



Bargaining continues with Emirates for your next EBA

On Thursday, 16th August 2019, the union representatives for the ASU ALAEA and staff bargaining representatives met in Melbourne to continue bargaining discussions for the next Emirates Enterprise Agreement.

Your Union and bargaining representatives met with Emirates on Thursday, 16 August 2019 to hear Emirates' present an initial response to our Log of Claims. A pay offer was not discussed in detail; however the group discussed improvements to the variable merit system and the Redundancy Severance pay schedule in your current EBA-2017.

Following the meeting, bargaining representatives agreed to discuss issues around the current Redundancy Severance pay schedule with you and report back to the group. The current schedule at 14.10(c) to (e) of EBA-2017 caps out at 44 weeks and provides no additional recognition of service for staff with in excess of 12 years' service.

By 31 December 2019 this will represent almost 40% of all staff covered by the agreement.

The group met yesterday to discuss your concerns about the current package and formulate a more detailed claim to provide to Emirates. On behalf of all bargaining representatives, the ASU has now notified Emirates that a majority of staff would like to see a significant improvement that recognizes services up to at least 21 years. Please see a copy of the letter sent to Emirates today attached to this Bulletin.

What can you do to help?

- Make sure you commit to the EBA campaign. See your bargaining representative or ASU Organiser to find out how you can help.
- If you are not an ASU member – now is the time to join – you can do this on line at <https://www.asu.asn.au/asujoin>

A better deal brought to you by ASU membership

If you are not already a member, it's time to join the ASU! Join online at <https://www.asu.asn.au/asujoin>

For more information please contact your local ASU organiser or delegate.

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A•S•U

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Your Ref:
Please quote in reply

Friday, 23 August 2018

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Linda White
Robert Potter

Dear Aelred,

Re: Bargaining to replace Emirates Enterprise Agreement 2017 and actions arising from meeting on Friday, 16 August 2019

I refer to actions arising from the most recent bargaining meeting at Emirates' Collins Street Melbourne offices on Friday, 16 August 2019. At the meeting bargaining representatives committed to quantify the improvement to the redundancy severance pay package that staff are seeking and notify Emirates prior to the next bargaining meeting.

Following discussions with staff, bargaining representatives jointly claim a maximum redundancy severance payment of 80 weeks' pay (exclusive of any payment in lieu of statutory notice for redundancy).

Please also find the following items you requested attached to this letter:

- Copy of clause 38. From the Airline Operations—Ground Staff Award 2010 (AOGSA) - Leave to deal with Family and Domestic Violence.
- Copy of clause 33A. From the AOGSA - Requests for flexible working arrangements.

During discussions you also committed to provide information to the bargaining committee, as follows:

- i. Copy of Emirates dress code and/or Uniform requirements;
- ii. Your detailed analysis of the total cost to business of the bargaining representatives' Log Of Claims served 25 July 2019;
- iii. Your detailed analysis of the total cost to business of Emirates' Claims served 16 August 2019; and,
- iv. Confirmation that the next meeting on Thursday, 29 August 2019 will be face-to-face taking place at Emirates' Collins Street Melbourne offices.

We trust that the above mentioned information will be circulated to all bargaining representatives at your earliest convenience.

For further information in respect of this correspondence, please contact National Industrial Officer Joanne Knight on (03) 9342-1450, 0419 593396 or email jknight@asu.asn.au.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'J. Knight', with a stylized flourish at the end.

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Joanne Knight
ASU NATIONAL INDUSTRIAL OFFICER

cc Noel Speers, ALAEA noels@alaea.asn.au

38. Leave to deal with Family and Domestic Violence

[38 inserted by [PR609365](#) ppc 01Aug18]

38.1 This clause applies to all employees, including casuals.

38.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 38.2(a) includes a former spouse or de facto partner.

38.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

38.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

38.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

38.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 38. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 38 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 38.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

38.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 38.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 38 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

38.8 Compliance

An employee is not entitled to take leave under clause 38 unless the employee complies with clause 38.

Schedule A—Transitional Provisions

[Varied by [PR991555](#), [PR503666](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503666](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Definitions

[Varied by [PR991555](#), [PR533545](#)]

B.1 Aviation transport workers stream

B.1.1 Level 1—Trainee Airlines Services Operator

- Entrance level for all new employees.
- Six months on-the-job training and induction.
- Work in all areas up to and including Level 2 and 3 duties.
- Employees are required to hold a current State driver's licence, and where required, DLI licence.

Minimum standards include:

- company induction
- attendance and punctuality
- defensive driving techniques
- dangerous goods awareness
- consistency and quality of work
- acceptable attitude
- work performance
- ability to work safely, adherence to safe work practices
- three letter port codes
- operation of basic communication and computer aids; and
- acceptable reading and writing skills

An employee must meet and maintain all minimum standards prior to progressing to another level.

B.1.2 Level 2—Airlines Services Operator

- All functions associated with cleaning, preparation, packaging of catering equipment, aircraft stores and amenities kits
- General cleaning duties including aircraft and cabin presentation
- Baggage and freight function (non-aircraft AAF only)
- Operation of basic communication and computer aids

B.1.3 Level 3—Airlines Services Operator

- Hands-on activities in all areas of work including that which is both directly and indirectly associated with aircraft handling, and/or AAF PUD drivers

- Operate equipment and vehicles including tow motors, small vans, tarmac buses, mobile steps, belts, non-tarmac fork-lift and equipment requiring similar operational skills associated with ramp, cargo, freight, catering, aircraft servicing and general transport operations
- Carry out basic serviceability and maintenance checks of vehicles and/or equipment, including refuelling of vehicles
- Operate basic communication and computer aids

B.1.4 Level 4—Airlines Services Operator

- Operate all inhold aircraft systems and all ground handling and commercial type airport equipment
- Ground handling equipment means all equipment associated with ramp, freight/cargo, catering, aircraft servicing and general transport operations
- Operate communication and computer aids
- Compile reports and documents
- Work without direct supervision
- Carry out basic serviceability and maintenance checks of vehicles and/or equipment, including refuelling of vehicles

B.1.5 Level 5—Airlines Services Co-ordinator

- Responsible for a group of staff in a work area
- Ensure that productivity and performance criteria are met in the designated area of responsibility, including completion of regular performance assessment reports
- Responsible for the control, supervision and training of designated staff
- Make recommendations on all aspects of the operation, identification of opportunities to improve performance and productivity
- Organise and co-ordinate work within their area of responsibility
- Carry out various administrative and reporting duties, including the operation of communication and computer aids
- Form part of the assessment panel for probationary employees
- Must demonstrate leadership, decision making and organisational skills necessary to efficiently meet performance requirements in a changing work environment

B.1.6 Level 6—Senior Airlines Services Co-ordinator

- Responsible for a number of groups of staff
- Otherwise as per Level 5

B.1.7 Level 7—Senior Airlines Services Co-ordinator

- Responsible for the loading and unloading of aircraft, which include:
 - securing all loaded items

- checking all safety locks and/or other safety devices
- locking aircraft cargo doors
- Sign appropriate documentation certifying that the aircraft has been loaded in accordance with above requirements

B.1.8 Level 8—Senior Airlines Services Co-ordinator

- Report to responsible manager/supervisor
- Accept significant operational responsibility and/or manpower control in excess of Level 7 employees; and/or
- Responsible for the development, implementation and co-ordination of State/Network Training Programmes

B.2 Clerical, administrative and support stream

The classification criteria in this schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to this award. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee operates a word processor or typewriter they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

B.2.1 Level 1

(a) Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be

required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Level 1 is not intended as the entry point for all new employees to the enterprise but is the level where new employees with no industry experience can gain competency in the basic industry skills and skills required by the employer. At this level those basic industry skills are identified under Airline Industry.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- Identifying key functions and personnel
- Providing information from own function area
- Maintaining basic records
- Filing, collating, photocopying, etc.
- Handling or distributing mail including messenger service

(ii) IT Skills

- Operating keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

(iii) Business/financial

- Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- Carrying out simple banking activities

(iv) Airline Industry

- Knowledge of company structure, products and customers
- Providing assistance after identifying passenger needs
- Maintaining security of information
- Applying lounge access policy and greeting passengers at reception
- Assisting with international arrivals and departures
- Identifying customer/passenger profiles

B.2.2 Level 2

(a) Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the employer's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position
- Handling enquiries, complaints and problems and following up when appropriate
- Converting telephone customer enquiries to sales for revenue by suggesting appropriate predefined alternatives to maximise selling opportunities
- Operating computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter
- Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment

(ii) IT Skills

- Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents
- Computer application involving use of a software package which may include one or more of the following functions:
 - creating new files and records
 - spreadsheet/worksheet
 - graphics

- accounting/payroll file
- following standard procedures and using existing models/fields of information

(iii) Business/financial

- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.

(iv) Airline industry

- Check-in (including groups)—collecting ticket coupon, tagging baggage, issuing boarding passes, checking passports and visas, accepting and weighing bags, and collecting excess baggage charges where appropriate
- Performing appropriate cargo functions including the retrieval and checking of documentation from aircraft
- Reporting and tracing lost and damaged baggage and baggage that arrives without a passenger
- Performing functions as directed at customer service desk including flow forward, standby, upgrades, and implementing delay handling procedures under direct guidance
- Providing information on itineraries, fares and fare rules
- Utilising airline ticketing system to quote, issue and re-issue tickets as appropriate

B.2.3 Level 3

(a) Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Providing specialised advice and information on the employer's products and services; responding to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills
- Identifying options for resolution and acting within defined parameters
- Conducting research as directed regarding customer trends

(ii) IT skills

* Applying one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:

- create new files and records
- maintain computer based records management systems
- identify and extract information from internal and external sources
- use of advanced word processing/keyboard functions.

* NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

(iii) Business/financial

- Preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; posting journals to ledger
- Administering cash handling procedures
- Organising business itineraries/meetings and conferences
- Identifying and resolving discrepancies within operating guidelines
- Preparing and reconciling airline accounting documents including Agency Debit Memos, Agency Credit Memos and Ticketing Summary Report

(iv) Airline industry

- Booking and co-ordinating special cargo arrangements
- Responsible for securing the arrival, stowage and dispatch of valuable cargo
- Performing functions at customer service desk including flow forward, standby, upgrades, and implementing delay handling procedures with limited or no guidance

- Being able to construct and quote complex and/or non-automated fares and/or taxes and to issue all ticketing documentation including manual tickets as required

B.2.4 Level 4

(a) Characteristics

Employees at this level will have achieved a level of employer or industry specific knowledge sufficient for them to give advice and/or information to the employer and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a prerequisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgment at times in the performance of their duties.

They are able to train employees in Levels 1–3 by personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Implementing new/improved systems, as directed
- Maintaining professional relationships with customers
- Assisting in co-ordination of staffing resources at operational areas
- Handling sensitive enquiries with tact and discretion
- Resolving customer complaints
- Researching and collating data from various information sources
- Recognising trends in client requirements
- Determining problems and potential problems, identifying options for resolution and taking corrective action

(ii) IT skills

* Applying one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:

- create new files and records
- maintain computer based management systems
- identify and extract information from internal and external sources
- use of advanced word processing/keyboard functions.

* NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

(iii) Business/financial

- Being able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation reconciliation of accounts to balance and appropriate internal and external follow-up where necessary
- Carrying out more complex bank reconciliation
- Follow-up on outstanding debts
- Advising on/provide information on one or more of the following:
 - employment conditions
 - workers compensation procedures and regulations
 - superannuation entitlements, procedures and regulations

(iv) Airline industry

- Responsibility for weight and balance function (including production of load sheets) for single aircraft type/own airline requirements
- Initiating and organising delay handling procedures

B.2.5 Level 5

(a) Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required. Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise. A detailed understanding of work practices and procedures is required as is the application of well-developed negotiation skills.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including: scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate but are not essential.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service

- Applying knowledge of employer's objectives, performance, projected areas of growth, product trends and general industry conditions
- Identifying opportunities to generate revenue from internal/external sources
- Assisting with the development and implementation of new/improved systems
- Monitoring and reporting on third party providers
- Resolving disputes and difficult situations, when required
- Implementing company policies and procedures
- Providing recommendations on changes to current service provision and resource allocation where appropriate
- Drafting report and correspondence containing recommendations, where appropriate
- Conducting in-depth research from various sources
- Ensuring department Key Performance Indicators are met
- Co-ordinating the customer service team including co-ordinating daily staffing levels, providing feedback and input into performance planning and review
- Assisting with the development and implementation of targeted sales and marketing activities

(ii) IT skills

- Application of computer software packages within either a micro personal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents
- Maintaining security of information systems
- Evaluating computer systems and programs when required to determine future technological resource requirements
- Assisting with the development of options for future strategies

(iii) Business/financial

- Providing reports for management in any or all of the following areas:
 - accounting/financial
 - staffing

- legislative requirements
- other company activities
- Undertaking and documenting costing procedures
- Control of tax matters
- Pursuing debt collection in accordance with credit policy

B.2.6 Level 6

- (a) Knowledge—Complete knowledge of area of specialisation as well as general knowledge of other areas of the stream. Ability to apply knowledge to assist in developing policy, new products and future trends.
- (b) Mental—Exercise judgment, reasoning, initiative and discretion.
- (c) Social—Liaise with staff/customers and other airline personnel.
- (d) Physical—Keyboard skills including knowledge of appropriate software and office machines.
- (e) Responsibility—Required to demonstrate responsibility and accountability for own work.
- (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.

B.2.7 Level 7

- (a) Knowledge—Full knowledge of policy and procedures relating to work area. Operational knowledge as well as knowledge of relevant computer software.
- (b) Mental—Judgment and reasoning, initiative and discretion.
- (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.
- (d) Physical—Keyboard and computer skills with use of computer software. Use of office machines.
- (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.
- (f) Supervision—First level supervisors.

B.2.8 Level 8

- (a) Knowledge—Broad knowledge of systems, procedures and policy. Advanced supervisory skills.
- (b) Mental—Exercising of reasoning and judgment/initiative and discretion and able to problem solve.

- (c) Social—Interaction with staff/customers/external departments. Disciplining and counselling as required.
- (d) Physical—Keyboard and computer skills including use of relevant software. Use of office machines.
- (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.
- (f) Supervisory—Supervisor

B.3 Maintenance and engineering stream

[B.3 substituted by [PR533545](#) ppc 29Jan13]

Where it appears in these definitions the term “or equivalent” means any training which a registered training provider (e.g. University, TAFE, a CASR 147 CASA recognised Maintenance Training Organisation) or State recognition Authority recognises as equivalent to a qualification which Manufacturing Skills Australia recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications; or where competencies meet the requirements relevant to the qualification established by Manufacturing Skills Australia.

B.3.1 Aircraft Worker 1 is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, enterprise layout, work and documentary procedures, occupational health and safety, equal employment opportunity, and quality control/assurance procedures.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- performs general labouring and cleaning duties;
- exercises minimal judgement;
- works under direct supervision; and
- is undertaking structured training so as to enable them to work at the Aircraft Worker 2 level.

B.3.2 Aircraft Worker 2 is an employee who has completed up to three months structured training so as to enable the employee to perform within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 1 level and to the level of their skills, competence and training:

- works in accordance with standard operating procedures and established criteria;
- works under direct supervision either individually or in a team environment;

- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- assists an employee employed in the classifications listed in 15.3 (other than an Aircraft Worker or a Tradesperson) by dismantling and/or cleaning of components and/or oiling/greasing and/or paint stripping;
- understands and utilises basic statistical process control procedures; and
- follows safe work practices and can report workplace hazards.

B.3.3 Aircraft Worker 3 is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 2 level and to the level of their skills, competence and training. An employee at this level:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team environment;
- exercises discretion within their level of skills and training; and
- assists in the provision of on-the-job training.

B.3.4 Aircraft Worker 4 is an employee who has completed a Certificate II Engineering Production or Certificate II in Engineering Production Technology or equivalent so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 3 level and to the level of their skills, competence and training:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- co-ordinates work in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of their own work.

B.3.5 Tradesperson means an employee who holds a Trade Certificate III in Engineering or equivalent and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.

B.3.6 Aircraft Maintenance Engineer (AME) means any tradesperson who holds a Certificate IV or equivalent in the Aeroskills Training Package MEA 11 or its successor and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.

B.3.7 Full Category B1 Licence Holders

(a) **Full Category B1 Licence Holder** means an individual who:

- (i) holds a Full Category B1 Licence issued by CASA under Part 66 of the CASRs that is in force; and

- (ii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.
- (b) **Full Category B1.1 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory aeroplanes turbine.
- (c) **Full Category B1.2 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory aeroplanes piston.
- (d) **Full Category B1.3 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory helicopters turbine.
- (e) **Full Category B1.4 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory helicopters piston.

Note: Full Category B1 Licence is defined in clause 3—Definitions and interpretation.

B.3.8 Full Category B2 Licence Holder

- (a) **Full Category B2 Licence Holder** means an individual who:
 - (i) holds a Full Category B2 Licence issued by CASA under Part 66 of the CASRs that is in force; and
 - (ii) is required by his or her employer to exercise the privileges and authorities of his or her category B2 licence.

Note: Full Category B2 Licence is defined in clause 3—Definitions and interpretation.

B.3.9 Full Category B1/B2 Licence Holder

- (a) **Full Category B1/B2 Holder** means an individual who:
 - (i) holds a Full Category B1 Licence issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) holds a Full Category B2 Licence issued by CASA under Part 66 of the CASRs that is in force; and
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence and category B2 licence.

Note: Full Category B1 Licence and Full Category B2 Licence are defined in clause 3—Definitions and interpretation.

B.3.10 Transitional Category B1 Licence Holders

- (a) **Transitional Category B1.1 Licence Holder** means an individual who:
 - (i) holds a category B1 licence endorsed with the subcategory aeroplanes turbine issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and

- one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.
- (b) **Transitional Category B1.2 Licence Holder** means an individual who:
- (i) holds a category B1 licence endorsed with the subcategory aeroplanes piston issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.
- (c) **Transitional Category B1.3 Licence Holder** means an individual who:
- (i) holds a category B1 Licence endorsed with the subcategory helicopters turbine issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 Licence.
- (d) **Transitional Category B1.4 Licence Holder** means an individual who:
- (i) holds a category B1 Licence endorsed with the subcategory helicopters piston issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.

B.3.11 Transitional Category B2 Licence Holder

- (a) **Transitional Category B2 Licence Holder** means an individual who:
- (i) holds a category B2 Licence issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusion applying to the category B2 licence:
 - the Standard B2 Exclusion; and
 - one or more other Exclusions.

(iii) is required by his or her employer to exercise the privileges and authorities of his or her category B2 licence.

B.4 Storepersons and logistics

B.4.1 Storeperson Level 1

Is an employee working under direct supervision with less than six months experience in the airline industry undergoing training in all supply and associated functions.

B.4.2 Storeperson Level 2

Is an employee working under limited supervision with Level 1 experience who may be required to perform any or all of the core functions. A Level 2 employee will continue training in core functions and at least three specialist functions.

B.4.3 Storeperson Level 3

Is an employee who possesses all Level 2 qualifications and is competent in at least three specialist areas.

B.4.4 Storeperson Level 4

Is an employee who possesses all Level 3 qualifications and is responsible for the efficient operation of a shift or section with significant responsibility for administration and/or supervision of staff.

Employees seeking promotion to this level must possess and retain possession of a Hazardous Goods Certificate as a compulsory specialised function. Employees will be required to train lower graded employees, including new employees during their probationary period, and monitor and modify techniques, effectiveness and efficiency and ensure compliance to Divisional/ Company policy. Employees will be responsible for the allocation of manpower to achieve optimum customer service and assist in the development and implementation of work simplification systems.

B.4.5 Storeperson Level 5

Is an employee who possesses all Level 4 qualifications and is responsible for a group (two or more sections).

Employees are required to plan, direct and monitor the work and work standards of all staff within the group. Employee is responsible for staff development and on-the-job training, and must ensure compliance with Supply division policy and Company Maintenance Manuals.

Schedule C—Supported Wage System

[Varied by [PR991555](#), [PR994424](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR533545](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

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

[C.2 varied by [PR568050](#) ppc 01Jul15]

C.2 In this schedule:

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

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

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

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

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

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

C.3 Eligibility criteria

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

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

C.4 Supported wage rates

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

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR994424](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

C.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

[C.6 varied by [PR533545](#) ppc 29Jan13]

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

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

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

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

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

[C.10.3 varied by [PR994424](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

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

Schedule D—School-based Apprentices

[Varied by [PR991555](#), [PR544771](#)]

D.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

[D.2 varied by [PR544771](#) ppc 01Jan14]

D.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training contract for an apprentice declared or recognised by the relevant State or Territory authority.

D.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

D.4 For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

D.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

D.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

[D.7 varied by [PR544771](#) ppc 01Jan14]

D.7 The duration of the apprenticeship must be as specified in the training contract for each apprentice but must not exceed six years.

[D.8 substituted by [PR544771](#) ppc 01Jan14]

D.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

[D.9 substituted by [PR544771](#) ppc 01Jan14]

D.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[D.10 substituted by [PR544771](#) ppc 01Jan14]

- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—National Training Wage

[Schedule E inserted by [PR514012](#) ppc 01Jan10; varied by [PR522910](#), [PR536713](#), [PR545787](#), [PR551636](#), [PR566721](#), [PR579818](#), [PR592146](#), [PR606373](#), [PR707459](#)]

E.1 Title

This is the *National Training Wage Schedule*.

E.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

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

training package means the competency standards and associated assessment guidelines, excluding those from Manufacturing Skills Australia's Metal and Engineering Training Package (MEM05) and Aeroskills Training Package (MEA07), for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

E.3 Coverage

E.3.1 Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package (excluding those from Manufacturing Skills Australia's Metal and Engineering Training Package (MEM05) and Aeroskills Training Package (MEA07)), and AQF certificate level is allocated to a wage level by Appendix E1 to this schedule or by clause E.5.4 of this schedule.

E.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix E1 to this schedule.

E.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

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

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

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

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

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

E.5 Minimum Wages

[Varied by [PR522910](#), [PR536713](#), [PR551636](#), [PR566721](#), [PR579818](#), [PR592146](#), [PR606373](#), [PR707459](#) ppc 01Jul19]

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	332.80	366.50	436.60
Plus 1 year out of school	366.50	436.60	508.10
Plus 2 years out of school	436.60	508.10	591.30
Plus 3 years out of school	508.10	591.30	677.00
Plus 4 years out of school	591.30	677.00	
Plus 5 or more years out of school	677.00		

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 Per week	Year 12 per week
	\$	\$	\$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	488.60
Plus 2 years out of school	424.80	488.60	573.10
Plus 3 years out of school	488.60	573.10	653.70
Plus 4 years out of school	573.10	653.70	
Plus 5 or more years out of school	653.70		

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	478.20
Plus 2 years out of school	424.80	478.20	534.30
Plus 3 years out of school	478.20	534.30	595.20
Plus 4 years out of school	534.30	595.20	
Plus 5 or more years out of school	595.20		

(d) AQF Certificate Level IV traineeships

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

Wage level	First year of traineeship		Second and subsequent years of traineeship	
	per week		per week	
	\$		\$	
Wage Level A	703.20	730.40	730.40	730.40
Wage Level B	678.40	704.40	704.40	704.40
Wage Level C	617.40	640.70	640.70	640.70

E.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	14.37
Plus 1 year out of school	12.07	14.37	16.73
Plus 2 years out of school	14.37	16.73	19.45

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of school	16.73	19.45	22.26
Plus 4 years out of school	19.45	22.26	
Plus 5 or more years out of school	22.26		

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	16.08
Plus 2 years out of school	13.99	16.08	18.87
Plus 3 years out of school	16.08	18.87	21.52
Plus 4 years out of school	18.87	21.52	
Plus 5 or more years out of school	21.52		

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	15.73
Plus 2 years out of school	13.99	15.73	17.57
Plus 3 years out of school	15.73	17.57	19.58
Plus 4 years out of school	17.57	19.58	
Plus 5 or more years out of school	19.58		

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix E1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
10.95	12.07

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	23.12	24.03
Wage Level B	22.29	23.15
Wage Level C	20.31	21.08

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3 Other minimum wage provisions

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

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix E1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

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

[Note inserted by [PR545787](#) ppc 01Jan14]

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

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

Appendix E1: Allocation of Traineeships to Wage Levels

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

E1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III
Gas Industry	III

Training package	AQF certificate level
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

E1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II

Training package	AQF certificate level
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

E1.3 Wage Level C

Training package

AQF certificate level

Agri-Food

I

Amenity Horticulture

I

II

III

Conservation and Land Management

I

II

III

Funeral Services

I

II

III

Music

I

II

III

Racing Industry

I

II

III

Rural Production

I

II

III

Seafood Industry

I

II

III

Schedule F—Part-day Public Holidays

[Sched F inserted by [PR532628](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

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

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

Schedule G—Transitional Provisions for Maintenance and Engineering Stream

[Sched G inserted by [PR533545](#) ppc 29Jan13; corrected by [PR533735](#) ppc 29Jan13]

G.1 General

G.1.1 The provisions of this schedule apply as follows:

- (a) Clauses G.2 and G.3 apply only to employers of employees in the maintenance and engineering stream who are not covered by the transitional arrangements in Schedule A;
- (b) Clauses G.1, G.4, G.5 and G.6 apply to any employers of employees in the maintenance and engineering stream.

G.1.2 The provisions of this schedule deal with minimum obligations only.

G.1.3 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between:

- (a) the following provisions in this award as in force immediately prior to 29 January 2013:
 - (i) 15.3—Maintenance and engineering stream; and
 - (ii) clause 21.21—licensed aircraft engineers – licence payments; and
- (b) one of the following provisions in this award:
 - (i) 15.3—Maintenance and engineering stream;
 - (ii) clause 21.21—Full category Aircraft Type Rating Endorsement payments; and
 - (iii) clause 21.22—Transitional category Aircraft Type Rating Endorsement payments.

G.2 Minimum wages – existing minimum wage lower

[G.2.1 corrected by [PR533735](#) ppc 29Jan13]

G.2.1 The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

- (a) was obliged, or
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, to pay a minimum wage lower than that in this award for any employee classified in accordance with 15.3—Maintenance and engineering stream.

G.2.2 Prior to the first full pay period on or after 1 January 2013 the employer must pay no less than the minimum wage in this award as in force immediately prior to 29 January 2013 for the classification concerned.

G.2.3 The difference between the minimum wage for the classification in this award and the minimum wage in clause G.2.2 is referred to as the transitional amount.

G.2.4 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 January 2013	80%
1 July 2013	50%
1 January 2014	20%

G.2.5 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

G.2.6 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

G.3 Minimum wages – existing minimum wage higher

G.3.1 The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

- (a) was obliged, or
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, to pay a minimum wage higher than that in this award for any employee classified in accordance with 15.3—Maintenance and engineering stream. Prior to the first full pay period on or after 1 January 2013 the employer must pay no less than the minimum wage in this award as in force immediately prior to 29 January 2013 for the classification concerned.

G.3.2 The difference between the minimum wage for the classification in this award and the minimum wage in clause G.2.2 is referred to as the transitional amount.

G.3.3 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 January 2013	80%
1 July 2013	50%
1 January 2014	20%

G.3.4 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

G.3.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

G.4 Allowance

G.4.1 For the purposes of this schedule, allowances means:

- (a) Prior to 29 January 2013, the allowances payable to employees in accordance with clause 21.21—licensed aircraft engineers – licence payments as in force prior to 29 January 2013; and
- (b) After 29 January 2013, the following allowances payable to employees classified in accordance with 15.3—Maintenance and engineering stream:
 - (i) clause 21.21—Full category Aircraft Type Rating Endorsement payments; and
 - (ii) clause 21.22—Transitional category Aircraft Type Rating Endorsement payments.

G.5 Allowances – existing allowances lower

G.5.1 The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

- (a) was obliged, or
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged,

to pay a particular allowance at a lower rate or amount than an equivalent or comparable allowance in this award.

G.5.2 Prior to the first full pay period on or after 1 January 2013 the employer must pay no less than the allowance in this award as in force immediately prior to 29 January 2013 for the classification concerned.

G.5.3 The difference between the allowance in this award and the rate in clause G.5.2 is referred to as the transitional percentage.

G.5.4 From the following dates the employer must pay no less than the allowance in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 January 2013	80%
1 July 2013	50%
1 January 2014	20%

G.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

G.6 Allowances – existing allowances higher

G.6.1 The following transitional arrangements apply to an employer which, immediately prior to 29 January 2013:

- (a) was obliged, or
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged,
- (c) to pay a particular allowance at a higher rate or amount than an equivalent or comparable allowance in this award.

G.6.2 Prior to the first full pay period on or after 1 January 2013 the employer must pay no less than the allowance in this award as in force immediately prior to 29 January 2013 for the classification concerned.

G.6.3 The difference between the allowance in this award and the rate in clause G.5.2 is referred to as the transitional percentage.

G.6.4 From the following dates the employer must pay no less than the allowance in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 January 2013 80%

1 July 2013 50%

1 January 2014 20%

G.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule H—Agreement to Take Annual Leave in Advance

[Sched H inserted by [PR582955](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

[Sched I inserted by [PR582955](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Agreement for Time Off Instead of Payment for Overtime

[Sched J inserted by [PR584069](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

33A. Requests for flexible working arrangements

[33A inserted by [PR701450](#) ppc 01Dec18]

33A.1 Employee may request change in working arrangements

Clause 33A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 33A is an addition to s.65.

33A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

33A.3 What the written response must include if the employer refuses the request

Clause 33A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 33A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 33A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

33A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 33A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

33A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 33A, can be dealt with under clause 10—Dispute resolution.