internal/external queries in own function area.

### **2.2.7 Business/financial skills - skill level**

Able to complete cash and credit sales transactions within the range of skills at this level.

### **2.2.8 Specialist airline - skill level**

Employees in this grade will be able to:

complete courses in and undertake on-the-job training in customer contact, Australian Airlines Orientation, airport familiarisation, computer keyboard familiarisation, training in OLAS and ASET commercial modules specified in training schedule; complete course and undertake training in: ticketing rules, fare rules, Australian geography, telephone technique, check-in, baggage acceptance, interline, cargo acceptance, sorting and acquittal of freight; under direct supervision, undertake on-the-job training to follow established procedures for the acceptance of cargo, sorting and acquittal of freight, cargo reservations, utilise computerised data base in USAS and commercial for cargo routing, rating, and information;  
under direct supervision, undertake on-the-job training to utilise computerised data base to complete passenger bookings for travel, hotels and hire cars;  
under direct supervision, undertake on-the-job training to carry out established procedures for baggage acceptance, passenger check-in, seat allocation and interline transfers.

### **2.2.9 Training**

Employees in this level will undertake training by means of in-house induction and other structured courses including relevant external courses, and on the job training to develop and enhance the knowledge, skills and skill levels required for level 2.

The training, to be provided by the airline and undertaken by employees in this level, is set out in the training schedule.

## **2.3 Level two - operations**

Customer service officer is an employee who may be required to use all of the skills for which he or she was trained in level one, at the skill level described.

Employees in this level perform operational and clerical tasks under direct supervision.

Employees in this level will possess oral and written communication skills, and numeracy skills appropriate to the range of skills and skill level set out below.

### **2.3.1 Technical skills - machine operation - skill level**

Able to operate micro/personal computer, printing devices attached to personal computer, dictaphone equipment, including "key operator basics".

### **2.3.2 Enterprise/industry knowledge - skill level**

Able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons, related to own function area.

### **2.3.3 Specialist airline - skill level**

Able to:

carry out established procedures for cargo acceptance, sorting and acquittal of freight, cargo reservations; utilise computerised data base in USAS and COMMERCIAL for cargo routing, rating and information;  
carry out established procedures, utilising computerised data base to complete passenger bookings for travel, hotels and hire-cars;  
carry out established procedures for baggage acceptance, passenger check-in, seat allocation, and interline transfers;

### **2.3.4 Point of entry**

Employees in this level, may have completed a period of airline induction and training of up to six months.

### **2.3.5 Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 3.

The training, to be provided by the airline and undertaken by employees in this level, is set out in the training schedule.

## **2.4 Level three - operations**

Customer service officer is an employee who may be required to use all of the skills for which he or she was trained in level two, at the skill level described.

Employees at this level perform operational and clerical tasks within set guidelines, under general supervision.

Employees in this level will possess oral and written communication skills, and numeracy skills appropriate to the range of skills and skill levels set out below.

### **2.4.1 Technical skills - computer - skill level**

Able to use a central computer resource and/or personal computer to access and interpret routine data from a mainframe and/or applicable software packages.

### **2.4.2 Enterprise/industry knowledge - skill level**

Able to provide more advanced detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons, related to own function area.

### **2.4.3 Coaching - skill level**

Able to assist in training employees in levels 1 and 2 by means of personal instruction and demonstration with assistance where required.

### **2.4.4 Specialist airline - skill level**

Able to:

to undertake on-the-job training to acquire and use established procedures in a Retail outlet, for the issuing of automated or manual domestic point to point tickets; to complete associated documentation and financial reconciliation;  
carry out established procedures for cargo export acceptance and import acquittal;  
complete training in ACD control, reservations support, CRS and

telemarketing;  
complete training in ticketing and pre-issue, cashiering and valet;  
carry out established procedures for gate lounge operations, assist baggage master; standby and rebooking; flight deck;  
carry out procedure for Fast Forward, acceptance of safe hand/valuable cargo, domestic cargo, reservations, regulated handling of dangerous goods;  
create files for missing/damaged and on hand baggage; utilise bahamas system to match files from other ports, inter-port communications, delivery/collection of mishandled baggage.

#### **2.4.5 Point of entry**

Employees in this Level may have completed a period of work and training in level 2.

#### **2.4.6 Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 4.

The training, to be provided by the airline and undertaken by employees in this level, is set out in the training schedule.

### **2.5 Level four - operations**

Customer service officer is an employee who may be required to use all of the skills for which he or she was trained in level three, at the skill level described.

Employees in this level perform operational, clerical and duties using a more extensive range of skills and knowledge at a level higher than required in level three. They are responsible and accountable for their own work, meeting prescribed deadlines, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is limited.

Employees in this level will possess oral and written communication skills and numeracy skills appropriate to the range of skills and skill levels set out below.

#### **2.5.1 Technical - computer - skill level**

Able to use a central computer resource and/or personal computer to access and interpret specialised data from a mainframe and/or applicable software packages and/or use a combination of functions relevant to that department;

#### **2.5.2 Enterprise/industry knowledge - skill level**

Able to apply detailed knowledge of enterprise operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply;

**2.5.3 Business/financial - skill level**

Able to make verbal or written reports within the range of skills and knowledge at this level.

**2.5.4 Coaching - skill level**

Able to train employees in level 3 by means of personal instruction and demonstration.

**2.5.5 Supervisory - skill level**

Able to allocate work tasks to individuals, check work progress and correct errors.

**2.5.6 Airline specialist - skill level**

Able to:

- utilise central computerised reservations data base (C.R.S.) to complete passenger travel bookings via other airlines;
- carry out established procedures for reservations support;
- utilise limited knowledge of MAPPER system to assist in capacity control, make diary entries;
- utilise TRIPS System to make Holiday Package reservations, using a detailed knowledge of Australian holiday destinations and procedures.
- carry out procedures for all aspects of domestic ticketing including replacement tickets;
- apply a detailed knowledge of holiday destinations, services and products to provide advice, bookings and ticketing;
- acquire a knowledge of international travel, fares, destinations, services, products and ticketing;
- co-ordinate major cargo contracts, Australia Post contract, safe hand and valuable cargo uplift procedures, cargo tracing;
- arrange bookings for domestic group or convention, accommodation and associated services.

**2.5.7 Point of entry**

Employees in this level may have completed a period of work and training in level 3.

### **2.5.8 Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 5.

The training, to be provided by the airline, is available and may be undertaken by employees in this level and is set out in the training schedule.

## **2.6 Level five – operations**

Customer service officer is an employee who may be required to use all of the skills for which he or she was trained in level four, at the skill level described.

Employees in this level perform operational and clerical duties using a more extensive range of skills and knowledge at a level higher than required in level 4. They are responsible and accountable for their own work, and may have responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this level will possess oral and written communication skills and numeracy skills appropriate to the range of skills and skill levels set out below.

### **2.6.1 Technical skills - computer - skill level**

Able to:

use a central computer resource and/or personal computer to maintain, arrange, organise, access and interpret data from a mainframe and/or applicable software package and/or;

use technical skills in customer service for system back-up and support;  
assist in operating a mainframe computer.

### **2.6.2 Enterprise/industry knowledge - skill level**

Able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends; and general industry conditions, (e.g. knowledge of competitors and major clients market structure in the performance of own responsibilities).

### **2.6.3 Business and financial - skill level**

Able to make written and verbal reports on areas of performance and make recommendations.

#### **2.6.4 Coaching - skill level**

Able to train employees up to Level 4 by means of personal instruction and demonstration.

#### **2.6.5 Supervisory - skill level**

Able to:

develop and maintain work quality and performance in a team environment;  
solve operational problems in own work functional area and resolve operational problems for staff in lower levels;  
co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision in accordance with departmental guidelines;  
timely communicate information to staff and customers; assist in planning and implementing roster coverage.

#### **2.6.6 Airline specialist - skill level**

Able to:

utilise a knowledge of ACD control, assist in staff evaluation;  
assist in monitoring the integrity of reservations (data base) systems;  
co-ordinate sales (cargo); supervise safe hand and valuable cargo uplift procedures, control cargo bookings (international and domestic);  
supervise the creation of files for missing/damaged and on-hand baggage; utilise BAHAMAS system to match files from other ports, inter-port communications, delivery/ collection of mishandled baggage;  
follow procedures for departure co-ordination domestic and international;  
carry out procedures for operations liaison office;  
control/co-ordinate bonded cargo operations and procedures, follow load control procedures (cargo);  
apply a detailed knowledge of international travel, fares, ticketing, destinations, services and products (holds an IATA certificate; Fares and Ticketing 1 and 2, and NUC);  
arrange bookings for international group or convention travel, accommodation and associated services.

#### **2.6.7 Point of entry**

Employees in this level may have completed a period of work and training in Level 4. Positions in this level will be vacancy controlled.

### **2.6.8 Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 6.

The training, to be provided by the airline, is available and may be undertaken by employees in this level and is set out in the training schedule.

## **2.7 Level six - operations**

Customer service officer is an employee who may be required to use all of the skills for which he or she was trained in level five, at the skill level described.

Employees in this level perform operational and clerical duties using a more extensive range of skills and knowledge at a level higher than required in level 5. They are responsible and accountable for their own work, and may have responsibility for the operation of the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this level will possess oral and written communication skills, and numeracy skills, appropriate to the range of skills and skill levels set out below.

### **2.7.1 Enterprise/industry knowledge - skill level**

Able to:

assist in developing policy or new products and services to meet changing market or other circumstances;

identify and assess internal and external factors impacting on production and service delivery; identify future trends.

### **2.7.2 Coaching/training - skill level**

Able to:

assist in the delivery of training courses and apply a knowledge of training materials and aids;

train employees (where appropriate) in level 5 by means of personal instruction and demonstration.

### **2.7.3 Supervisory - skill level**

Able to:

- plan and organise work priorities of unit or section;
- reschedule work loads as necessary and resolve operational problems in area of responsibility;
- monitor work quality of those supervised;
- use observations, diagnosis and intervention skills to ensure unit/section meets objectives;
- organise and chair necessary work meetings/conferences;
- assist in planning future sectional/office organisational resources and equipment needs;
- participate in staff assessment.

#### **2.7.4 Airline specialist - skill level**

Able to:

- monitor flight capacity and direct staff to investigate capacity control and determine course of action;
- determine and direct appropriate action for flight disruptions, overbookings;
- monitor the integrity of the USAS/CRS, FIND, FILD, SPIDER, MAPPER, LDP and CKI computerised systems on a daily operational basis, i.e., "on the day";
- control/co-ordinate (ACD) telephone reservation system to provide optimum service;
- assist in staff selection, interviewing, counselling;
- assume supervisory and operational responsibility for a cargo terminal;
- resolve problems for and act as a resource for level 5 travel consultants;
- service designated commercial accounts.

#### **2.7.5 Point of entry**

Employees in this level may have completed a period of work and training in levels 4 or 5. Positions in this level will be vacancy controlled.

#### **2.7.6 Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 7.

The training, to be provided by the airline, is available and may be undertaken by employees in this level and is set out in the training schedule.

## **2.8 Level seven - operations**

Customer service officer is an employee who may be required to use all of the skills for which he or she was trained in level six, at the skill level described.

Employees in this level perform senior operational and clerical tasks, using a more extensive range of skills and knowledge than required in level 6. They are responsible for the operation of a unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to line management as required.

### **2.8.1 Supervisory - skill level**

Able to:

Assume responsibility for customer service standards, operational and cost efficiency, implementation of departmental policy, occupational health and safety, customer security, in designated work area.

Provide effective communication to staff and customers;

Determine and oversee staff responses to emergencies and disruptions;

Monitor staff rostering to maintain customer service standards.

Complete staff probationary reports and assessments; update position descriptions in designated work area.

### **2.8.2 Airline specialist**

Able to:

assist in control of staff rostering;

perform staff counselling, and provide appropriate recommendations to staff and management;

assume responsibility for supervision and commercial performance of a retail outlet;

perform duties of port coordinator, passenger service supervisor;

### **2.8.3 Point of entry**

Employees in this level may have completed a period of work and training in levels 5 or 6. Positions in this level will be vacancy controlled.

### **2.8.4 Training**

Employees in this level may undertake training by means of in-house structured and relevant external courses in skills and skill levels required for further development.

The training that may be provided by the airline and undertaken by employees in this level, is set out in the training schedule.

## **Administration classification structure - SITA**

### **2.9 Level one - support**

Clerical officer is an employee required to use a minimum of two of the skills listed below, at the skill level described.

Employees in this level perform clerical and administrative tasks using a range of skills and knowledge acquired through education and training and working under direct supervision, are able to acquire and utilise an understanding of their role within the department/section.

Employees in this level will possess oral and written communication skills, and numeracy skills, appropriate to the range of skills and skill levels set out below.

#### **2.9.1 Technical skills**

##### **2.9.1(a) Machine operation - skill level**

Able to operate facsimile machines, franking machines, adding machines, typewriter, calculator, photocopier, computer peripherals and PABX equipment, communications systems and motor vehicles (standard motor car licence).

##### **2.9.1(b) Computer - skill level**

Able to use basic knowledge of keyboard and function keys to enter and retrieve data through computer terminal and/or personal computer.

##### **2.9.1(c) Keyboard typing - skill level**

Able to copy type at 25 words per minute with 90% accuracy.

##### **2.9.1(d) Information handling skills - skill level**

Able to:

maintain mail register and records; direct incoming/outgoing mail.

maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;

transcribe information into records, complete forms, take telephone

messages; match documents to computer printed edits; perform messenger and courier duties.

**2.9.1(e) Enterprise/industry knowledge - skill level**

Able to:

Acquire and apply a working knowledge of office or sectional operating procedures, requirements and systems.

Acquire and apply a working knowledge of the organisation's structure, personnel and systems in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors.

**2.9.1(f) Business/financial skills - skill level**

Able to utilise computerised demand and issue systems in order to maintain stationery, mail and courier requisites, and amenities.

**2.9.1(g) Specialist airline - skill level**

Employees in this grade will be able to complete courses, and undertake on-the-job training in:

Australian Airlines Orientation, computer keyboard familiarisation, training in OLAS specified in training schedule.

**2.9.1(h) Training**

Employees in this level will undertake training by means of in-house induction and other structured courses including relevant external courses, and on the job training to develop and enhance the knowledge, skills and skill levels required for level 2.

The training, to be provided by the airline and undertaken by employees in this level, is set out in the training schedule.

**2.10 Level two - support**

Clerical officer is an employee who is required to use a minimum of two of the skills listed below, at the skill level described.

Employees in this level perform clerical and administrative tasks using a more extensive range of skills and knowledge at a level higher than required in level one, under direct supervision, and have an understanding of their role within the department/section.

Employees in this level will possess oral and written communication skills,

and numeracy skills appropriate to the range of skills and skill level set out below.

## **2.10.1 Technical skills**

### **2.10.1(a) Machine operation - skill level**

Able to operate micro/personal computer, printing devices attached to personal computer, dictaphone equipment, including "key operator basics".

### **2.10.1(b) Keyboard - typing - skill level**

Able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

### **2.10.1(c) Computer - skill level**

Able to use a central computer resource and/or personal computer to access and interpret basic data from a mainframe and/or applicable software packages.

### **2.10.1(d) Wordprocessing - skill level**

Able to use software packages to create, format, proofread, correct, print and save text documents, e.g. standard correspondence and business documents.

### **2.10.1(e) Secretarial - skill level**

Able to take shorthand notes at 70 wpm and transcribe with 95% accuracy.

### **2.10.1(f) Enterprise/industry knowledge - skill level**

Able to:

acquire a working knowledge of the organisation's products/services, functions, locations and clients;  
respond to and act upon most internal/external enquiries in own function area;

### **2.10.1(g) Information handling - skill level**

Able to: use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance, technical and personnel records.

**2.10.1(h) Business/financial - skill level**

Able to:

maintain records, raise and input journals;  
sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items including sales transactions.

**2.10.1(i) Specialist airline - skill level**

take photographs for personnel I.D. cards;  
print and distribute technical data including engineering and vendor drawings;  
read and interpret information on interline tickets to enable input into the finance system to facilitate accurate outward billings;  
acquire and apply knowledge of fare basis codes airline codes and IATA traffic conference areas such as country codes; to facilitate the accurate billing of Interline coupons through the finance system;  
calculate and apply basic currency conversions in foreign currency and NUC's to facilitate the accurate billing of Interline coupons through the finance system;  
read and understand the Check In Flight Manifest in order to verify and transcribe flight details to enable input into the finance system;  
utilise a basic knowledge of aircraft spares inventory components and initial area procedures including commercial spares;  
utilise a basic understanding of technical manuals, documents, drawings.

**2.10.1(j) Point of entry**

Employees in this level may have completed a period of airline induction and training of up to six months.

**2.10.1(k) Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 3.

The training, to be provided by the airline and undertaken by employees in this level, is set out in the training schedule.

## **2.11 Level three - support**

Clerical officer is an employee who is required to use a minimum of two of the skills listed below, at the skill level described.

Employees in this level perform clerical and administrative tasks within set guidelines, using a more extensive range of skills and knowledge at a level higher than level two, and has a working knowledge of the role of their department/ section in the organisation. Supervision is general.

Employees in this level will possess oral and written communication skills and numeracy skills appropriate to the range of skills and skill levels set out below.

### **2.11.1 Technical skills**

#### **2.11.1(a) Machine operation skill level**

Able to operate a computer controlled telephone switchboard, telex terminals, make routine decisions on repair of faulty telecommunication equipment, register and report faults, update and prepare telephone directory entries.

#### **2.11.1(b) Keyboard - typing - skill level**

Able to format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified legal form and/or to comply with regulations or standards.

#### **2.11.1(c) Computer - skill level**

Able to use a central computer resource and/or personal computer to access and interpret routine data from a mainframe and/or applicable software packages.

#### **2.11.1(d) Wordprocessing - skill level**

Able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

#### **2.11.1(e) Secretarial skills - skill level**

Able to:

arrange local and interstate bookings;  
make appointments;  
screen telephone calls;  
follow visitor protocol procedures;  
establish telephone contact on behalf of executive.

**2.11.1(f) Enterprise/industry knowledge - skill level**

Able to:

provide detailed advice and information on the organisation's products and services;  
respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison;  
explain organisation's viewpoint to clients and appropriate persons, related to own function area.

**2.11.1(g) Information handling - skill level**

Able to:

maintain a computer based records management system;  
identify, access and extract information from internal sources.

**2.11.1(h) Business/financial - skill level**

Able to:

prepare payables batches;  
obtain authorisation for payment of invoices, prepare banking reports and bank statements;  
maintain wage and salary records;  
prepare and verify non-shift staff payrolls; follow up unpaid accounts;  
apply purchasing and inventory control requirements;  
post journals to ledger.  
Calculate cost allocations and monitor trends on a period basis;  
utilise a working knowledge of relevant computer sub systems;  
reconcile general and/or debtors ledgers accounts to balance;  
apply a general ledger chart of accounts and financial delegations manual;  
complete basic verbal and written reports.

**2.11.1(i) Coaching - skill level**

Able to assist in training employees in levels 1 and 2 by means of personal instruction and demonstration with assistance where required.

**2.11.1(j) Specialist airline - skill level**

carry out established procedures for the preparation and control of staff I.D. cards;  
utilise computerised data base to carry out established procedures for provisioning aircraft spare parts, commercial spares.  
identify required spares and materials and prepare appropriate ordering documentation. Use technical manuals and technical drawings, to prepare ordering documentation.  
apply working knowledge of currency conversion encompassing foreign currency and cross rates calculations including the application of NUC's to facilitate the accurate conversion of foreign currencies to process IATA and NON-IATA outward and inward billings;  
analyse interpret and process information contained within airline invoices and rejections;  
read, interpret and apply bi-lateral and uni-lateral interline agreements;  
acquire, interpret and apply Holiday Package Reconstruction and pricing knowledge and Domestic Ticketing (conditions, etc.) for refund calculations and debit balance clearance.  
apply a working knowledge of International ticket fare construction and rules to investigate overbillings from other airlines and/or under collections from sales locations;  
read, interpret and apply the rules and regulations as published in the Air Tariff, ACH Manual Airlines Proration Directory (APD), Revenue Accounting Manual (RAM), ABC Airways Guide and Prorate Factor Manual (PFM) to: ensure accurate International ticket collections, identify over-billings from other Airlines, and minimise rejections, from other Airlines, process IATA and NON-IATA inward/outward billings.  
apply working knowledge of revenue proration to maximise revenue yields.  
perform basic import/export routines to ensure prompt actioning or materials/parts movement;  
administer and process equipment repair in accordance with airline procedures;  
utilise USAS and Commercial systems for rating and account enquiries.

**2.11.1(k) Point of entry**

Employees in this level may have completed a period of work and training in level 2.

#### **2.11.1(l) Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 4.

The training, to be provided by the airline and undertaken by employees in this level, is set out in the training schedule.

### **2.12 Level four - support**

Clerical officer is an employee who is required to use a minimum of two of the skills listed below, at the skill level described.

Employees in this level perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in level three. They are responsible and accountable for their own work, meeting prescribed deadlines, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is limited.

Employees in this level will possess oral and written communication skills and numeracy skills appropriate to the range of skills and skill levels set out below.

#### **2.12.1 Technical**

##### **2.12.1(a) Computer - skill level**

Able to:

Use a central computer resource and/or personal computer to access and interpret specialised data from a mainframe and/or applicable software packages and/or use a combination of functions relevant to that department, and/or;

Apply knowledge of advanced functions of application software packages to manipulate data, i.e., modify fields of information, develop new database and/or spreadsheets models;

##### **2.12.1(b) Keyboard - typing - skill level**

Able to touch type at 45 words per minute with 98% accuracy.

##### **2.12.1(c) Wordprocessing - skill level**

Able to apply advanced functions including Macros, Sorting and Maths functions, boxes, Thesaurus;

**2.12.1(d) Secretarial skills - skill level**

Able to:

write shorthand notes at 100 wpm and transcribe at 95% accuracy;  
maintain executive diary;  
organise local and interstate business itineraries, respond to invitations; organise internal meetings on behalf of executive;  
establish and maintain reference lists/personal contact systems for executives; maintain current working and personal administrative systems for executive.

**2.12.1(e) Enterprise/industry knowledge - skill level**

Able to apply detailed knowledge of enterprise operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply;

**2.12.1(f) Information handling - skill level**

Able to:

create and process new forms of files and records as required using computer-based records systems;  
access, identify, and extract information as required from external sources, e.g. databases, libraries, local authorities;  
maintain subscriptions for required technical, trade and other publication systems, maintain circulation, indexing and filing systems for publications; review/close files, archive files.

**2.12.1(g) Business/financial - skill level**

Able to:

process and verify shift work staff payrolls and maintain associated records; calculate work valuations;  
apply detailed understanding of accounting functions, processes and reconciliation skills (general ledger and debtors accounts);  
follow-up complex unpaid accounts, utilising a thorough knowledge of the financial workings of other departments as they

affect the relevant transactions.  
reconcile and clear large and complicated reconciliations to balance;  
make verbal or written reports within the range of skills and knowledge at this Level.

**2.12.1(h) Coaching - skill level**

Able to train employees in Level 3 by means of personal instruction and demonstration.

**2.12.1(i) Supervisory - skill level**

Able to allocate work tasks to individuals, check work progress and correct errors.

**2.12.1(j) Airline specialist - skill level**

liaise with suppliers, negotiate prices and source market for economic and timely procurement;  
apply knowledge of export, customs and repair control documentation requirements and procedures;  
assist in determining economic quantities within established provisioning guidelines for ordering and re-ordering;  
monitor and maintain technical records system in line with identified Airline procedures and regulations under limited supervision.  
apply sound revenue proration skills to maximise revenue yields;  
maintain and adjust the LOADS database for the earned revenue system and to clear earned revenue system rejections to provide timely and accurate earned revenue data. Maintenance and control of the Fringe Benefit Tax (FBT) staff Travel Data Capture system.  
apply detailed knowledge of the rules and regulations as published in the Air Tariff ACH Manual, Airlines Proration Director (APD) Revenue Accounting Manual (RAM), ABC Airways Guide and Prorate Factor Manual (PFM) to: ensure accurate International ticket collections, identify over-billings from other Airlines, and minimise rejections, from other Airlines, process IATA and NON-IATA inward/outward billings.  
apply working knowledge of Flight Crew and Flight Attendant Award requirements to re-roster for flight disruptions and sick leave coverage.

**2.12.1(k) Point of entry**

Employees in this level may have completed a period of work and training in level 3.

#### **2.12.1(l) Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 5.

The training, to be provided by the airline, is available and may be undertaken by employees in this level and is set out in the training schedule.

### **2.13 Level five - support**

Clerical officer is an employee required to use a minimum of two of the skills listed below, at the skill level described.

Employees in this level perform operational, clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Level 4. They are responsible and accountable for their own work, and may have responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this level will possess oral and written communication skills and numeracy skills appropriate to the range of skills and skill levels set out below.

#### **2.13.1 Technical skills**

##### **2.13.1(a) Computer - skill level**

Able to:

use a central computer resource and/or personal computer to maintain, arrange, organise, access and interpret data from a mainframe and/or applicable software package and/or;  
assist in operating a mainframe computer.

##### **2.13.1(b) Keyboard - typing - skill level**

Able to: touch type at 50 words per minute with 98% accuracy.

##### **2.13.1(c) Wordprocessing - skill level**

Able to use complex functions such as moving columns, creating displays of charts and/or graphs, booklet and/or report format.

#### **2.13.1(d) Secretarial skills - skill level**

Able to:

write shorthand notes at 120 wpm and transcribe at 95% accuracy; attend executive/ organisational meetings and take minutes;  
establish current working and personal executive filing and administrative system;  
answer executive correspondence from verbal or rough handwritten instructions;  
organise teleconferences.

#### **2.13.1(e) Enterprise/industry knowledge - skill level**

Able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends; and general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of own responsibilities.

#### **2.13.1(f) Information handling - skill level**

Able to:

establish new paper based/manual filing records systems for the enterprise;  
assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function area;  
make written and verbal reports on areas of performance and make recommendations.

#### **2.13.1(g) Business/financial - skill level**

Able to:

Prepare financial/tax schedules; calculate stock pricing;  
Prepare and verify all applicable area payrolls and interface payroll systems support and/or associated finance procedures.  
Interpret and prepare financial information for management and prepare reports and assessment relevant to areas of responsibility;  
Allocate significant period costs, accrual/ pre-payments; resolve complex reconciliation problems;  
Undertake overseas reimbursements; apply knowledge of credit and company law limited to its application to collections.

**2.13.1(h) Coaching - skill level**

Able to:

train employees up to level 4 by means of personal instruction and demonstration;  
assist in the delivery of training courses and apply knowledge of training materials and aids.

**2.13.1(i) Supervisory - skill level**

Able to:

develop and maintain work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower levels;  
co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision in accordance with departmental guidelines;

**2.13.1(j) Specialist - skill level**

Able to: apply working knowledge of industrial and employment law, equal opportunity, workers compensation procedures and superannuation requirements.

**2.13.1(k) Airline specialist - skill level**

Apply a detailed knowledge of aircraft records including drawings, manuals, Service Bulletins and Airworthiness Directives by way of Engineering Instructions using computerised systems in accordance with Airline procedures and regulations.  
Apply a detailed knowledge of aircraft repair procedures in order to provide repair services to other airlines;  
Apply a detailed knowledge of provisioning requirements to obtain competitive quotations and initiate purchasing;  
Apply a detailed knowledge of flight crew and flight attendant and/or pilot award requirements to re-roster for flight disruptions and sick leave coverage;  
Assist in staff selection and interviewing as required under supervision.

**2.13.1(l) Point of entry**

Employees in this level may have completed a period of work and training in level 4. Positions in this Level will be vacancy controlled.

### **2.13.1(m) Training**

Employees in this level will undertake training by means of in-house structured and relevant external courses in the skills and skill levels required for level 6.

The training, to be provided by the airline, is available and may be undertaken by employees in this level and is set out in the training schedule.

## **2.14 Level six - support**

Clerical officer is an employee who is required to use a minimum of two of the skills listed below, at the skill level described.

Employees in this level perform operational, clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in level 5. They are responsible and accountable for their own work, and may have responsibility for the operation of the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this level will possess oral and written communication skills, and numeracy skills, appropriate to the range of skills and skill levels set out below.

### **2.14.1 Technical skills - computer - skill level**

Able to:

use and integrate a variety of application software packages within a micro/personal computer network; or  
use a central computer resource to an equivalent standard; or  
evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements;  
or  
use macro function (logical operators) on a spreadsheet package.

### **2.14.2 Secretarial skills - skill level**

Able to:

complete arrangements such as venues, agendas, documentation, audio visual requirements, catering and transport for conferences and external meetings;

organise overseas travel arrangements and appointments;  
originate executive correspondence; assist executive in preparing,  
attending and following up appointments, interviews, meetings, etc;  
act on delegated authority of executive.

#### **2.14.3 Enterprise/industry knowledge - skill level**

Able to:

assist in developing policy or new products and services to meet changing market or other circumstances;  
identify and assess internal and external factors impacting on production and service delivery; identify future trends.

#### **2.14.4 Business/financial - skill level**

Able to:

administer individual executive salary packages, travel expenses and allowances, company transport;  
administer specialised salary and payroll requirements, e.g. eligible termination payments, superannuation trust deed requirements, redundancy calculations, workcare, maintenance support scheme, etc;

#### **2.14.5 Coaching/training - skill level**

Able to: train employees (where appropriate) in grade 5 by means of personal instruction and demonstration.

#### **2.14.6 Supervisory - skill level**

Able to:

plan and organise work priorities of unit or section; reschedule work loads as necessary and resolve operational problems in area of responsibility;  
monitor work quality of those supervised;  
use observations, diagnosis and intervention skills to ensure unit/section meets objectives;  
organise and chair necessary work meetings/conferences;  
assist in planning future sectional/office organisational resources and equipment needs; participate in staff assessment.

#### **2.14.7 Airline specialist - skill level**

maintain and distribute nominated spares floats (LRU) card system of rotatable/repairable components throughout the network to ensure

accuracy at all times;  
liaise with Maintenance Scheduling and Dock Maintenance to resolve A.O.G. and Line Stoppage requirements including the instigation of order action, develop and implement programmes for Rework/Modification of Rotable components in accordance with Engineering Order instruction, co-ordinate for all Supply Department related operational requirements outside normal office hours;

#### **2.14.8 Point of entry**

Employees in this level may have completed a period of work and training in levels 4 or 5. Positions in this level will be vacancy controlled.

#### **2.14.9 Translation - finance only**

Except for qualified secretaries, no existing employees in Finance will be translated to this level as a result of the first implementation of this award.

#### **2.15 Career Progression – SITA only**

**2.15.1** Performance increments will be available within levels 3, 4, 5 and 6 in the customer service salary structure, and levels 1 - 6 in the administration salary structure.

**2.15.2** Increments will be paid to employees who have completed twelve months of satisfactory performance within an eligible level.

**2.15.3** Satisfactory performance will be assessed by means of individual staff appraisals.

**2.15.4** The criteria and process for individual staff appraisal and performance assessment will be agreed between the Union and the employer, and may be reviewed from time to time.

**2.15.5** Performance increments may be withheld or if previously paid may be withdrawn, from employees whose performance is assessed as less than satisfactory.

### **3. RATES OF PAY**

[Sched A:3.1 varied by [PR901049](#); substituted by [PR927136](#) [PR943661](#) [PR955233](#); [PR965286](#) ppc 29Jan06]

**3.1** The following minimum rates of pay and residual amounts must be paid per week to employees engaged in the classification shown in clause 2 - Classification structure, of this Schedule.

<b>Classification/Level</b>	<b>Minimum rate</b>
<b>Customer service</b>	
Level 1	563.10
Level 2	579.87
Level 3	627.21
Level 4	657.31
Level 5	679.02
Level 6	709.17
Level 7	719.17
<b>Administration</b>	
Level 1	543.38
Level 2	584.92
Level 3	627.21
Level 4	661.65
Level 5	693.21
Level 6	719.33

### **3.2 Absorption of safety net adjustments**

[Sched A:3.2 varied by [PR901049](#) [PR927136](#) [PR943661](#); substituted by [PR955233](#); [PR965286](#) ppc 29Jan06]

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.

## **4. ALLOWANCES**

[Sched A:4 inserted by [PR901049](#) ppc 01Dec00]

### **4.1 Foreign language allowance**

If an employee is required to work in an international terminal and is required by the employer to speak a foreign language the employee will be paid an amount of \$3.33 per week for one language, \$4.98 for two languages and \$6.48 for three or more foreign languages.

## **4.2 Disability allowance**

**4.2.1** Where the normal working conditions of employees are adversely affected by construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to work, and such work extends beyond two weeks, the following allowance must be paid:

**4.2.1(a)** If the work involves excessive fumes, noise and dust or other like disabilities through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours the allowance will be 64 cents per hour.

**4.2.1(b)** If the work involves noise and dust or other like disabilities to a limited degree due to alternations and/or the removal or installation of plant and machinery and a marked reduction in work space the allowance will be 35 cents per hour.

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

## **4.3 Transport allowance**

**4.3.1** Employees must receive a transport allowance at the rate of \$6.25 per shift when employed as shift workers at airports on an ordinary rostered shift, which commences or finishes after 7 p.m. and before 7 a.m.

**4.3.2** Employees must be paid a transport allowance of \$6.25 when they are employed at the airport and required to work overtime that commences or finishes after 7 p.m. and before 7 a.m.

**4.3.3** If an employee is recalled to work overtime in 4.7 the employee will be entitled to receive the transport allowance provided.

**4.3.4** If an employee is required to commence or cease work at a time when the usual means of conveyance is not available the employer must convey the employee from or to his/her home or lodgings, or provide an allowance in lieu thereof.

**4.3.5** If the employer supplies transport the transport allowance in this clause is not payable.

#### **4.4 First aid allowance**

An employee who holds an appropriate first aid qualification, and is required by the employer to perform first aid duties must be paid a weekly allowance of \$8.32.

#### **4.5 Shiftwork on Sundays and Public Holidays**

**4.5.1** Shift workers must be paid at the rate of double time for all shifts worked on a Sunday and public holidays except Christmas day and Good Friday.

**4.5.2** Shift workers must be paid at the rate of double time and a half for all shifts worked on Christmas Day and Good Friday.

**4.5.3** If a shift worker is required to work afternoon shifts or night shifts on a Sunday or public holiday, the shift worker is entitled to an additional \$8.52 per shift.

#### **4.6 Multiple shift allowance**

**4.6.1** If a shift worker in any roster week is required to work three shifts that commence at times that are greater than 30 minutes apart they must be paid on allowance of \$2.57.

**4.6.2** If a shift worker in any rostered week is required to work three or more shifts, and there are greater than three rostered starting times with a difference in excess of 30 minutes, they must be paid a further allowance of \$2.78 for each such starting time in excess of three.

#### **4.7 Meal breaks/meal money**

**4.7.1** If an employee is required for overtime duty in excess of one hour before the normal starting time or in excess of one hour after the usual finishing time:

**4.7.1(a)** the employee must be given a meal break of twenty minutes paid at the appropriate overtime rate of pay;

**4.7.1(b)** the employee must be given a further meal break of 20 minutes at the completion of each further four hour period of overtime worked paid at the appropriate overtime rate of pay;

**4.7.1(c)** the employee must be provided with a suitable meal by the employer or paid a meal allowance of \$7.46 for each meal break.

- 4.7.2** These meal breaks must not to be used in the calculation of overtime hours. The employer may provide a suitable meal or meals in lieu of the meal allowance provided above.
- 4.7.3** An employee who is working on a recall or on a day off must be provided with a suitable meal by the employer or paid a meal allowance of \$7.46 if the employee performs four hours actual work. This applies for each four hour period worked.
- 4.7.4** Shift employees required to work on rostered days off for four hours or more must be given a meal break of 20 minutes and an allowance of \$7.46 for each meal break and then subsequent meal breaks in accordance with 4.8.1.
- 4.7.5** These meal breaks must be used in the calculation of overtime hours.
- 4.8** In cases where it is customary for an employee to return to their employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, 4.7 does not apply.
- 4.8.1** An employee must be given a further meal break of 20 minutes at the completion of each further four hour period of overtime worked paid at the appropriate overtime rate of pay.

**APPENDED ORDER - 29 DECEMBER 2000**

Mis 909/00 M Print T5005

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.111 particular powers of Commission

**EDS (Australia) Pty Ltd and another**  
(C No. 30796 of 2000)

Various employees	Commonwealth employment
SENIOR DEPUTY PRESIDENT POLITES	MELBOURNE, 29 DECEMBER 2000

*Award respendency.*

**PREAMBLE**

I have perused the draft order submitted by EDS (Australia) Pty Ltd and EDS (Services) Pty Limited and the correspondence from the CPSU, the Community and Public Sector

Union dated 7 and 8 December 2000.

I am satisfied that the draft order below gives effect to my decision of 21 November 2000 [Print T3529].

### **ORDER**

A. Further to a decision issued by the Commission on 21 November 2000 [Print T3529] and pursuant to s.149(1)(d) of the *Workplace Relations Act 1996* I make the following orders:

1. The awards listed in the schedule shall not for any purposes be binding upon EDS (Australia) Pty Limited or EDS (Services) Pty Limited by operation of s.149(1)(d) of the *Workplace Relations Act 1996* in relation to contracts entered into with respondents to such awards.

2. Liberty to apply on short notice is reserved for EDS (Australia) Pty Ltd and/or EDS (Services) Pty Ltd to apply to the Commission for a variation of this order to add additional awards/s to the schedule in relation to any further contracts which EDS (Australia) Pty Ltd and or EDS (Services) Pty Ltd may enter in to or if it be suggested that an award or agreement which according to the Commission's records has been superseded continues to have application.

### **SCHEDULE - AWARDS**

1. Airline Operations - Clerical and Administrative Award 1999 [Print S0844 [A3806]]
2. Airline Operations - Salaried Staff (Ansett Australia) Award 1998 [Print R9573 [A3762]]
3. Australian Public Service Award 1998 [Print Q7548 [A1660]]
4. Caltex Distribution Award 1991 [Print K6062 [C0385]]
5. Clerks' (Oil Companies) Award, 1988 [Print H8029 [C0029]]
6. Ampol Clerical Employees' Award 1996 [Print N4097 [A1937]]
7. Scientific Services Professional Scientists Award 1998 [Print Q2622 [S1894CRN]]
8. Scientific Services Professional Scientists (Miscellaneous Conditions) Award 1998 [Print Q7242 [S2127]]
9. Technical Services Professional Engineers (General Industries) Award 1998 [Print Q2624 [T1450CRN]]

10. Standard Hours (Oil Companies) Award 1974 [Print Q4640 [S0099]]
11. Commonwealth Bank of Australia Employees Award 1999 [Print R8409 [C0290]]
12. Business Equipment Industry (Clerical Officers) Consolidated Award, 1985 [Print F9841 [B0054]]
13. Business Equipment Industry - Technical Service - Award 1999 [Print S1768 [B0018]]
14. Business Equipment Industry (Technical Service) Superannuation Award 1989 [Print H8758 [B0145]]
15. Business Equipment Industry (Technical Service) Award Superannuation 2000  
NOT SIGNED
16. General Motors Holden's Automotive Limited (Part 2 - Draughting, Production Planning and Technical Grades) General Award 1988 [Print H3648 [G0073]]
17. General Motors Holden's Automotive Limited (Part 3 - Supervisors) General Award 1988 [Print H3756 [G0074]]
18. General Motors Holden's Automotive Limited (Part 4 - Clerks) General Award 1988 [Print H3869 [G0075]]
19. General Motors Holden's Automotive Limited (Part 5 - Professional Engineers and Professional Scientists) General Award 1988 [Print H3757 [G0076]]
20. General Motors Holden's Automotive Limited Long Service Leave Award 1988 [Print H4006 [G0080]]
21. Holden's Engine Company (Part 1) Award 1993 [Print L1766 [H0049]]
22. Holden's Engine Company (Part 2) Award 1993 [Print L1765 [H0050]]
23. Holden's Engine Company (Part 3) Award 1993 [Print L1764 [H0051]]
24. Holden's Engine Company (Part 4) Award 1993 [Print L1768 [H0052]]
25. Holden's Engine Company (Part 5) Award 1993 [Print L1767 [H0053]]
26. Holden's Engine Company Long Service Leave Award 1993 [Print H1104 [H0066]]
27. Holden Ltd Consolidated Award 1998 [Print Q8010 [H0882]]

28. Vehicle Industry (Long Service Leave) Award 1997 [Print Q2657 [V0021]]
29. County Councils (Electricity Undertakings New South Wales) Classifications and Rates of Pay Federal Award, 1992 [Print K5998 [C0354]]
30. County Councils (Electricity Undertakings New South Wales) Conditions of Employment Federal Award 1992 [Print K5999 [C0353]]
31. Travel Industry - Agencies - General Award - 1999 [Print S0229 [T0232]]
32. The Electricity Trust of South Australia (Interim) Salaries Award 1990 [Print J2755 [E0075]]
33. Telstra Sales Force Conditions Award 1993 [Print H4646 [T0425]]
34. Telstra/APESMA Award 1995 [Print L9385 [T0583]]
35. Telstra/CPSU (Consolidated) Award 1996 [Print N7759 [T1027]]
36. Telstra Corporation General Conditions of Employment 1998 [Print Q2734 [T0839]]
37. AOTC/APTU Award 1993 [Print J2015 [A0775]]
38. Food Preservers' Interim Award 1986 [Print H866 [F0015]]
39. The Uncle Tobys Company Pty Ltd Superannuation Award 1990 [Print J4860 [U0014]]
40. Clerks (Road Transport Industry) Award 1992 [Print K5113 [C0359]]
41. Bank Officials' (Federal) (1963) Award [Print J3681 [B0001]]
42. Bank Officials (Long Service Leave) Award 1965 [Print B1130 [B0038]]
43. Westpac Employees' Award 1998 [Print Q2314 [W0906]]
44. The Colonial Group Enterprise Award [Print N2985 [C1447]]
45. Optus Award 2000 [Print T2115 [O0077]]
46. Finance Sector - AMP Employees' Award [Print M8535 [F0390]]
47. Bank Officials (Long Service Leave) Award 1965 [Print B1130 [B0038]]

48. Westpac Employee's Award 1998 [Print Q2314 [W0906]]

49. Credit Union Award 1998 [Print Q8351 [C0296]]

B. This order shall come into force from 21 November 2000 and shall remain in force for a period of twelve months.

## DECLARATION - VICTORIA

[Common rule declared in Victoria by [PR965856](#) from 16Nov05]

Further to the decision issued by the Commission on 16 November 2005 and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* the Commission makes the following declaration for a common rule award:

1. In this Declaration:

“ **the award** ” means the *Airlines Operations Clerical and Administrative Award 2003* as varied from time to time;

“ **employees** ” means employees in the industry who perform work of a kind that is covered by the award;

“ **employers** ” means employers who employ employees;

“ **the industry** ” means the airline operations industry which includes:

in respect of the employers' operations in or in relation to any occupations, trade or calling in relation to airline operations (including customer services, sales, administration, reservations, freight, maintenance, engineering, supply, passenger handling). and all their employees in the classifications set out in clause 18 – Classifications.

2. That save for and subject to the matters referred to in clauses 4 to 11 below, the whole of the terms of the award except those specified in clause 3 below, shall be:

2.1 a common rule for the industry in Victoria and known as the Airlines Operations Clerical and Administrative Victorian Common Rule Declaration 2005;

2.2 binding on all employers in respect of the employment by them of employees, subject to the provisions of Clause 4 herein;

2.3 binding on all employees in the industry as defined; and

2.4 binding on the Australian Municipal, Administrative, Clerical and Services Union a registered organization bound by the Award.

**3.** The following clauses of the award are not included in the Airline Operations Clerical and Administrative Victorian Common Rule Award 2005:

**3.1** clause 5 - Commencement date of award and period of operation;

**3.2** clause 6 - Coverage of award;

**3.3** clause 7 of Parties bound.

**4.** The Airline Operations Clerical and Administrative Victorian Common Rule Award 2005 shall not apply to:

**4.1** A business or part of a business:

which is respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.

**5.** Subject to 5.1 to 5.5 below, all provisions in the Common Rule Award are to operate from 1 July 2005.

**5.1** With respect to annual leave, only periods of annual leave commencing on or after 1 July 2005 attract leave loading.

**5.2** With respect to redundancy payments for employees of employers who have less than 15 employees, only service on or after 1 July 2005 is to be taken into account for the purpose of calculating 'service'.

**5.3** With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 July 2004 is to be taken into account for the purpose of calculating 'service'. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]

**5.4** Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.

**5.5** The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after 1<sup>st</sup> August 2005.

**6.** The Airline Operations Clerical and Administrative Victorian Common Rule Award 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.

**7.** This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that

receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below.]

**8.** An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below.]

**9.** In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits required to be provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Airline Operations Clerical and Administrative Victorian Common Rule Award 2005, the matter may be referred to a Board of Reference consisting of a Member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.

An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.

This clause shall apply for a period of twelve months from the commencement date of the Airline Operations Clerical and Administrative Victorian Common Rule Award 2005.

Any registered organization bound by the terms of the Airline Operations Clerical and Administrative Victorian Common Rule Award 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.

**10.** Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 11 below.

**11.** This declaration shall be an award of the Commission, shall come into force on 16 November 2005 and shall remain in force for a period of 3 months and thereafter in accordance with the Act. [See Note 3 below.]

#### Note 1

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

**2.** The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment.

3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

#### Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, “existing arrangements” includes the making of contributions to such funds.

2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.

3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.

4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organisation.

5. The exception applies subject to any Commonwealth legislation to the contrary.

#### Note 3

Subject to s.113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996* ).

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