

SINGAPORE AIRLINES ENTERPRISE AGREEMENT 20~~2017~~²⁰²⁰
(~~INCORPORATING SINGAPORE AIRLINES CARGO~~)

1. TITLE

1.1 This Agreement shall be known as the Singapore Airlines Enterprise Agreement ~~2017~~²⁰²⁰.

2. DEFINITIONS

2.1 “Act” means the *Fair Work Act 2009*, as amended from time to time.

2.2 “Award” means the *Airline Operations - Ground Staff Award 2010*.

2.3 “FWC” means Fair Work Commission.

2.4 “Full-time employee” means an employee who is engaged by the week under bands A, B and C and by the month for employees under Bands D and above, and who is engaged to work 38 hours per week, except for meal breaks.

2.5 “Jobshare employee” means an employee who is employed in accordance with the ~~Companies’~~^{Company’s} Jobshare Policy.

2.6 “Part-time employee” means an employee who may be engaged on fixed hours on day work or shift work and who works up to 30.4 ordinary hours per week or 60.8 ordinary hours per fortnight.

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

2.8 “Temporary employee” means an employee who is an employee engaged for a specific period of time or for specific tasks on a contract of employment directly with the ~~Companies~~^{Company}.

2.9 “The ~~Company~~^{ies}” means Singapore Airlines Ltd ~~and Singapore Airlines Cargo Pte Ltd~~.

2.10 “Union” means the Australian Municipal, Administrative, Clerical and Services Union trading as the Australian Services Union.

2.11 “JCC” means the “Joint Consultative Committee” a forum in which staff members and Company representatives discuss workplace conditions during the life of this agreement.

2.12 “ENT” stands for “Employee Negotiating Team” and refers to the staff members participating in the JCC.

2.13 A “week” means 38 work hours and a “day” means 7.6 work hours for the purpose of describing annual leave, personal leave, compassionate leave and bereavement leave

3. ARRANGEMENT

3.1 The Agreement is arranged as follows:

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4. APPLICATION

4.1 This Agreement shall apply to all employees of Singapore Airlines Limited ~~and Singapore Airlines Cargo Private Limited~~ (“the Company~~ies~~”) engaged in the ~~Companies~~ Company’s Australian operations and who are engaged in the relevant job classifications which fall within the classification structure set out in Appendix “A” of this agreement.

5. PARTIES BOUND

5.1 The parties to this agreement are:

5.2.1 Singapore Airlines Limited; ~~and~~

~~5.2.2 Singapore Airlines Cargo Private Limited; and~~

~~5.2.3~~ All employees of the ~~Companies~~ Company who are described in clause 4 - Application of this Agreement. ~~;~~

6. RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS (NES) AND THIS AGREEMENT

6.1 The National Employment Standards (“the NES”) is a set of minimum employment entitlements prescribed within the Fair Work Act. ~~For the full Act go to:~~

~~<http://www.comlaw.gov.au/Details/C2010C00741>~~

~~6.2 Factsheets for the ten (10) NES can be accessed here:~~

~~<http://www.fairwork.gov.au/resources/fact-sheets/national-employment-standards/pages/default.aspx>~~

~~6.3~~ The NES apply to employees covered by this agreement as a minimum standard.

~~6.43~~ Where there is inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. DATE AND PERIOD OF OPERATION

7.1 This agreement shall be operative 7 days after approval by the Fair Work Commission (“FWC”). The agreement nominally expires on ~~31 March 2020~~ insert date 31 March 2023. ~~—~~ This agreement shall apply to employees specified in clause 4, who are employed ~~on~~ as at the time that this agreement commences operation and those who commence employment with the Company on or after the date of operation of this agreement.

8. INDIVIDUAL FLEXIBILITY

8.1 ~~An employee~~ The Company and ~~an~~ employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the ~~agreement arrangement~~ deals with 1 or more ~~agreement terms about~~ the following matters:
- (i) arrangements about when work is performed;

- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the ~~employer-Company~~ and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the ~~employer-Company~~ and employee.

8.2 The ~~employer-Company~~ must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The ~~employer-Company~~ must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the ~~employer-Company~~ and employee; and

(c) is signed by the ~~employer-Company~~ and employee and if the employee is under 18 years of age, signed by a parent or guardian of -the employee; and

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

8.4 The ~~employer-Company~~ must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The ~~employer-Company~~ or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the ~~employer-Company~~ and employee agree in writing at any time.

9. CONSULTATION

9.1 The ~~CompaniesCompany~~ recognises the need to keep employees briefed and informed about workplace issues or workplace change that is likely to have a significant effect on employees.

9.2 "Significant effects" shall include restructuring of operations leading to termination of employment, major changes in the composition, operation or size of the ~~Company's~~ workforce and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

9.3 The ~~Companies~~Company shall discuss with the employees likely to be affected by the introduction of the changes referred to in subclause 9.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.

9.4 The discussions shall commence as early as practicable after a definite decision has been made by the ~~Companies~~Company to make the changes referred to in subclause 9.2 above.

9.5 For the purpose of such discussion, the ~~Companies~~Company shall provide in writing to the employees concerned all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the ~~Companies~~Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Companyies's interests. An employee may elect to be represented for the purposes of the consultation process described by clauses 9.3 – 9.4.

9.6 The ~~Companies~~Company will also brief the members of the JCC and a chosen employee representative which may be a union representative, once all of the employees who are directly affected by the changes referred to in subclause 9.2 have been informed.

9.67 The ~~Companies~~Company shall consult with employees in relation to a change to an employee's regular roster or ordinary hours by:

- (a) providing information to employees about the change;
- (b) inviting employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) considering any views given by employees about the impact of the change.

9.78 The Companyies ~~are~~is committed to open communication with all employees and to this end, meetings will be held with employees within their work departments on a regular basis. As part of an on-going process for improvement in productivity and efficiency, consultation shall continue to take place at the workplace level and through the JCC to provide more flexible-working arrangements, improvements in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the change process and to encourage consultative mechanisms across the workplace for all employees.

9.89 The JCC shall continue to operate after the approval of the agreement and shall address issues that arise during the life of the agreement, provided that disputes or employee grievances arising out of the operation of the agreement shall be dealt with in accordance with clause ~~104~~ – Avoidance of Industrial Disputes.

9.910 None of the aforementioned subclauses preclude an employee's right to procedural fairness or freedom of association under the Act.

10. NO EXTRA CLAIMS

~~10.1 It is agreed by the ~~Companies~~Company and employees that up until the nominal expiry date of this agreement:~~

~~10.1.1 This agreement is in full and final settlement of all logs of claims served on the ~~Companies~~Company up to and including the date of lodgement.~~

~~10.1.2 Up to the nominal expiry date of this agreement, neither the ~~Companies~~Company, employees or any chosen representatives will pursue any extra claims relating to wages or changes to the conditions of employment or variation of this agreement unless by consent.~~

~~10.1.3 Up to the nominal expiry date, this agreement covers all matters or claims, which could otherwise be the subject of protected action under the Act.~~

110. AVOIDANCE OF INDUSTRIAL DISPUTES

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

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

140.1.2 If the matter is not resolved, further discussions will be arranged between the employee and their chosen representative, if any, and more senior levels of management.

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

140.2.1 Between the representative of the ~~Companies~~Company, the employee and their chosen representative, which may be a union representative.

140.2.2 If a matter in dispute remains unresolved, the dispute will be referred to FWC for assistance in resolving the matter via conciliation. If the matter still remains unresolved after conciliation, the dispute will be submitted to FWC for arbitration, with leave reserved for appealing such arbitrated decision to a Full Bench of FWC.

140.3 The ability of FWC to intervene through conciliation and/or arbitration in the event of a dispute shall be limited to ~~the interpretation, application or process of implementation of a term or terms of this~~any matters arising under this agreement or the NES (except for disputes related to reasonable grounds for refusal of requests for flexible working arrangements or additional unpaid parental leave.)

140.4 While the matter is being resolved, work will continue as directed unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee will not unreasonably fail to comply with a direction of the employer to perform other available work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

140.5 Redundancy disputes:

140.5.1 Paragraphs ~~104~~.5.2 and ~~104~~.5.3 impose additional obligations on the ~~Companies~~Company where the ~~Company~~nies contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).

140.5.2 Where a redundancy dispute arises, and if it has not already done so, the ~~Companies~~Company must provide affected employees and their chosen employee representative which may be a union representative (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

140.5.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the ~~Companies~~Company will, as early as possible, consult with the affected employees and their chosen employee representative which may be a union representative (if requested by any affected employee) on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

121. CONTINUOUS IMPROVEMENT

121.1 Management, its employees and their chosen representative, which may be a union representative, are committed to searching for areas where improvements can be made and implementing such improvements as part of this agreement.

13. STAND-DOWN

~~13.1 — The CompaniesCompany may stand down an employee for any day or part of a day on which the employee cannot be usefully employed because of one of the following circumstances:~~

~~Industrial action (other than industrial action engaged or organised by the employer);~~

~~A breakdown of machinery or equipment, or which the CompaniesCompany cannot reasonably be held responsible;~~

~~A stoppage of work for any cause for which the CompaniesCompany cannot reasonably be held responsible.~~

142. TYPES OF EMPLOYMENT

142.1 General

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

142.1.2 Employees will perform duties in lower grades of this agreement if and when required without any reduction in salary.

142.1.3 Employees under this agreement will be employed in one of the following categories:

- (a) probationary employees;
- (b) temporary employees;
- (c) full-time employees;
- (d) part-time employees.

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

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

142.2 Probationary employment

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

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

142.2.3 All continuous service worked as a probationary employee will count as service for the purpose of calculating long service leave, staff travel entitlements and other accrued entitlements.

142.3 Temporary employment

142.3.1 ————— The CompaniesCompany may directly engage a person as an employee for a specific period of time or for specific tasks on a contract of employment directly with the CompaniesCompany.

142.3.2 For the purposes of clarity, temporary employment of persons under this clause is not a reference to the engagement of independent contractors or labour hire workers.

142.3.3 Temporary employees may have their period of employment extended by agreement between the CompaniesCompany and employee.

142.3.4 The CompaniesCompany shall not directly engage an employee on a temporary basis for a period exceeding 104 weeks, unless the position in which they are engaged to perform is being held open for a permanent employee on extended leave.

142.3.5 The duration of the term of employment will be specified clearly in a letter of appointment offered to the temporary employee prior to their date of commencement.

142.3.6 Temporary fixed term employees shall not be terminated and re-employed as a means of avoiding the application of this clause.

142.4 Full-time employment

142.4.1 Employment for employees in Bands A to C will be by the week and by the month for employees in Bands D and above.

142.5 Part-time employment

142.5.1 The CompaniesCompany may employ part-time employees in any classification covered by this agreement.

142.5.2 Before commencing a period of part-time employment under this agreement, the employee and the CompaniesCompany will agree upon the days/the hours to be worked and commencing/finishing times.

12.5.3 The agreement reached under clause 12.5.2 may be varied by agreement between the Company and the employee

142.5.34 Part-time employees in Bands A to C will be employed by the week and part-time employees in Bands D and above will be employed by the month.

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

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

142.5.67 A part time employee is one who works fixed hours of up to 30.4 ordinary hours per week or 60.8 ordinary hours per fortnight. Hours worked in excess of 30.4 per week or 60.8 per fortnight shall be paid at overtime rates.

142.5.78 The spread of ordinary hours prescribed in clause 179 - Hours of Duty, will apply to part-time employees. The arrangement of part-time hours may be varied by agreement between the CompaniesCompany and employee/s.

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

142.5.910 Clause 197 - Hours of Duty, clause 202 - Overtime, clause 235 - Sunday Work and clause 313 - Public Holidays, will apply, as appropriate, to part-time employees.

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

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

142.5.123 ~~_____~~ Part-time employees may work such hours in accordance with a roster as required by the ~~Companies~~Company.

142.5.134 ~~_____~~ Part-time shift-workers employed prior to 17 October 1991 and part-time day-workers employed prior to 20 May 1994 shall be paid a loading of 15% of their ordinary time hourly rate for each hour worked. This loading shall be calculated up to a maximum of 22.8 hours per week, after which the ordinary time hourly rate will apply for each additional hour worked.

142.6 Job share.

142.6.1 The ~~Companies~~Company will maintain a job-share policy for the life of the agreement.

13. WAGES

13.1 The following rates will apply from 01 April 2020:

	<u>Minimum</u>		<u>Maximum</u>
<u>A</u>	<u>48,752</u>		<u>52,943</u>
<u>B</u>	<u>52,810</u>		<u>58,663</u>
<u>C</u>	<u>57,786</u>		<u>64,482</u>
<u>D</u>	<u>63,633</u>		<u>71,289</u>
<u>E</u>	<u>70,750</u>		<u>78,666</u>
<u>F</u>	<u>78,416</u>		<u>87,928</u>

13.2 The following rates will apply from 1 April 2021, if clause C3.2 does not apply:

	<u>Minimum</u>		<u>Maximum</u>
<u>A</u>	<u>48,752</u>		<u>52,943</u>
<u>B</u>	<u>52,810</u>		<u>58,663</u>
<u>C</u>	<u>57,786</u>		<u>64,482</u>
<u>D</u>	<u>63,633</u>		<u>71,289</u>
<u>E</u>	<u>70,750</u>		<u>78,666</u>
<u>F</u>	<u>78,416</u>		<u>87,928</u>

13.3 The following rates will apply from 1 April 2022, if clause C3.2 did not apply:

	<u>Minimum</u>		<u>Maximum</u>
<u>A</u>	<u>49,873</u>		<u>54,161</u>
<u>B</u>	<u>54,025</u>		<u>60,012</u>
<u>C</u>	<u>59,115</u>		<u>65,965</u>
<u>D</u>	<u>65,097</u>		<u>72,929</u>
<u>E</u>	<u>72,377</u>		<u>80,475</u>
<u>F</u>	<u>80,220</u>		<u>89,950</u>

13.4 The following rates will apply from 1 April 2022, if clause C3.2 did apply:

	<u>Minimum</u>		<u>Maximum</u>
<u>A</u>	<u>51,270</u>		<u>55,677</u>
<u>B</u>	<u>55,537</u>		<u>61,693</u>
<u>C</u>	<u>60,770</u>		<u>67,812</u>

	<u>Minimum</u>	<u>Maximum</u>
D	66,919	74,971
E	74,404	82,729
F	82,466	92,469

164. SUPERANNUATION

164.1 Clauses 164.2 and 164.3 apply if the minimum mandatory employer contribution rate (**Minimum Superannuation Rate**) that is prescribed by the Superannuation Guarantee (Administration) Act 1992 (or such other legislation that applies from time to time) is less than 10%. If the Minimum Superannuation Rate is 10% or more, clauses 164.2 and 164.3 do not apply.

164.2 In addition to the ~~minimum mandatory employer contribution rate that is prescribed by the Superannuation Guarantee (Administration) Act 1992~~ **Minimum Superannuation Rate**, the ~~Companies~~ **Company** will contribute an additional amount **(Voluntary Contribution)** to the superannuation funds of all employees covered by this agreement, ~~as shown in table 16.3.~~ The Voluntary Contribution required by this clause will equate to the difference in percentage points between 10% and the applicable Minimum Superannuation Rate.

For example: If the Minimum Superannuation Rate is 9.5%, in accordance with clause 164.2, the Company must make a voluntary contribution of 0.5% of the employee's base wage (as defined by clause 164.3).

164.32 The ~~Companies voluntary employer contribution~~ **Voluntary Contribution** will be calculated on each eligible employee's base wages at the time the contribution is paid. The employee's base wage means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude:

- (a) overtime;
- (b) penalty rates;
- (c) disability allowances;
- (d) shift allowances;
- (e) special rates;
- (f) fares and travelling time allowances;
- (g) bonuses or special discretionary payments; and
- (h) any other ancillary payments of a like nature.

16.3

Period	Mandatory Employer Contribution (%)	Voluntary Employer Contribution (%)
	9.5	

164.4 Superannuation contributions which are made to a default superannuation fund will comply with the requirements of section 194(h) of the Fair Work Act 2009 (Cth).

175. CLASSIFICATION

- 175.1 The Companies's Classification structure is shown in Appendix A of this agreement.
- 175.2 The descriptors covering the six Bands (A – F) are also shown in Appendix A.
- 175.3 Each band contains generic descriptors of the skill level required and some indicative duties performed at the level.
- 175.4 The CompaniesCompany may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure shown in Appendix A, provided that such duties are not designed to promote de-skilling or result in a reduction of wages.
- 175.5 Employees will be classified in the Band in which their position is placed.
- 175.6 The relationship between the Bands and the Clerical, Administration and Support Stream Grades (1 – 8) in the Airline Operations - Ground Staff Award 2010 is shown in Appendix B.
- 175.7 Applying the skill descriptors:
- 175.7.1 The CompaniesCompany acknowledges that the recognition and reward of skills for employees is important for career development.
- 175.7.2 Each employee covered by this agreement shall be placed in the appropriate classification, recognising the skills and responsibilities of the position and the duties they perform. The CompaniesCompany will ensure all employees are classified according to the skills they possess and duties they perform correlating with the Band within the classification structure of Appendix A.
- 175.7.3 Positions will be evaluated as a whole against the generic descriptors and tested against the typical duties.
- 175.7.4 The generic descriptors are on a graduated scale. When determining what classification level to classify an employee, the CompaniesCompany, the employee and the employees' chosen representative, which may be a union representative, should determine the skills required by the employee to perform their job in the enterprise.
- 175.7.5 If skills are identified which are not regularly used by an employee the following provisions apply:
- (a) When the skills and knowledge are regarded as part of the employee's duties, then they count towards the employee's classification.
 - (b) When the skills and knowledge are not regarded as part of the employee's duties, and are only used when the employee is specifically requested to do so, or is temporarily transferred to a different position, the higher duties clause in the agreement will apply.
- 175.7.6 Employees who are new to the enterprise shall be classified at a level consistent with the skills and knowledge they are required to exercise in their role.
- 175.7.7 Employees who wish to have their additional experience recognised for the purposes of classification will be required to undertake appropriate competency assessment by the CompaniesCompany.
- 175.7.8 Progression through the wage structure will be according to the terms outlined in Appendix C. That is, employees' increments will not be based upon years of service but will be a merit increment based upon an employee's overall performance rating in

the employee's performance appraisal, subject to the demonstration of skills, knowledge, and competencies.

175.7.9 In addition to clause 175.7.8, progression to a higher level within the structure shall be dependent on the employee satisfying the CompaniesCompany with respect to their skill level, together with the availability of a position at a higher level. This shall be a prerequisite to an employee advancing to a higher level.

186. PAYMENT OF SALARIES

186.1 Period and method of payment

186.1.1 Wages will be paid fortnightly, two (2) weeks in arrears.

186.1.2 By agreement between the CompaniesCompany and the majority of employees, wages may be paid monthly.

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

186.1.4 Wages will be paid by direct transfer into the employee's nominated account.

186.2 Payment of wages on termination of employment

186.2.1 On termination of employment, wages due to an employee will be paid on the next normal pay run or, by agreement, the next normal work day (i.e. Monday to Friday) following the day of termination.

197. HOURS OF DUTY AND SHIFTWORK

197.1 Hours of Duty/Day Work

197.1.1 Except where otherwise provided, the ordinary hours of duty for a full-time employee shall be 38 hours per week to be worked, except for meal breaks, between 7 am and 7 pm, Monday to Friday inclusive.

197.1.2 Provided, however, by agreement between the employers and the employee/s, the ordinary hours of work may be worked on any or all of the days Monday to Friday inclusive as follows:

- (a) 38 hours in a weekly cycle, or
- (b) 76 hours in a fortnightly cycle.

197.1.3 Such ordinary hours may exceed 7.6 hours on any day, Monday to Friday inclusive, provided that the maximum hours do not exceed 12 hours per day or 38 hours per week or 76 hours per fortnight, otherwise overtime rates will apply as per clause 220 of this agreement or time off in lieu as per clause 231 of this agreement.

197.2 Hours of Duty/Shiftwork

197.2.1 Employees covered by this agreement may be required to work variable shift lengths, the duration of which shall not be less than 4 hours and shall not exceed 12 hours.

197.2.2 Rosters will be issued a minimum of one month in advance of their commencement.

197.2.3 Where an employee feels that the rosters are not meeting the operational needs effectively, they are to approach their manager in the first instance to discuss the issues of concern. Where the issue is not resolved, the manager and employee should refer the matter to the State Manager/Regional Manager Customer Services and Operations.

If the matter remains unresolved after this course of action, the employee may refer the matter to the JCC for resolution. If the matter is not ultimately resolved, the manager and the employee will follow clause 140 – Avoidance Of Industrial Disputes of this agreement.

197.2.4 Management will agree to employee participation in setting up rosters.

197.2.5 With the agreement of the CompaniesCompany and the employee/s, hours of work may be worked in accordance with the following provisions, which are designed to provide more flexibility. The working of such hours shall be discussed at a local level or through the JCC. Any disputes in relation to such flexible arrangements shall be resolved in accordance with clause 140 – Avoidance of Industrial Disputes of this agreement.

197.2.6 The ordinary hours of work may be worked on any day or all of the days of the week as follows:

- (a) 38 hours in a weekly cycle, or
- (b) 76 hours in a fortnightly cycle.

197.2.7 Ordinary hours may exceed 7.6 on any day and employees may work up to 12 ordinary hours on any day, subject to working the ordinary hours per week or fortnight as prescribed in sub-clause 197.2.6 hereof.

197.2.8 Overtime will be paid to employees who work outside the spread of ordinary hours of work as prescribed above.

197.2.9 Shift swaps

- (a) A shift swap is a voluntary exchange of rostered shifts between shift workers by mutual agreement, such that roster coverage is unaffected. Roster changes instigated by the Company are not a shift swap.
- (b) The purpose of this shift swap clause is to ensure that a voluntary exchange of rostered shifts between shift workers does not result in additional wage costs or cause a detrimental impact to the Company's operations.

197.2.10—The employees participating in a shift swap will be paid at the applicable penalty rate for the shift worked, subject to the following:

- (a) additional entitlements that would otherwise be payable under the following clauses in the agreement will not apply:
 - (i) clause 197.4.4
 - (ii) clause 197.5.3
- (b) the notice provisions that would otherwise apply under clause 197.4.5 and 197.4.6 will not apply.
- (c) Overtime will not be paid when the time is worked by arrangement between the shift workers themselves with the approval of the relevant Customer Service Supervisor or Manager

197.2.11—A shift swap must be approved by the relevant Customer Service Supervisor or Manager

197.3 Shiftwork

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

197.3.2 Shift work penalty rates: Subject to any arrangements entered into in accordance with clause 220.1, shiftworkers will be paid the following shift penalty rates:

- (a) For all shifts worked on Saturday:- Time and a half
- (b) For all shifts worked on Sunday:- Double time

- (c) For all shifts worked on public holidays, except Christmas Day and Good Friday:- Double time
- (d) For all shifts worked on Christmas Day and Good Friday:- Double time and a half

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

- (a) Early Morning Shifts commencing from 4.00a.m. to before 7.00a.m. – 15%
- (b) Early morning shift (Mascot only) commencing at or before 6.00a.m. – 17.5%
- (c) Early morning shift commencing between midnight and 4.00am – 22.5%
- (d) Afternoon shift finishing after 7.00pm and at or before midnight - 17%
- (e) Night shift finishing after midnight and at or before 8.00am – 25%
- (f) Shiftworkers who work afternoon and night shifts on weekends and public holidays will be paid an additional allowance per the rates shown in the table at clause 21.1.

197.4 Shiftwork rosters

197.4.1 The following definitions will apply to shiftwork:

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

197.4.2 Shiftworkers will work at such times as the ~~Companies~~Company directs subject to the provisions of this clause.

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

197.4.4 An employee will have at least ten hours' break between shifts. If any employee does not have a ten hour break between shifts, the employee will be paid at overtime rates until the employee is released from duty and will have a ten hour break before resuming work.

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

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

197.5 Night shift loading for employees who:

197.5.1 work night shift only during a period of engagement on shiftwork; or

197.5.2 remain on night shift for more than four consecutive weeks; or

197.5.3 work on a night shift which does not rotate with another shift or with day work so that shiftworkers do not have at least one-third of their working time off night shift in each roster cycle;

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

197.6 Calculation of ordinary hourly rate: Except with respect to overtime penalties prescribed by clause 220, for the purpose of this clause, the ordinary hourly rate will be obtained at all times by dividing the annual salary by 1976 and adding to the result the shift premium prescribed in this clause; provided that when an employee's salary is in excess of the maximum of Band D, the ordinary rate for calculating the shift premium will be obtained by dividing the maximum of Band D wage by the said 1976 and obtaining from there the prescribed shift premium.

2018. MEAL BREAKS

2018.1.1 _____ Daywork and non-continuous shiftwork: Employees will receive an unpaid meal break of between 30 minutes and one hour on each shift that exceeds five hours duration.

2018.1.2 _____ An employee will not be required to work for more than five hours (or, by agreement, six hours) without a meal break.

2018.1.3 _____ For day workers who are working their ordinary hours of duty between 7 am and 7 pm, Monday to Friday inclusive, the meal break will be taken at a time between 11.00 am and 2.00 pm as agreed between the CompaniesCompany and the employee.

2018.1.4 _____ If a meal break is not so allowed by a direct Supervisor or Manager, all time worked after the commencement time of the regular meal break until the meal break is allowed must be paid for at overtime rates.

2018.1.5 _____ If an employee is not expressly asked by a direct Supervisor or Manager to delay the commencement of their meal break, overtime rates will not be paid.

2018.1.6 _____ The CompaniesCompany and employees may also agree to stagger the commencement of meal breaks to meet the operational requirements, instead of this provision.

2018.2 Meal breaks - continuous shiftwork: Shiftworkers will be allowed a paid meal break of 30 minutes each shift which will be counted as time worked. An employee will not be required to work for more than five hours (or, by agreement six hours) after commencing an ordinary shift without a meal break.

2018.3 An employee who is required to work more than two (2) hours' overtime before his/her normal starting time or more than two (2) hours' overtime after his/her normal finishing time shall be supplied with a meal by the CompaniesCompany or paid an amount as specified in clause 219.1 and allowed a meal break of thirty (30) minutes which shall be paid for at the appropriate overtime rate of pay.

2018.4 An additional meal break of 30 minutes which will be paid at the appropriate overtime rate, will be allowed in respect of each additional four hours' overtime worked prior to the employee's normal starting time or after the employee's normal finishing time.

Employees will be supplied with a meal for each meal break allowed or paid an amount as specified in clause 219.1 in lieu thereof.

2018.5 An employee and the Companies/Company may agree to a variation of the provisions of 2018.3 and 2018.4 hereof to meet the circumstances of the work in hand; provided that the Companies/Company will not be required to make any payment in respect of any meal break allowed in excess of 30 minutes.

2018.6 Each meal break taken in accordance with this subclause will be paid at the appropriate overtime rate, but will not count as overtime for the purpose of calculating an employee's entitlement to such meal breaks and/or meal money.

2018.7 Where employees are recalled to work overtime between the hours prescribed in sub-clause 2018.8 hereof and such overtime is 4 hours or less, a meal allowance and a meal break will not be provided.

2018.8 The hours referred to in 2018.7 above are:
 (a) Between 0830 hours and 1300 hours and;
 (b) Between 1400 hours and 1800 hours.

219. ALLOWANCES

219.1 Allowance Rates will be as follows:

Allowance	EBA Clause	Rate From [to be updated] July 2017 July 2020	Rate From [to be updated] July 2018 July 2021	Rate From [to be updated] July 2019 July 2022
Disability Allowance (cents)	219.2.2	[to be updated] 8993	[to be updated] 9193	[to be updated] 9395
Disability Allowance (cents)	219.2.3	[to be updated] 5052	[to be updated] 5152	[to be updated] 5253
Transport Allowance (\$)	219.3.1	[to be updated] 8.609.00	[to be updated] 8.809.00	[to be updated] 9.009.21
Transport Allowance (\$)	219.3.2	[to be updated] 8.609.00	[to be updated] 8.809.00	[to be updated] 9.009.21
Afternoon/Shift Allowance (\$)	197.3.3(f)	[to be updated] 12.1312.70	[to be updated] 12.4112.70	[to be updated] 12.7012.99
Meal Allowance (\$)	220.4.2	[to be updated] 12.2612.83	[to be updated] 12.5412.83	[to be updated] 12.8313.13
Meal Allowance (\$)	220.5.1	[to be updated] 12.2612.83	[to be updated] 12.5412.83	[to be updated] 12.8313.13

219.2 Disability allowance

219.2.1 If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employee/s are required to work, the employee representative which may be a union representative may claim the allowances prescribed in 219.2.2 and 219.2.3 on behalf of affected employees, to be paid from the date of the claim.

219.2.2 If the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours - an allowance per the rates shown in the table at sub clause 219.1 will apply per hour.

[2419.2.3](#) If the construction work involves noise and dust to a limited degree due to alterations, and/or the removal or installation of plant and machinery and a marked reduction in work space - an allowance per the rates shown in table [2419.1](#) will apply per hour.

[2419.2.4](#) The allowance will not be included with the wage rates for all purposes of this agreement.

[2419.3](#) Transport allowance

[2419.3.1](#) An employee employed as a shiftworker at an airport will be paid a transport allowance per the rates shown in table [2419.1](#) for each ordinary shift worked which commences or finishes after 7.00p.m. and before 7.00a.m.

[2419.3.2](#) An employee employed at an airport will be paid a transport allowance per the rates shown in table [2419.1](#) if the employee works overtime between 7.00p.m. and 7.00a.m. and the overtime is continuous with their normal hours of duty.

[2419.3.3](#) An employee is not entitled to a transport allowance if the employee is provided with transport; or the employee is reimbursed for transport.

[2419.4](#) Higher duties

[2419.4.1](#) _____Where the employer appoints an eligible person to act in place of another and more senior employee on any day or shift, the person acting in the relief capacity will be paid an allowance as prescribed under this clause.

[2419.4.2](#) _____Higher duties and payment of relieving allowance will not apply automatically. If a given position becomes vacant, the requirement to fill that position on an acting higher duties basis will be determined by the [CompaniesCompany](#) having regard to their operational requirements.

[2419.4.3](#) _____Relieving Allowance will be equal to the difference between the employee's current salary and the starting salary for the position in which the higher duties are being performed. Higher duty payments will not be automatically aligned with the salary of the permanent incumbent of the position in which the higher duties are being performed.

[2419.4.4](#) _____Where employees are not required to accept the full responsibilities of a more senior position in which they are acting, they will be paid a partial higher duties allowance. Such partial allowance will be determined by the [CompaniesCompany](#) and advised to the employee in writing.

[2419.4.5](#) _____As a general rule, no employee should be required to act in a position, which is more than two (2) bands higher than the band of his/her substantive position.

[2419.4.6](#) _____Where an employee is eligible to be paid a higher duties allowance for performing a higher class of work, the allowance will apply for the whole day or shift where the employee performs the higher class of work, even where the higher class of work is performed for only part of the day or shift.

[2419.5](#) Travelling time and board allowance

[2419.5.1](#) _____Where an employee is required by the employer to travel for duty away from home base, the following provisions will apply:

- (i) where an employee is required to be away overnight the employee will be provided with accommodation;
- (ii) the [CompaniesCompany](#) will reimburse the employee for travel or pay the cost of travel; and

(iii) the ~~Companies~~Company will pay the employee a per diem in accordance with the Company~~yies's~~ duty travel policy (which does not form part of this agreement).

~~2419.5.2~~—————If employees are required to work away from their usual place of employment, with the exception of where the employee has been directed to attend training, they shall be paid the following rates for all time reasonably spent by them in excess of the time they usually spend travelling to or from their home to the place of employment:

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

~~2419.5.3~~ If an employee is engaged in a capital city to work in the country or another State or Territory, or sent from one country centre to work in another country centre, the employee is entitled to travelling time and, for a period not exceeding three months, a per diem in accordance with the Company~~yies's~~ duty travel policy. If employees are required to remain away from their home overnight, the ~~Companies~~Company will pay the cost of their accommodation and a per diem in accordance with the Company~~yies's~~ duty travel policy (which does not form part of this Agreement).

~~2419.6~~ Aviation Security Identification Card

~~2419.6.1~~—————Where an employee is required by law to obtain an Aviation Security Identification Card (ASIC) to access any Australian airport facilities to perform their work, the cost of the application fee and other fees required by legislation will be reimbursed by the ~~Companies~~Company. The Company~~yies are-is~~ not, however, required to reimburse any costs incurred prior to the person becoming an employee of the ~~Companies~~Company.

~~2419.7~~ Change in Place of Employment

~~2419.7.1~~—————If an employee is required to work at a place other than their regular place of employment, the ~~Companies~~Company will pay the employee any additional fees incurred upon presentation of supporting documentary evidence (eg: toll receipts or public transport tickets) or provide the employee with transport.

~~2419.8~~ Private Motor Vehicle Allowance

~~2419.8.1~~—————An employee who reaches agreement with their line Manager or Supervisor to use their own motor vehicle on the Company~~yies's~~ business, will be paid an allowance per kilometre in accordance with the rate specified in the Award. This allowance will be paid up to an agreed monthly limit that is set by the Regional Vice President SWP and communicated to staff by the HR/Admin Department. The monthly limit will not decrease during the life of the agreement.

~~2220.~~ OVERTIME

~~2220.1~~ Penalty rates

~~2220.1.1~~—————Dayworkers: Except where otherwise provided in this agreement for all work done outside ordinary hours, the rate of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until completion of the overtime worked.

220.1.2 ~~_____~~ Shiftworkers: All time worked in excess of or outside the ordinary working hours prescribed by clause 197 - Hours of Duty, or on a shift other than a rostered shift, will be paid at the rate of double time except when the time is worked for the purpose of effecting the customary rotation of shifts.

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

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

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

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

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

220.2 Rest period after overtime

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

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

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

220.3 Transport allowance

220.3.1 Where an employee ceases work at a time when the usual or reasonable means of conveyance is not available, the transport allowance prescribed under clause 20.3 will be paid. Payment will not be made if the employee is provided with transport.

220.4 Recall to duty

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

220.4.2 Employees working on a call-in or a rostered day off, provided four hours actual work is performed, will be provided with a meal or paid as prescribed in clause 2018.

220.4.3 Overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purpose of 220.2, where the actual time worked is less than four hours per such recall or on each of such recalls.

220.5 Overtime - maximum payments

220.5.1 ~~Employees receiving salaries in excess of the maximum for Band E may claim up to a maximum of 100 hours per annum of paid overtime.~~ The meal allowance prescribed in the table in clause 2119.1 will be paid in accordance with clause 2018 (Meal Breaks) for all overtime worked, ~~including any exceeding the first 100 hours per annum where applicable.~~

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

231. TIME OFF IN LIEU OF OVERTIME

231.1 All overtime worked by employees covered by this agreement will be paid at the appropriate penalty rate. Provided, however, where the employee and the ~~Companies~~Company agree, an employee may take time off in lieu of such overtime. Such time off will be paid at the ordinary time rate of pay.

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

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

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

242. REASONABLE OVERTIME

242.1 Subject to clause 242.2 the ~~Companies~~Company may require an employee to work reasonable overtime at overtime rates.

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

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the ~~Companies~~Company of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

253. SUNDAY WORK

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

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

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

264. ANNUAL LEAVE

264.1 Annual leave entitlement

264.1.1 Annual Leave will be administered as per the NES. ~~The NES factsheet for annual leave can be accessed here:~~

~~<http://www.fairwork.gov.au/resources/fact-sheets/national-employment-standards/pages/default.aspx>~~

264.1.2 An employee (other than a casual employee) is entitled to 4 weeks of paid annual leave.

264.1.3 Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.

~~26.1.4 Annual leave may also be taken in single days.~~

264.2 Annual leave entitlement - seven day shift workers

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

264.2.2 If an employee only works for part of the twelve month period as a seven day shift worker, the employee is entitled to have the period of 4 weeks leave increased by half a day for each month the employee works as a seven day shift worker.

264.3 Payment for annual leave

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

264.3.2 In addition to their ordinary pay, shiftworkers will be paid a loading of 17.5% or the shift penalties/loadings prescribed in 197.3.2(a), 197.3.2(b) and 197.3.3, which they would have received had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%. If the shift penalties/loadings referred to in 197.3.2(a), 197.3.2(b) and 197.3.3 are less than 17.5%, then employees will be paid the loading of 17.5% in lieu of their shift penalties/loadings.

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

~~26.3.4 Annual leave loading may be paid annually or on the anniversary of an employee's date of appointment.~~

264.4 Time of taking annual leave

264.4.1 Annual leave will be given and taken by the employee, if excessive leave is accrued by an employee exceeding 8 weeks of annual leave in a two year period then the employer may require the employee to take ¼ of the leave accrued in the period of two years.

264.5 Annual leave to be taken

264.5.1 Annual leave will be given and taken, and payment will not be made or accepted in lieu of annual leave, except upon termination of employment or in accordance with the following cashing out of annual leave provisions:

a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.5.1.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.5.1.

(c) The Company and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 24.5.1 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 24.5.1 must be signed by the Company and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The Company must keep a copy of any agreement under clause 24.5.1 as an employee record. ~~Except upon termination of employment, annual leave will be given and taken and payment will not be made or accepted in lieu of annual leave.~~

264.6 Public Holidays

264.6.1 If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday. Shiftworkers should refer to clause 331.6.1 when public holidays fall on a rostered day off.

264.7 Annual leave taken before due date

264.7.1 The ~~Companies~~Company may allow annual leave to an employee before the right thereto has accrued but, where leave is taken in such a case, a further period of annual leave will not be taken until after the accrual of leave equivalent to the amount taken before accrual. When leave has been granted to an employee before the right thereto has accrued and the employee subsequently leaves or is discharged from the service of the ~~Companies~~Company before ~~completing the twelve months continuous service in respect of which the leave was granted~~the employee has accrued the amount of leave taken, the ~~Companies~~Company may ~~for each one completed month of the qualifying period of twelve months not served by the employee,~~ deduct from whatever remuneration is payable upon the termination of the employment 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 and the payment of outstanding annual leave on termination of employment.

264.8 Calculation of continuous service for annual leave

264.8.1 For the purpose of this clause, service will be deemed to be continuous, despite absence due to leave granted by the ~~Companies~~Company on account of the employee's personal injury or illness or other leave lawfully granted; or any interruption or termination of the employment by the ~~Companies~~Company if that interruption or

| termination was done with the intention of avoiding the Company's~~sies~~ obligation under
| this clause; or any absence with reasonable cause, proof of which lies with the
| employee.

275. PERSONAL/CARER'S LEAVE (INCLUDING SICK LEAVE, CARER'S LEAVE) AND BEREAVEMENT AND COMPASSIONATE LEAVE

Personal leave will be administered as per the NES. [The NES factsheet for personal carers leave and compassionate leave can be accessed here:](#)

<http://www.fairwork.gov.au/resources/fact-sheets/national-employment-standards/pages/default.aspx>

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

275.1 Definitions

275.1.1 Immediate family or household

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

- (i) a member of the employee's immediate family; or
- (ii) a member of the employee's household.

(b) The term immediate family includes:

- (i) spouse (including a former spouse), a de facto partner (including a former de facto partner) of the employee. A de facto partner means a person who lives with the employee in a relationship as a couple on a genuine domestic basis; and
- (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee.

275.2 Basic entitlements

275.2.1 An employee (other than a casual employee), is entitled to paid personal/carer's leave in the following circumstances:

(a) when the employee is absent from work due to personal illness or personal injury affecting the employee (sick leave); or

(b) for the purpose of providing care or support to a member of the employee's immediate family or household who is sick or injured or who requires the employee's care and support due to an unexpected emergency (carer's leave)

provided the requirements of [275.6.3](#) and [275.6.4](#) are met.

275.2.2 Personal/carer's leave of ten days is available in the first year of service. Fifteen days' personal/carer's leave is available in each second and subsequent year of service.

275.3 Effect of workers' compensation

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

275.4 Personal Injury or Sick leave

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

275.4.2 Notice of illness or injury: Employees will personally notify their Supervisor or line-Manager as soon as reasonably practicable and within eight hours of the commencement of the absence, of the employee's inability to attend for duty. The employee will also, as far as practicable, advise the nature of the illness or injury and the estimated duration of their absence.

275.4.3 Proof of illness or injury: The employee will at the request of their Supervisor or line-Manager provide reasonable evidence of illness or injury in relation to any absences due to illness or injury and reasonable evidence may include a medical certificate. If an employee is unable to obtain a medical certificate, a statutory declaration may be accepted as an alternative. For absences of three days or more the employee will provide their Supervisor or line-Manager with a medical certificate for any additional day or days of sick leave in that year.

275.4.4 Sick leave and public holidays: ~~An employee is not taken to be on personal / carer's leave on a day that is a public holiday in the place where the employee is based for work purposes. Leave under this clause is exclusive of public holidays.~~

275.4.5 Sick leave whilst on annual leave: If an employee falls sick while on annual leave, and provides their Supervisor or line-Manager with satisfactory medical evidence, the employee may be granted additional annual leave equivalent to the period of sickness. The additional annual leave may be granted at a time convenient to the ~~Companies~~Company and the employee. The period of sickness within the annual leave will be recorded as sick leave.

275.5 Personal Days

275.5.1 After twelve (12) months continuous service, employees (other than casuals) may use two untaken days of sick leave as personal days. Such personal days are provided to allow employees to attend to private matters or appointments that cannot be scheduled outside of standard business hours.

275.5.2 The personal leave entitlement shall be within the four single days of sick leave to which an employee is entitled without providing proof of illness, each year. Personal days will not be cumulative from year to year.

275.5.3 Personal days must be requested in advance and approved by the relevant Supervisor or Manager.

275.5.4 Personal days may not be taken in conjunction with any other paid leave, including annual, long service or time in lieu. Managers and supervisors reserve the right to refuse requests for personal days in conjunction with public holidays and weekends, unless an employee can provide adequate proof that the private matter or appointment cannot reasonably be scheduled on another day.

275.6 Carer's Leave

275.6.1 In extenuating circumstances, and with ~~the~~ Company's approval, this leave may be extended.

275.6.2 Carer's leave may be taken for part of a single day.

275.6.3 Evidence supporting the claim: The employee will, if required, establish by production of reasonable evidence, which may include a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by the employee. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the CompaniesCompany, establish by production of documentation acceptable to Management or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

275.6.4 Notice requirements: The employee will personally notify their Supervisor or line-Manager as soon as reasonably practicable, including: the intention for taking leave; the name of the person requiring care and their relationship to the employee; the reasons for taking leave; and the estimated length of absence.

275.6.5 Unpaid carers leave: An employee (including a casual employee) is entitled to take a period of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness, or personal injury, affecting the member an unexpected emergency affecting the member. ~~The employee and their Manager shall agree on the period. In the absence of such agreement, the~~The employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion or a single continuous period of up to 2 days, provided the requirements of 275.6.3 and 275.6.4 are met. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

275.7 Bereavement and Compassionate Leave

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

275.7.2 Full-time employees will be entitled to 5 days paid bereavement leave on each occasion where the following immediate family members have died: spouse (de facto partner), child (stepchild/de facto child), mother (foster mother), father (foster father).

275.7.3 A full time employee is entitled to up to 3 days paid bereavement leave on each occasion of the death of other immediate family members, or members of the employees household. This entitlement includes the death of a father in law, (de facto father in law), mother in law (de facto mother in law), sister or brother.

275.7.4 One day's paid leave may be granted by the CompaniesCompany, in the event of the death of other close relatives of the employee.

275.7.5 Part-time employees are entitled to bereavement leave on the same basis as prescribed for full-time employees, except that leave is only available on days where a part time employee would normally be rostered to work.

275.7.6 In addition to bereavement leave, an employee (other than a casual employee), will be entitled to 2 days' paid compassionate leave on each occasion, and on production of satisfactory evidence, if a member of an employee's immediate family or a member of an employee's household (as defined above) contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that sustains a threat to his or her life.

275.7.7 All compassionate and bereavement leave will be subject to the production of satisfactory evidence.

275.8 Right to Request Access for Domestic Violence related Purposes

275.8.1 An employee is entitled to request access to their accrued paid personal/carer's leave for family violence related purposes.

275.8.2 The employee will notify their Supervisor or line-Manager as soon as reasonably practicable, of the reasons for requesting the leave and the estimated length of absence.

275.8.3 The employee will, if required, provide reasonable evidence to verify the request. Reasonable evidence may include a relevant document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.

275.8.4 The CompaniesCompany will not decline a request from an employee to access their accrued personal/carer's leave for family violence related purposes, unless there are reasonable business grounds to do so.

286. TRAINING

286.1 The CompaniesCompany will continually endeavour to provide employees with career paths, training and progressive development of skills in order to create job satisfaction and flexible working arrangements and advancement through the classification structure.

286.2 The management and employees agree to develop training modules that will be read alongside the revised classification structure. These training modules will outline the level of skill and competency required to progress through the classification structure and will set down the training requirements to meet these levels. Each employee will have access to training to enable them to develop their skills and progress through the skills based classification structure together with any reasonable opportunity to exercise such skills in the workplace, subject to operational requirements of the CompaniesCompany.

286.3 Personal Training Plans: The CompaniesCompany, in consultation with each employee, shall maintain a personal training plan designed to improve the skill and knowledge of each staff member in undertaking their duties and to encourage employees in seeking and gaining promotion to higher duties. The training plans will refer to the training modules that are suitable for the employee to achieve and will set timeframes for these modules to be completed by. Each employee shall have their personal training plans reviewed as part of their annual appraisal to ensure that the objectives are being met.

286.4 Training will be determined based on operational requirements and the employee's development within the Company. Reasonable opportunity will be given to employees to undertake training. Employees shall not unreasonably refuse to undertake training.

286.5 The Companyies may at ~~their~~-it's discretion, approve and provide assistance to undertake appropriate courses at other institutions where they cannot be provided internally and are relevant for progressing an employee's career within the CompaniesCompany.

286.6 The CompaniesCompany will provide training opportunities for all staff on an equitable basis. Where employees feel they have a grievance with respect to the offering of suitable training courses, they may utilize the dispute resolution procedure outlined in clause 140 – Avoidance of Industrial Disputes.

297. ADVERTISING OF INTERNAL VACANCIES

297.1 The CompaniesCompany will advertise all permanent job vacancies, within Australia, for positions up to and including supervisory level.

3028. STUDY LEAVE

3028.1 The Companies recognises that there may be a mutual benefit for the Companies and the employee when employees are engaged in external study relevant to their positions and/or their future development within the Companies. To assist employees in managing external study, the following study leave policies will be implemented from certification of this agreement:-

3028.2 Applications for study leave may be lodged with MHRA SWP who will then consult with the relevant Manager to evaluate the merit of the application.

3028.3 Approval by the Manager will take into account the operational requirements over the period of study leave.

3028.4 Approved study leave entitlement will be as follows:

3028.4.1 Pre examination leave without pay, to a maximum of five (5) days in any calendar year; and/or

3028.4.2 Examination leave without loss of pay for the duration of the examination.

3028.5 Part time employees are eligible for pro rata examination preparation and examination leave.

3028.6 Other forms of entitlements continue to accrue during approved examination leave.

3294. PARENTAL LEAVE

3129.1 Employees are entitled to parental leave in accordance with the NES. ~~The NES factsheet for parental leave and related entitlements can be accessed here:~~

~~<http://www.fairwork.gov.au/resources/fact-sheets/national-employment-standards/pages/default.aspx>~~

Company Parental Leave Pay

3129.2 An employee who is eligible for unpaid parental leave under the NES may be eligible for up to five weeks parental leave pay, subject to the following:

- The period of parental leave starts on the date of the birth or placement of the child (or continues directly after the birth of the child if birth-related leave has commenced prior to the birth of the child); and
- The employee is not on concurrent parental leave as defined by the NES (i.e. taking up to 3 weeks unpaid parental leave while their partner is also on parental leave); and
- The employee has been engaged in work continuously with the Companies for at least 12 months prior to the birth or adoption of the child; and
- The employee's period of leave is not less than the parental leave pay for which they are eligible under clause 3129.3.

3429.3 Parental leave pay is based on length of continuous service as follows:

Length of Continuous Service	Base Salary Payment
< 1 year	Nil
1 - 2 years	1 week
2 - 3 years	2 weeks
3 - 4 years	3 weeks
4 - 5 years	4 weeks
> 5 years	5 weeks

3429.4 On commencement of parental leave, an employee will also be entitled to a payment of one week accrued personal leave and, if taken, their personal leave balance will be adjusted accordingly. This payment will be calculated on the employee's basic wage at the time of commencement of the parental leave.

3429.5 Parental leave pay is not intended to make any period of parental leave count as service for the purposes of the *Fair Work Act 2009*.

3429.6 For an employee who is granted Dad or Partner pay (ie: two weeks of government funded pay at the rate of the National Minimum Wage), the CompaniesCompany will pay the employee the difference between the National Minimum Wage and their basic wage at the time of commencement of the period of Dad or Partner leave. This is contingent upon the employee having performed at least 12 months of continuous service with the CompaniesCompany and is not intended to make the period of parental leave count as service for the purposes of the *Fair Work Act 2009*.

3230. COMMUNITY SERVICES LEAVE

3230.1 Reimbursement for jury service

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

320.2 Notification of jury service

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

320.3 Proof of attendance at jury service

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

320.3.2 In all other respects, employees are entitled to Community Services Leave in accordance with the NES. [A fact sheet in relation to Community Services Leave under the NES can be found here:](#)

_____ <http://www.fairwork.gov.au/resources/fact-sheets/national-employment-standards/pages/default.aspx>

Christmas Day and Good Friday, shiftworkers who work will be paid at the rate of double time and a half for all time worked on those days.

331.5 Rest period after public holidays

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

331.6 Rostered day off falling on a public holiday

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

331.7 Stand down with pay

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

33.8 ~~The NES factsheet for Public Holidays can be accessed here:~~
~~<http://www.fairwork.gov.au/resources/fact-sheets/national-employment-standards/pages/default.aspx>~~

342. ACCIDENT PAY

342.1 Subject to the provisions of this clause, employees ~~upon~~receiving payment of Workers' Compensation ~~in the terms of~~pursuant to the relevant State/Territory legislation ~~and continuing to receive such payment~~ in respect of an ~~weekly~~incapacity within the meaning of the relevant State/Territory legislation, will be paid accident pay by the ~~Companies~~Company, ~~which said liability by the Companies for accident pay may be discharged~~or by another person on their behalf ~~as arranged by the Company~~, provided that:

34.2.2 Accident pay will only be payable to an employee whil~~est such employees~~the employee remains ~~in the employment of~~employed by the ~~Companies~~Company and ~~then only for such a period that~~while they receive a weekly payment under the relevant State/Territory legislation.

342.3 ~~Where during a period where~~Where an employee is

~~(a) partially incapacitated or is deemed to be totally incapacitated within the meaning of clause 342.1~~6 of this clause; and

~~(b) , and the Companies~~Company are~~is~~ unable to provide suitable employment to ~~such~~ the employee; and

~~(c) the employee , who thereupon~~ obtains ~~such~~ suitable employment with another employer;

~~_____~~, then the ~~CompaniesCompany~~ will continue to pay such Accident Pay the employee will continue to be paid accident pay as would have been payable had the employee continued in ~~its-their~~ employment subject to ~~the provisions of clause~~ 342.45.

342.34 Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, the provisions of this clause will apply only to the period of incapacity after the first two weeks. Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the relevant State/Territory legislation) the provisions of this sub-clause will not apply unless the employee has been employed with the ~~CompaniesCompany~~ at the time of the incapacity for a minimum period of three months.

342.54 The maximum period of aggregate periods of accident pay to be made by the ~~CompaniesCompany~~ will be a total of 26 weeks of any one injury as defined in ~~clause 342.178 of this clause~~.

342.56 ~~The provisions of this clause~~ This clause will not apply in respect of any period of other paid leave of absence.

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

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

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

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

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

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

amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.

~~342.132~~ Nothing in this clause will require the ~~Companies~~Company to insure against its liability for the payment of benefits under this clause.

~~342.143~~ Any changes in compensation rates under the relevant State legislation will not increase the amount of the benefits payable under this clause that would have been payable had the rates of compensation remained unchanged.

~~342.154~~ All rights to any benefits under this clause will cease on the death of an employee.

~~342.165~~ Where an employee receives a benefit payment under this clause and such payment is payable for incapacity for part of a week, the amount will be a direct pro-rata.

~~342.176~~ For the purpose of this clause Accident Pay will mean:

~~342.176.1~~ In the case of an employee who is deemed to be totally incapacitated within the meaning of the relevant State/Territory legislation and arising from an injury covered by this clause, means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant State/Territory legislation for the week in question and the total 38 hour weekly award rate for a day worker which would have been payable under the employee's normal classification for work for the week in question if normal duties had been performed, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates and other similar payments will not be included.

~~342.176.2~~ In the case of an employee who is deemed to be partially incapacitated within the meaning of the relevant State/Territory legislation and arising from an injury covered by this clause, means a weekly payment of an amount of compensation paid under the relevant State/Territory legislation for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the management and employee/s) and the total 38 hour weekly award rate for a day worker which would have been payable under the employee's normal classification of work for the week in question if normal duties had been performed; provided that shift premiums, overtime payments, fares and travelling allowances, special rates or other similar payments will not be included.

~~342.176.3~~ The total so calculated will be the same as that applying for a total incapacity under subclause ~~342.16.1~~ hereof, provided that where an employee receives a weekly payment under this clause and subsequently such payment is reduced pursuant to the relevant State/Territory legislation, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

~~342.187~~ For the purpose of this clause injury will be given the same meaning and application as applying under the relevant State/Territory legislation and no injury will result in the application of accident pay unless an entitlement exists under the relevant State/Territory legislation.

~~342.198~~ Employees may be required upon engagement to inform the ~~Companies~~Company of all workers' compensation claims made by them in the previous two years. If an employee deliberately and falsely makes a statement in

this connection, knowing at the time that such statement is made that it is false, the employee may forfeit the entitlement to accident pay under this clause.

~~342.2019~~ For the purposes of this clause relevant State/Territory legislation means:

~~342.2019.1~~ New South Wales

- (a) Workers' Compensation Act 1987
- (b) Workplace Injury Management and Workers Compensation Act 1998

~~342.2019.2~~ Victoria

- (a) Workers' Compensation Act 1958
- (b) Accident Compensation Act 1985

~~342.2019.3~~ Queensland

- (a) Workers' Compensation and Rehabilitation Act 1916/2003
- ~~(b) Workers' Compensation Act 1990~~

~~342.2019.4~~ South Australia

- (a) ~~Workers' Compensation Act 1971~~ Return to Work Act 2014
- ~~(b) Workers' Rehabilitation~~
- ~~(c) Compensation Act 1986~~

~~342.2019.5~~ Western Australia

- (a) Workers' Compensation and Injury Management Act 1981
- ~~(b) Rehabilitation Act 1981~~

~~342.2019.6~~ All the above Acts and Ordinances as amended from time to time.

~~353.~~ TERMINATION

~~353.1~~ Notice of termination of employment by the ~~Companies~~Company:

~~353.1.1~~ In order to terminate the employment of an employee, the employer will give an employee the following notice pursuant to the NES.

~~353.1.2~~ Period of notice;

Period of Continuous Service	Period of Notice
Less than one year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks

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

~~353.1.3~~ Notice may be given at any time during the week or month as the case may be.

~~353.1.4~~ If the ~~Company~~ies fails to give the required notice, payment in lieu of such notice will be made for the remainder of the period of notice.

~~353.1.5~~ Payment in lieu of the prescribed notice in ~~353.1.2~~ must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and the ~~Companies~~Company making payment for the remainder of the period of notice.

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

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

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

353.1.8 The period of notice required under this clause will not apply to employees whose employment is terminated for serious misconduct.

353.1.9 Continuous service means service under an unbroken contract of employment and includes any period of leave or absence authorised by the ~~Companies~~Company. An authorised period of unpaid leave does not break an employee's continuity of service but does not otherwise count as service, except for unpaid community service leave taken in accordance with the NES or a period of stand down under this agreement or an employee's contract of employment.

353.2 Notice of termination of employment by an employee

353.2.1 In order to terminate their employment, weekly employees will give to the ~~Companies~~Company one week's notice and a monthly employee one month's notice as the case may be.

353.2.2 If an employee who is at least 18 years old does not give the period of notice required under clause 33.2.1, then the Company may deduct from wages due to the employee an amount that is no more than one week's wages for the employee.

33.2.3 If the Company has agreed to a shorter period of notice than that required under clause 33.2.1, then no deduction can be made under clause 33.2.2.

33.2.4 Any deduction made under clause 33.2.2 must not be unreasonable in the circumstances. ~~If the employee fails to give the required notice, the employee will forfeit the amount of salary equivalent to the notice not given.~~

353.3 Job search entitlement

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

353.4 Transfer of business

353.4.1 Where a business is transferred from one employer to another, –in accordance with Part 2-8 of the *Fair Work Act 2009*, the period of continuous service that the employee had with the old employer is deemed to be service with the new employer and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

364. REDUNDANCY

364.1 Definitions

364.1.1 Business includes trade, process, business or occupation and includes part of any such business.

364.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee, at the employer's initiative except where this is due to the ordinary and customary turnover of labour.

364.1.3 Transfer of business means in accordance with Part 2-8 of the *Fair Work Act 2009*.

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

- (a) overtime;
- (b) penalty rates;

- (c) disability allowances;
- (d) shift allowances;
- (e) special rates;
- (f) fares and travelling time allowances;
- (g) bonuses; and
- (h) any other ancillary payments of a like nature.

364.2 Transfer to lower paid duties

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

364.3 Where the **Companyies** finds it necessary to terminate employees on account of redundancy, the following payment provisions shall apply:

Employee's period of continuous service on termination	Weeks of pay
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	9
At least 4 years but less than 5 years	12
At least 5 years but less than 6 years	15
At least 6 years but less than 7 years	19
At least 7 years but less than 8 years	23
At least 8 years but less than 9 years	27
At least 9 years but less than 10 years	31
At least 10 years	35
More than 10 years	35 Plus 4 weeks pay for each completed year of service in excess of 10 years

~~An employee will be entitled to (a)~~ — Pro-rata payment for each completed month of service.

364.3.1 The maximum redundancy payment will be capped at 85 weeks salary.

364.3.2 Continuity of service shall be calculated in the manner prescribed by clause 353.1.9.

364.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 353 - Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

364.5 Alternative employment

364.5.1 The **CompaniesCompany**, in a particular redundancy case, may make application to the FWC to have the general severance pay prescription varied (including being reduced to nil) if the **Companyies** obtains acceptable alternative employment for an employee, or if the **CompaniesCompany** cannot pay the amount.

364.5.2 This provision does not apply in circumstances involving transfer of business as set in clause 364.7.

364.6 Job search entitlement

364.6.1 During the period of notice of termination given by the employer in accordance with ~~clause 353.1~~, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

364.6.3 The job search entitlements under this subclause apply in lieu of the provisions of ~~353.3~~.

364.7 Transfer of business

364.7.1 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transferred from ~~the Company~~ (in this subclause called the old employer) to another employer (in this subclause called the new employer), in any of the following circumstances:

- (a) Where the employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer to be continuous service of the employee with the new employer; or
- (b) Where the employee rejects an offer of employment with the new employer:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the old employer; and
 - (ii) which recognises the period of continuous service which the employee had with the old employer to be continuous service of the employee with the new employer.

364.7.2 In the event of a dispute over a redundancy refer to the redundancy dispute provisions in clause 11 – Avoidance of Industrial Disputes.

364.8 ~~This clause~~ Clause 364 does not apply to the following employees:

364.8.1 employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

364.8.2 probationary employees with less than 12 months service;

364.8.3 employees engaged for a specific period of time or for a specified task or tasks.

364.9 Accrued Annual Leave

364.9.1 An employee whose position is made redundant shall be paid at the appropriate rate prescribed by clause ~~264.3~~ in respect of accrued annual leave, which has not been taken.

364.10 Notice of Termination

364.10.1 _____ The period of notice will be in accordance with clause ~~353.1~~.

364.11 Leave Loading

364.11.1 ————— A redundant employee shall be paid, on termination, the amount equivalent to the annual leave loading as set out in clause 246.3 with respect to accrued annual leave credits including pro-rata leave (i.e. current year) due at the date of termination.

364.12 Long Service Leave

364.12.1 Pro-rata long service leave shall be paid to employees with more than 12 months continuous service pursuant to the relevant State Long Service Leave legislation.

364.13 Superannuation

364.13.1 ————— Superannuation payments will be in accordance with the relevant federal legislation and Company Plan rules for employees who participate in the Company scheme.

364.14 Staff Travel

364.14.1 ————— Redundancy

If an employee's employment is terminated by reason of redundancy, the employee will be entitled to:

- (a) Use of one accrued privilege travel ticket for up to one year after leaving the Company.
- (b) For staff with less than 10 years' service, one SQZM subload ticket for Singapore Airlines Ltd staff (one SQZH subload ticket for Singapore Airlines Cargo Pty staff) and one ID50 firm for staff and spouse for the calendar year after leaving the company. Utilisation of the tickets can be carried forward to the following year.
- (c) For staff with 10 or more years' service, retiree travel benefits will apply (refer the Staff Manual, which does not form part of this agreement).
- (d) For staff with 25 or more years' service, retiree travel benefits will apply (refer Staff Manual, which does not form part of this agreement).

364.14.2 ————— All staff travel will be in Economy Class.

364.15 Companyies's Certificate Of Service

364.15.1 ————— A statement of service will be issued to each redundant employee, indicating the employee's length of service and that he/she was retrenched from the AirlineCompany.

364.16 Nominated Termination Date

364.16.1 ————— The CompaniesCompany shall, subject to the notice requirements of clause 35.1, notify the employee of his/her termination date.

364.17 Medical Benefits

364.17.1 ————— The Companyies's contributions will cover any period of annual leave or long service leave for which redundant employees receive payment in lieu.

364.18 Support Services

| 364.18.1 _____ Outplacement and Financial Services will be provided to an appropriate level.

375. LONG SERVICE LEAVE

- 375.1 Despite the provisions of the respective State/Territory Long Service Leave Acts, an employee who has completed ten years' service with the CompaniesCompany may apply for long service leave at half pay for a period not exceeding twice the period of entitlement. The granting of long service leave at half pay will be at the discretion of the CompaniesCompany.
- 375.2 Part-time employees will accrue long service leave in accordance with the relevant State/Territory Long Service Leave provisions. Provided the combination of part-time and full-time long service leave is continuous, long service leave will, in the case of part-time employees, be paid at the appropriate part-time rate of pay and at the full-time rate for service completed as a full-time employee.
- 375.3 Leave taken pursuant to this clause will be deemed to be long service leave for the purpose of the relevant State/Territory legislation.

386. RIGHTS OF EMPLOYEES

- 386.1 The CompaniesCompany recognises the right of employees to join or not to join a registered union of their choice. The Companies ~~are~~ is committed to taking all reasonable steps to ensure that such rights can be exercised including:
- 386.1.1 Allowing employees to exercise their right to join or not join a registered union, and their right to act in the capacity of a chosen employee representative which may be a union representative, without victimisation and/or discrimination in their employment, consistent with the principles of the Act.
- 386.1.2 Providing all employees with access to the relevant agreement upon request.
- 386.1.3 Recognising the rights of employee representatives who are elected by the employees as their chosen representatives and subject to prior approval of the relevant Department Head, allowing chosen employee representatives reasonable access to the Company's Companies' resources and, subject to work commitments, reasonable periods of time in which to conduct legitimate employee representation with the Companies' Company's employees.
- 386.1.4 Subject to written notification to the CompaniesCompany, and approval in advance, elected employee representatives may be given paid time off to attend accredited training courses. The maximum number of days to be used for this purpose shall not exceed a total of 15 in any one calendar year, provided that the maximum number per delegate is 2 days per annum.
- 386.1.5 Subject to prior and acceptable arrangements being made with management, a chosen employee representative, which may be a union representative is entitled to hold discussions with and interview employees whom they represent, provided that these arrangements do not unreasonably interfere with the Companies' Company's business.

397. ANTI-DISCRIMINATION

- 397.1 The parties bound by this agreement intend to achieve the principal object in section 3 of the Act through respecting the value and diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 397.2 Accordingly, in fulfilling their obligations under clause 140 - Procedures for the Avoidance of Industrial Disputes, the parties to this agreement will make every

endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

397.3 Nothing in this clause is taken to affect:

397.3.1 any different treatment (or treatment having different effects) which is specifically exempted under State or Commonwealth antidiscrimination legislation;

397.3.2 an employee, the ~~Companies~~Company or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

397.3.3 the exemptions contained in the Act, including but not limited to sections 351 and 772.

4038. SIGNATURES

Signed for and on behalf of **SINGAPORE AIRLINES LIMITED AND SINGAPORE AIRLINES CARGO PTY LIMITED**

.....
.....
Signature **Date**
Philip Goh Regional Vice President SWP
.....
Name **Position**
L20, 66-68 Goulburn Street
Sydney NSW 2000
Address

Signed for and on behalf of **EMPLOYEE REPRESENTATIVES**

.....
.....
Signature **Date**
~~Matthew Hurn~~ ~~Senior Sales Officer (Loyalty & Corporate)~~
.....
Name **Position**
~~L20, 66-68 Goulburn Street~~

~~Sydney NSW 2000~~
Address

Signed for and on behalf of **AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION (ASU)**

.....
.....
Signature **Date**
.....
Name **Position**

Address

APPENDIX A

SIA AUSTRALIA

POSITION	SALARY BAND AMBIT	AOGSA Equivalent
Ticketing Assistant Administration Assistant Sales Assistant	A-B	1-2
Catering Officer Catering/Cabin Services Officer Customer Services Officer (Admin) Customer Services Officer Marketing Officer Loyalty Marketing Officer Pricing Officer Sales Officer Ticket Officer Corporate Sales Officer Corporate Strategy Officer Service Centre Officer Sales Administration Officer (Agency) Distribution Officer Sales Operations Administration Officer Sales Operations Officer Sales Operations Officer (Groups) Service Centre Administration Officer Passenger Services Officer Human Resources Officer Administration Officer Administration/Human Resources Officer Finance Officer Public Relations Officer Secretary to Sales Manager	B-C	2-3
Secretary to State Manager Senior Finance Officer Senior Administration Officer Senior Corporate Sales Officer Senior Distribution Officer Senior Sales Operations Officer Senior Sales Operations Officer (Groups) Senior Customer Services Officer Senior Customer Services Officer (Admin) Senior Sales Administration Officer (Corporate) Senior E-Commerce Officer Senior Customer Services/Catering Officer Senior Pricing Officer Fare Management Senior Officer Senior Catering Officer Senior Ticket Officer Senior Service Centre Officer Senior Human Resources Officer Senior Passenger Services Officer Senior Sales Officer Secretary to SMMAA	C-D	3-4
Human Resource/Administration Executive Services and Operations Executive Sales Executive Public Relations Executive	D-E	4-5

POSITION	SALARY BAND AMBIT	AOGSA Equivalent
Corporate Accounts Executive Fare Management Analyst Account Executive (Agency) Inside Sales Account Executive (Agency) Account Executive (Corporate) Inside Sales Executive (Corporate) Brand Design Executive Senior Partnership and Activation Associate Digital Design Executive Secretary to RVP SWP Communications Executive Direct Sales & Communications Executive		
Senior Sales Executive	E	5
Ticket Office Supervisor National Corporate Strategy Supervisor Key Account Executive (Corporate) Inside Sales Supervisor (Corporate) Partnership and Activation Supervisor Sales Supervisor Service Centre Supervisor Finance Supervisor Customer Services Supervisor Sales Operations Supervisor Sales Operations Supervisor (Groups) Passenger Services Supervisor	E-F	5-8

SIA CARGO AUSTRALIA

POSITION	SALARY BAND AMBIT	AOGSA Equivalent
Customer Service Agent	A-B	1-2
Customer Services Officer Marketing/Customer Services Officer	B-C	2-3
Senior Administration Officer Senior Customer Services Officer Senior Sales & Customer Services Officer Senior Sales & Customer Liaison Officer	C-D	3- 4
Sales Executive Customer Services Executive	D-E	4-5
Senior Sales Executive	E	5
Sales Supervisor Customer Services Supervisor	E-F	5-8

A1 Generic descriptors

- A1.1 The generic descriptors outline in general terms the knowledge, problem solving and accountability required to complete the job in a satisfactory manner.
- A1.2 Knowledge: This part covers the knowledge and skill required to complete the job in a satisfactory manner. It includes both the level and type of knowledge and experience.
- A1.3 Problem solving: This part covers the complexity inherent in the problem solving. It includes:
- (a) the extent to which guidance is available and the extent to which rules and precedents apply,
 - (b) the level of analysis required

- (c) the extent to which judgment is required.
 - (d) both degree of difficulty and freedom to think.
- A1.4 Accountability: This part covers the extent to which the position:
- (a) is accountable for producing an identifiable, measurable end result during a defined time frame, and
 - (b) has the authority to act and to approve or make decisions.
 - (c) the type and extent of impact over organisational resources,
 - (d) freedom to act,
 - (e) impact on end result, and
 - (f) the scope and breadth of responsibility, including degree of responsibility for the work of others.
- A1.5 Typical duties: The typical duties provide assistance in interpreting the generic descriptors. These duties are representative of core functions and activities performed at a particular level. The clause does not contain an exhaustive list of duties.
- (a) The typical duties are cumulative so skills at a lower level may be required at a higher level although they may not specifically be mentioned.
 - (b) At the lower levels of the structure (where jobs are typically less specialised), it may be appropriate to analyse typical duties as against customer service and/or, airline industry and/or, business/financial and/or, technology.
 - (c) Airline Industry – describes typical duties for job functions which are in the airline industry.
 - (d) Customer Service – describes typical duties for employees whose primary job function involves client/customer contact. An employee engaged within this business unit will demonstrate appropriate customer service and communication skills as a basic requirement.
 - (e) Business/Financial – describes typical duties for employees whose primary job function is in a supporting role for the business and has limited or no direct customer contact. This unit encompasses accounting duties and payroll, and at a higher level, the preparation of financial reports and budgets.
 - (f) Technology – describes typical duties for employees required to demonstrate an understanding of information technology processes and systems from the user perspective. Employees engaged at lower levels may be required to understand and operate IT systems in the context of their broader job role. At higher levels, employees have a more specialised role that may require demonstrated knowledge in areas such as trouble- shooting and the maintenance of IT systems within the enterprise.
- A2 Band A
- A2.1 Band A is not intended as the entry point for all new employees to the enterprise but is the level where new employees with no Industry experience can gain competency in the basic industry skills and skills required by the ~~Companies~~Company. At this level those basic industry skills are identified under Airline Industry. The substantive positions at this level are also detailed in the typical duties descriptors.
- A2.2 Knowledge: The work at this level is standardised and highly structured. Usually, work will be performed within established routines, methods and procedures.

A2.3 Problem solving: Work is performed following set procedures or operating guidelines. Employees at this level perform tasks using a limited range of skills and knowledge acquired through education, training and working under direct supervision.

A2.4 Accountability: Work is regularly checked or monitored and is subject to regular evaluation.

A2.5 Typical duties:

Airline Industry	<p>Knowledge of company structure, products and customers Provides assistance after identifying passenger needs Maintains security of information Apply lounge access policy and greets passengers at reception Assist with international arrivals and departures Identifies customer/passenger profiles Entry level for eventual Band B positions where employees need to gain competency in basic industry skills and skills required by the employer in cargo operating systems or the reservations operating system or check-in functions New employees to the enterprise will also be engaged consistent with the probationary provisions of the Award.</p>
Customer Service	<p>Identify customer needs and re-direct enquiries where appropriate Identifies key functions and personnel Provides information from own function area.</p>
Technology	<p>Operate computer applications and office equipment appropriate to the task to be completed Demonstrates knowledge of basic PC skills Open computer file, retrieve and copy data.</p>
Business/ Financial	<p>Carries out simple banking activities General data entry Applies office procedures, including administration duties Handles incoming/outgoing mail and distributes accordingly Operate switchboard systems and data entry General administration duties including filing, photocopying, collating and faxing information Meet and greet guests, issue guest passes, re-direct enquiries where appropriate.</p>

A3 Band B

A3.1 Knowledge: An employee at this level will exhibit knowledge of the industry in which the enterprise operates and be able to provide more detailed advice and information on the organisation's products/services than at Band A.

A3.2 Problem solving: The ability to make judgments between clearly defined alternative actions is required at this level. The work is more varied and less structured than positions at Band A. An employee in Band B is able to make general decisions.

A3.3 Accountability: Employees at this level will perform work subject to regular evaluation and monitoring. An employee at this level may assist staff in their own work group or

team, including buddy training (as directed), but is not accountable for the work of others.

A3.4 Typical duties:

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

A4 Band C

A4.1 Knowledge: Employees in Band C utilise a greater depth or breadth of knowledge of product, company policies, procedures and standards as defined in the enterprise than at Band B.

A4.2 Problem solving: They may be required to co-ordinate the work of others and some discretion and judgment is required. An employee at this level may assist in developing solutions for operational problems within the area of responsibility.

A4.3 Accountability: An employee at this level will perform work under limited supervision with checking related to overall progress and defined outcomes. An employee at this level may assist with training as required through demonstration and explanation, but is not accountable for the work of others.

A4.4 Typical duties:

Airline Industry	Book and coordinate special cargo arrangements Responsible for securing the arrival, stowage and dispatch of valuable cargo Performs functions at customer service desk including flow forward, standby, upgrades, and implement delay handling procedures with limited or no guidance Ability to construct and quote complex and/or non automated fares and/or taxes and issue all ticketing documentation including manual tickets as required.
Customer Service	Clarifies specific needs of clients/other employees and follows up where necessary Identifies options for resolution and acts within defined parameters Conducts research as directed regarding customer trends
Technology	.Applies detailed knowledge of various systems and software applications to create and maintain generic databases such as Microsoft Access or Excel Ability to use skills for system backup and support Trains others in the use of office systems and equipment Identifies and/or rectifies minor faults in equipment Creates and maintains generic databases.
Business/Financial	Administers cash handling procedures Co-ordinates appointments and related follow-up action Organises business itineraries/meetings and conferences Creates and maintains generic databases Identifying discrepancies and resolving discrepancies, within operating guidelines Prepares and reconciles airline accounting documents including Agency Debit Memos, Agency Credit Memos and Ticketing Summary Report.

A5 Band D

A5.1 Knowledge: Employees at this level require well-developed analytical, decision-making and communication skills and the ability to offer end-to-end solutions.

A5.2 Problem solving: Employees exercise discretion and judgement within the range of their skills and knowledge, which may be varied or highly specific.

A5.3 Accountability: Employees at this level are responsible and accountable for their own work in meeting prescribed deadlines, performance and targets. Employees in Band D may be responsible for the supervision of others and coordinating those within the

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

A5.4 Typical duties:

Airline Industry	Responsibility for weight and balance function (including production of load sheets) for single aircraft type / own airlines requirements Provides detailed information and advice. Initiates and organises delay handling procedures
Customer Service	Implement new/improved systems, as directed Maintains professional relationships with customers Assists in coordinating staffing resources at operational areas Handles sensitive inquiries with tact and discretion Identifies options for resolution and takes appropriate action Resolves customer complaints Research and collate data from various sources Recognise trends in client requirements. Identifies and uses alternative information source/s. Determine problems and potential problems and takes corrective action
Technology	Participates in evaluation of computer systems and programmes. Defines, clarifies and analyses data from database. Follows procedures for security of information systems. Uses a range of computer software applications to produce reports Assist and train network users
Business/ Financial	Administers and processes payment of wages and salaries to ensure compliance with legislative requirements. Ensures quality of payroll system Investigates anomalies in ledger account reconciliation and journal entries to ensure compliance with standard procedure Carries out more complex bank reconciliation Follow-up on outstanding debts Assists in the preparation of rosters and general work allocation Monthly reconciliation of ledgers and accounts as per company procedure and appropriate internal and external follow-up where necessary.

A6 Band E

- A6.1 Knowledge: Employees in Band E apply specialised knowledge with substantial depth in some areas. A detailed understanding of work practices and procedures is required as is the application of well-developed negotiation skills.
- A6.2 Problem solving: There is scope for staff to exercise initiative and discretion at this level in applying knowledge of procedures, policies and precedents.
- A6.3 Accountability: Employees at this level are not closely supervised. Supervision is largely by checking overall progress and assistance may be available upon request. An employee at this level may be accountable for planning and coordinating resource requirements within the work group. They may be accountable for developing and

coaching team members, including assisting in conducting performance appraisals and formal counselling.

A6.4 Typical duties:

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

A7 Band F

- A7.1 Knowledge: Positions at this level require greater adaptability in problem solving, such as the modification of existing practices and procedures.
- A7.2 Problem solving: Employees at Band F are able to solve problems by identifying and assessing internal and external factors impacting on service delivery; and using judgment to find the best solution.
- A7.3 Accountability: An employee at this level may have responsibility for providing support to managerial staff through ensuring that the work team meets set objectives and in the development of business strategies. Functions at this level may entail responsibility for operations and/or staff and require highly developed supervisory skills.
- A7.4 Typical duties:

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

APPENDIX B

[to be updated] 2.3% increase to Minimum and [to be updated] 3.3% Increase to Maximum from [to be updated] 01 April 2017

AOGSA Levels*	Band	Minimum	Maximum
1	A	[to be updated] 46,585	[to be updated] 49,614
2	B	[to be updated] 50,462	[to be updated] 54,975
3	C	[to be updated] 55,217	[to be updated] 60,428
4	D	[to be updated] 60,804	[to be updated] 66,807
5	E	[to be updated] 67,604	[to be updated] 73,720
6-8	F	[to be updated] 74,930	[to be updated] 82,400

[to be updated] 2.3% increase to Minimum and [to be updated] 3.3% Increase to Maximum from [to be updated] 01 April 2018

AOGSA Levels*	Band	Minimum	Maximum
1	A	[to be updated] 47,119	[to be updated] 51,251
2	B	[to be updated] 51,119	[to be updated] 56,789
3	C	[to be updated] 56,119	[to be updated] 62,422
4	D	[to be updated] 62,119	[to be updated] 69,012
5	E	[to be updated] 69,119	[to be updated] 76,153
6-8	F	[to be updated] 76,119	[to be updated] 85,119

2.3% increase to Minimum and 3.3% Increase to Maximum from 01 April 2019

AOGSA Levels*	Band	Minimum	Maximum
1	A	[to be updated] 48,752	[to be updated] 52,943
2	B	[to be updated] 52,810	[to be updated] 58,663
3	C	[to be updated] 57,786	[to be updated] 64,482
4	D	[to be updated] 63,633	[to be updated] 71,289
5	E	[to be updated] 70,750	[to be updated] 78,666
6-8	F	[to be updated] 78,416	[to be updated] 87,928

No increase from 01 April 2020

AOGSA Levels*	Band	Minimum	Maximum
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<u>1</u>	<u>A</u>	<u>48,752</u>	<u>52,943</u>
<u>2</u>	<u>B</u>	<u>52,810</u>	<u>58,663</u>
<u>3</u>	<u>C</u>	<u>57,786</u>	<u>64,482</u>
<u>4</u>	<u>D</u>	<u>63,633</u>	<u>71,289</u>
<u>5</u>	<u>E</u>	<u>70,750</u>	<u>78,666</u>
<u>6 - 8</u>	<u>F</u>	<u>78,416</u>	<u>87,928</u>

No increase from 01 April 2021 (subject to clause C3.2)

<u>AOGSA Levels*</u>	<u>Band</u>	<u>Minimum</u>	<u>Maximum</u>
<u>1</u>	<u>A</u>	<u>48,752</u>	<u>52,943</u>
<u>2</u>	<u>B</u>	<u>52,810</u>	<u>58,663</u>
<u>3</u>	<u>C</u>	<u>57,786</u>	<u>64,482</u>
<u>4</u>	<u>D</u>	<u>63,633</u>	<u>71,289</u>
<u>5</u>	<u>E</u>	<u>70,750</u>	<u>78,666</u>
<u>6 - 8</u>	<u>F</u>	<u>78,416</u>	<u>87,928</u>

2.3% increase from 01 April 2022

Following rates apply if C3.2 did not apply:

<u>AOGSA Levels*</u>	<u>Band</u>	<u>Minimum</u>	<u>Maximum</u>
<u>1</u>	<u>A</u>	<u>49,873</u>	<u>54,161</u>
<u>2</u>	<u>B</u>	<u>54,025</u>	<u>60,012</u>
<u>3</u>	<u>C</u>	<u>59,115</u>	<u>65,965</u>
<u>4</u>	<u>D</u>	<u>65,097</u>	<u>72,929</u>
<u>5</u>	<u>E</u>	<u>72,377</u>	<u>80,475</u>
<u>6 - 8</u>	<u>F</u>	<u>80,220</u>	<u>89,950</u>

2.3% increase from 01 April 2022

Following rates apply if C3.2 did apply:

<u>AOGSA Levels*</u>	<u>Band</u>	<u>Minimum</u>	<u>Maximum</u>
<u>1</u>	<u>A</u>	<u>51,270</u>	<u>55,677</u>
<u>2</u>	<u>B</u>	<u>55,537</u>	<u>61,693</u>
<u>3</u>	<u>C</u>	<u>60,770</u>	<u>67,812</u>
<u>4</u>	<u>D</u>	<u>66,919</u>	<u>74,971</u>
<u>5</u>	<u>E</u>	<u>74,404</u>	<u>82,729</u>
<u>6 - 8</u>	<u>F</u>	<u>82,466</u>	<u>92,469</u>

* Clerical, Administration and Support streams

APPENDIX C

C1 Salary Increases

C1.1 The term “Base rate of pay” (ordinary pay) is defined by Section 16 of the Act. It means a rate of pay for an employee’s ordinary hours of work, not including:

- (a) Incentive based payments and bonuses;
- (b) Loadings;
- (c) Monetary allowances;
- (d) Penalty rates; or
- (e) Any other separately identifiable entitlements.

C2. Salary Increases for 2020/2021

C2.1 The base rate of pay payable to employees from 1 April 2020 is the same as the base rate of pay payable to them immediately prior to that date. Neither clause 13.1, Appendix B nor this clause entitle an employee to an increase to their base rate of pay for the period of 1 April 2020 – 31 March 2021.

C3 Salary Increases for 2021/2022

C3.1 Subject to C3.2; the base rate of pay payable to employees from 1 April 2021 is the same as the base rate of pay payable to them immediately prior to that date. Neither clause 13.1, Appendix B nor this clause entitle an employee to an increase to their base rate of pay for the period of 1 April 2021 – 31 March 2022.

C3.2 If the Company announces during the financial year of 1 April 2021 – 31 March 2022 that an operational profit was achieved during any quarter in that financial year:

- (a) All individual base rates of pay will be increased by 2.8%.
- (b) Notwithstanding clause 13.2 and Appendix B, all minimum and maximum pay bands would increase to the following:

	<u>Minimum</u>		<u>Maximum</u>
<u>A</u>	<u>50,117</u>		<u>54,425</u>
<u>B</u>	<u>54,289</u>		<u>60,306</u>
<u>C</u>	<u>59,404</u>		<u>66,287</u>
<u>D</u>	<u>65,415</u>		<u>73,285</u>
<u>E</u>	<u>72,731</u>		<u>80,869</u>
<u>F</u>	<u>80,612</u>		<u>90,390</u>

- (c) The increases to employees’ base rates of pay and the pay bands described in clause C3.2 would apply from the first full calendar month after the Company announces that it has achieved an operational profit.

C3.3 Clause C3.2 will not result in multiple increases to individual base rates of pay or the pay bands above during the course of the relevant 12 month period. Clause C3.2 only entitles employees to an increase the first time the Company achieves an operational profit (as described by clause C3.2) during that period.

C4 Salary Increases for 2022/2023

C4.1 Effective 1 April 2022, all individual basic rates of pay will increase by 2.3%. All minimum and maximum pay bands will increase by the amounts outlined in clause 13.3 or 13.4, as applicable.

C5. Performance increases

C5.1 In addition to clause C3.2 and C4.1, employees who have not reached their salary cap may be eligible to receive a performance increase on their ordinary rate of pay. The performance percentage increase will be based on the employee's base rate of pay as at the start of the appraisal period (ie: 01 April) and will be added to each employee's salary on 01 July. Notwithstanding this clause, no employee will be entitled to a performance increase during the 2020/2021 and 2021/2022 financial years.

C5.2 The performance increase will range from 0% to 5%, with an average of between 2% and 3% being distributed to employees according to where the majority of employees are placed within the appraisal system.

C5.3 Employees who achieve an overall appraisal result that is below the national average will receive an increase on their base rate of pay between 0% and 2.0%.

C5.4 Employees who achieve an overall appraisal result that is higher than the national average will receive an increase on their base rate of pay of between 3% and 5%.

C5.5 The Company will pay eligible employees their annual performance increments from 01 July each year.

C5.6 New permanent employees joining prior to 01 January each year will be paid an increment based on performance.

C6 Progression through the salary bands

C6.1 Progression through the pay bands will not be based on years of service, but on the employee's performance against their individual Performance Targets (or Key Performance Indicators) and Performance Competencies as indicated in the Companies' Work Progress Review system.

C6.2 Information on the Work Progress Review system can be obtained from the HR/Admin Department.

C7 Key Performance Indicators (KPIs)

C7.1 KPIs for all positions will be developed through consultation and agreement between Management, the immediate Supervisor of the position holder and the position holder. That agreement will not be reasonably withheld.

C7.2 Any dispute regarding the KPI setting process will be managed through the appeal process outlined in clause 11 – Avoidance of Industrial Disputes.

C8. Work Progress Review Appeal Process

C8.1 If an employee is concerned about his/her formal year-end appraisal rating, they should first discuss their concerns with their direct appraiser.

C8.2 If they remain dissatisfied, the employee should then contact their indirect appraiser (countersigning officer) no later than two weeks after they have received their appraisal rating.

C8.3 The indirect appraiser should review the appraisal with the employee, providing an opportunity for the employee to discuss the results.

C8.4 The indirect appraiser should then consult with the appraiser and other relevant individuals.

C8.5 The results of the review should then be discussed with the employee in a timely manner.

C8.6 If the employee is still not satisfied with the outcome, she/he should advise Manager HR/Admin South West Pacific in writing.

C8.7 Manager HR/Admin South West Pacific will review the situation, taking into account all relevant documents and information, and then advise the employee of the decision in a timely manner.

C8.8 If the appeal is not resolved to the satisfaction of the employee in a timely fashion then the provisions of clause 10 - Avoidance of Industrial Disputes, shall apply.

C9 Capped Staff

C9.1 Under no circumstances shall an employee's salary be in excess of the maximum level of their position salary band. Once an employee reaches the maximum level of their salary band, their salary will be "capped." Thereafter, there will be no further increases to their individual salary, unless their salary band is adjusted or they are promoted.

C1 Salary Increases

C1.1 The term "Base rate of pay" (ordinary pay) is defined by Section 16 of the Act. It means a rate of pay for an employee's ordinary hours of work, not including:

- _____ (a) Incentive based payments and bonuses;
- _____ (b) Loadings;
- _____ (c) Monetary allowances;
- _____ (d) Penalty rates; or
- _____ (e) Any other separately identifiable entitlements.

C2. Salary Increases for [to be updated] 2017/18

C2.1 In accordance with clause 15.1, all employees currently employed by the CompaniesCompany at the time of lodgement will receive an increase of [to be updated] 2.3% on their ordinary rate of pay. All employees at the top of their applicable wage ambit as at [to be updated] 31 March 2017 will receive an additional [to be updated] 1% increase on their ordinary rate of pay, in addition to the increase of [to be updated] 2.3% that applies to other employees. The increases will be backdated to [to be updated] 01 April 2017 and paid on the first full fortnight pay run following the lodgement of the agreement with the Fair Work Commission.

C3 Salary Increases for [to be updated] 2018/19

C3.1 In accordance with clause 15.2, effective [to be updated] 01 April 2018, all individual basic rates of pay will increase by 2.3% [to be updated]. All employees at the top of their applicable wage ambit as at [to be updated] 31 March 2018 will receive an additional 1% [to be updated] increase on their ordinary rate of pay, in addition to the increase of 2.3% [to be updated] that applies to other employees. All minimum and maximum pay bands will increase by the amounts outlined in clause 15.2

C4 Salary Increases for [to be updated] 2019/20

C4.1 In accordance with clause 15.3, effective [to be updated] 01 April 2019, all individual basic rates of pay will increase by [to be updated] 2.3%. All employees at the top of their applicable wage ambit as at [to be updated] 31 March 2019 will receive an additional 1% [to be updated] increase on their ordinary rate of pay, in addition to the increase of [to be updated] 2.3% that applies to other employees. All minimum and maximum pay bands will increase by the amounts outlined in clause 15.3.

C5. Performance increasesPerformance increases

~~C5.1 — In addition to clauses C2.1, C3.1 and C4.1, employees who have not reached their salary cap may be eligible to receive a performance increaseperformance increase on their ordinary rate of pay. The performance percentageperformance percentage increase will be based on the employee's ordinary rate of pay as at the start of the appraisal period (ie: 01 April) and will be added to each employee's salary on 01 July.~~

~~C5.2 — The performance increaseperformance increase will range from [to be updated]0% to 5%, with an average of between [to be updated]2% and 3% being distributed to employees according to where the majority of employees are placed within the appraisal system. The majority appraisal rating will be determined separately for Singapore Airlines Ltd and Singapore Airlines Cargo Pte Ltd employees.~~

~~C5.3 — Employees who achieve an overall appraisal result that is below the national average will receive an increase on their basic ordinary rate of pay between [to be updated]0% and 2.0%. The national average will be determined separately for Singapore Airlines Ltd and Singapore Airlines Cargo Pte Ltd employees.~~

~~C5.4 — Employees who achieve an overall appraisal result that is higher than the national average will receive an increase on their basic ordinary rate of pay of between [to be updated]3% and 5%. The national average will be determined separately for Singapore Airlines Ltd and Singapore Airlines Cargo Pte Ltd employees.~~

~~C5.5 — The CompaniesCompany will pay eligible employees their annual performance increments from 01 July each year.~~

~~C5.6 — New permanent employees joining prior to 01 January each year will be paid an increment based on performance.~~

~~C6 — Progression through the salary bands~~

~~C6.1 — Progression through the pay bands will not be based on years of service, but on the employee's performance against their individual Performance Targets (or Key Performance Indicators) and Performance Competencies as indicated in the Companies' Company's Work Progress Review system.~~

~~C6.2 — Information on the Work Progress Review system can be obtained from the HR/Admin Department.~~

~~C7 — Key Performance Indicators (KPIs)~~

~~C7.1 — KPIs for all positions will be developed through consultation and agreement between Management, the immediate Supervisor of the position holder and the position holder. That agreement will not be reasonably withheld.~~

~~C7.2 — Any dispute regarding the KPI setting process will be managed through the appeal process outlined in clause 11 — Avoidance of Industrial Disputes.~~

~~C8. — Work Progress Review Appeal Process~~

~~C8.1 — If an employee is concerned about his/her formal year-end appraisal rating, they should first discuss their concerns with their direct appraiser.~~

~~C8.2 — If they remain dissatisfied, the employee should then contact their indirect appraiser (countersigning officer) no later than two weeks after they have received their appraisal rating.~~

~~C8.3 — The indirect appraiser should review the appraisal with the employee, providing an opportunity for the employee to discuss the results.~~

~~C8.4 — The indirect appraiser should then consult with the appraiser and other relevant individuals.~~

~~C8.5 — The results of the review should then be discussed with the employee in a timely manner.~~

~~C8.6 — If the employee is still not satisfied with the outcome, she/he should advise Manager HR/Admin South West Pacific in writing.~~

~~C8.7 — Manager HR/Admin South West Pacific will review the situation, taking into account all relevant documents and information, and then advise the employee of the decision in a timely manner.~~

~~C8.8 — If the appeal is not resolved to the satisfaction of the employee in a timely fashion then the provisions of clause 11 – Avoidance of Industrial Disputes, shall apply.~~

~~C9 — Capped Staff~~

~~C9.1 — Under no circumstances shall an employee's salary be in excess of the maximum level of their position salary band. Once an employee reaches the maximum level of their salary band, their salary will be "capped." Thereafter, there will be no further increases to their individual salary, unless their salary band is adjusted or they are promoted.~~