

### PAY AND CONDITIONS GUIDE

#### **Airline Operations—Ground Staff Award 2010 [MA000048]**

('modern award')

replacing terms and conditions in or derived from

#### **Aircraft Engineers (General Aviation) Award 1999 [AP765552]**

('pre-modern award')

**(ACT, NSW, NT, QLD, SA, TAS, VIC, WA)**

Effective from 01 July 2010.

Published 02 September 2010 

#### **Background**

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

#### **Transitional arrangements**

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2010. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

#### **Who should use the guide?**

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

The guide contains information from this modern award about:

- who the modern award covers;

- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

**What if an agreement applies to employees covered by the modern award?**

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

## **Coverage**

This award covers employers throughout Australia in the **airline operations industry** with respect to all their employees throughout Australia in the classifications listed in the award and to those employees. This award applies to the exclusion of any other modern award.

**Airline operations industry** means:

- operating; and/or
- ancillary on-airport servicing of, aircraft used for the purposes of providing commercial passenger or freight air transport services (whether scheduled or non-scheduled) and private business and instructional flying in, and from a base in, Australia.

The award does not cover an employee excluded from award coverage by the Act.

The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the **Fair Work (Transitional Provisions and Consequential Amendments) Act 2009**(Cth)), or employers in relation to those employees.

Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

The award does not cover employees who are covered by a State reference public sector modern award, or a state reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

This award covers an employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on - hire employees in classifications covered by this award, and those on hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

This award covers employers which provide group training services for apprentices and or trainees engaged in the industry and / or parts of industry set out at clause 4.1 and those apprentices and / or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

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

## **Wages**

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

## **Casual employees**

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) for information about penalty entitlements for casual employees.

\*Post 26 March 2006 employer

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

## **Adult**

The rates in this guide are current from the first pay period on or after 01 July 2010 until the final pay period before 01 July 2011 only.

## **Full & Part Time Maintenance and engineering stream**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Trades assistant	Trades assistants	\$15.00

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Aircraft maintenance engineer	Aircraft maintenance engineers (including tradespersons)	\$16.32
Licensed aircraft maintenance engineer - Grade 1	Licensed aircraft maintenance engineers, Grade 1	\$17.50
Licensed Aircraft Maintenance Engineer - Grade 2	Licensed aircraft maintenance engineers, Grade 2	\$18.35
Licensed Aircraft Maintenance Engineer - Grade 3	Licensed aircraft maintenance engineers, Grade 3	\$19.26

### **Casual Maintenance and engineering stream**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Trades assistant	Trades assistants	\$18.15 (21.00%)
Aircraft maintenance engineer	Aircraft maintenance engineers (including tradespersons)	\$19.74 (21.00%)
Licensed aircraft maintenance engineer - Grade 1	Licensed aircraft maintenance engineers, Grade 1	\$21.17 (21.00%)
Licensed Aircraft Maintenance Engineer - Grade 2	Licensed aircraft maintenance engineers, Grade 2	\$22.21 (21.00%)
Licensed Aircraft Maintenance Engineer - Grade 3	Licensed aircraft maintenance engineers, Grade 3	\$23.31 (21.00%)

### **Junior**

The rates in this guide are current from the first pay period on or after 01 July 2010 until the final pay period before 01 July 2011 only.

### **Full & Part Time Maintenance and engineering Stream**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Employee, 20 years	Tradesperson's assistant, at 20 years	\$15.00

### **Maintenance and engineering stream**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Employee, 17 years and under	Tradesperson's assistant, up to and including 17 years	\$8.25

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Employee, 18 years	Tradesperson's assistant, at 18 years	\$12.75
Employee, 19 years	Tradesperson's assistant, at 19 years	\$13.95

### Casual Maintenance and engineering Stream

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Employee, 20 years	Tradesperson's assistant, at 20 years	\$18.15 (21.00%)

### Maintenance and engineering stream

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Employee, 17 years and under	Tradesperson's assistant, up to and including 17 years	\$9.98 (21.00%)
Employee, 18 years	Tradesperson's assistant, at 18 years	\$15.43 (21.00%)
Employee, 19 years	Tradesperson's assistant, at 19 years	\$16.88 (21.00%)

### Apprentice

The rates in this guide are current from the first pay period on or after 01 July 2010 until the final pay period before 01 July 2011 only.

### Full & Part Time

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
First year	First year	\$6.85
Second year	Second year	\$8.97
Third year	Third year	\$12.24
Fourth year	Fourth year	\$14.37

**Please note:** This modern award contains special provisions for school based apprentices; these rates are not set out in this guide. For information about transitional rates for these employees please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) and/or contact the **Fair Work Infoline** on **13 13 94**.

### Trainee

Trainee provisions are not covered in this Modern Award.

### Supported Wage

Please refer to clause 18 of the modern award.

For detail of the supported wage provisions see the 1 January 2010 version of the instrument.

### **Penalties and Loadings (other than casual or part-time loadings for ordinary hours)**

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

#### **Transitional arrangements**

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are “equivalent” or not.

- A pre-modern award loading/penalty will be “equivalent” to a modern award entitlement where the loading/penalty applies:
  - for the same purpose (e.g. Saturday penalty);
  - for the same time periods; and
  - in the same way#.
    - #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
      - paid at the same frequency, such as per hour or per shift; and
      - paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee’s classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

#### **Equivalent entitlements**

If the pre-modern award loading/penalty rate is “equivalent” to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a “transitional percentage”. The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

<b>First full pay period on or after</b>	<b>Proportion of transitional percentage</b>
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

**Entitlements that are not equivalent**

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of modern award loading / penalty</b>
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of pre-modern award loading/ penalty</b>
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

<b>1/01/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(20.00%)</b>
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

<b>1/01/2010</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(80.00%)</b>
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

**New entitlements**

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of modern award loading/ penalty</b>
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.



Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.

## **Allowances**

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

### **All states covered by this instrument Full Time, Part Time, Casual**

<b>Clause</b>	<b>Allowance Type</b>	<b>Description</b>	<b>Effective Date</b>	<b>Rate</b>
20.6	Other	<p><b>Coffin allowance</b></p> <p>If an employee is required to handle coffins containing human remains, the employee must be paid an allowance.</p> <p>(0.36% per week x 38 = 14.06% per hour)</p>	1/07/2010	\$2.4549 per coffin (14.06%)
20.7(a)	Disabilities allowance	<p>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 employees are required to work, employees will be paid the following allowances from the date of the application. The date of effect for the allowance will be from the date of the claim subject to substantiating the existence of the disability.</p> <p>(i) If the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours</p> <p>(0.12% x 38 = 4.56% per hour)</p>	1/07/2010	\$0.7962 per hour (4.56%)
20.7(a)	Disabilities allowance	<p>(ii) 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</p> <p>(0.066% per week x 38 = 2.508% per hour)</p>	1/07/2010	\$0.4379 per hour (2.51%)

Clause	Allowance Type	Description	Effective Date	Rate
20.8	First aid allowance	If an employee is appointed by their employer to perform first aid duty and holds a current first aid qualification from St John Ambulance or a similar body, the employee is entitled to an allowance.  (1.68% per week x 38 = 63.84% per hour)	1/07/2010	\$11.1465 per week (63.84%)
20.9	Other	<b>Nightsoil allowance</b>  If an employee is required to handle or dispose of nightsoil or clean aircraft toilets and/or containers used for animals during the course of a normal shift or a second shift, the employee must be paid an allowance	1/07/2010	\$4.2463 per shift (24.32%)
20.10	Travel allowance	Where, in accordance with clause 20.10 (see Other Conditions), an employee is required to remain away from their home overnight, the employer will either pay reasonable expenses, including board and lodgin, or this allowance.	1/07/2010	\$102.4400 per day
20.12	Travel allowance	An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid an allowance.	1/01/2010	\$0.7400 per kilometre
20.13	Laundry	<u>Aviation transport workers</u>  Where an employee is required to launder a uniform, the employee is entitled to an allowance. The provisions of this clause will not apply where the employer pays for the cost of laundering clothing.	1/01/2010	\$4.9200 per week
20.14	Other	<b>Foreign language allowance</b>	1/07/2010	\$4.3790 per week (25.08%)

Clause	Allowance Type	Description	Effective Date	Rate
		If an employee is required to work in an international terminal and is required by the employer to speak a foreign language the employee will be paid as follows:  One language		
20.14	Other	Two languages	1/07/2010	\$6.5685 per week (37.62%)
20.14	Other	Three or more languages	1/07/2010	\$8.5589 per week (49.02%)
20.15	Other	<b>Money collection - Aviation transport workers</b>  If an employee collects money, the employee must be paid, for any amount handled:  Less than \$200  (0.60% per week x 38 = 22.8% per hour)	1/07/2010	\$3.9809 per week (22.80%)
20.15	Other	\$200 and less than \$1000  (1.20% per week x 38 = 45.6% per hour)	1/07/2010	\$7.9618 per week (45.60%)
20.15	Other	\$1000 and less than \$5000  (1.61% per week x 38 = 61.18% per hour)	1/07/2010	\$10.6820 per week (61.18%)
20.15	Other	\$5000 and over  (1.87% per week x 38 = 71.06% per hour)	1/07/2010	\$12.4071 per week (71.06%)

Clause	Allowance Type	Description	Effective Date	Rate
20.16	Leading hand allowance	<p><u>Aviation transport workers</u></p> <p>Where an employee at Level 2 is responsible for the control, supervision and training of designated staff, an allowance will be paid.</p> <p>(3% per week x 38 = 114% per hour)</p>	1/07/2010	\$19.9044 per week (114.00%)
20.19	Other	<p><b>Special rates - Maintenance and engineering stream</b></p> <p>The following special rates must be paid to an employee including an apprentice and a junior.</p> <p>Where more than one of the disabilities in this clause entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate, except in relation to cold places, hot places, wet places, confined spaces or dirty work, the rates for which are cumulative.</p> <p>The special rates must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.</p> <p><u>Cold places</u></p> <p>An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid an allowance. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours' work without loss of pay.</p> <p>(0.74% per week x 38 = 28.12% per hour)</p>	1/07/2010	\$4.9098 per hour (28.12%)

Clause	Allowance Type	Description	Effective Date	Rate
20.19(d)	Other	<p><u>Hot places</u> An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid an allowance. In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay. The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.</p> <p>Between 46 and 54 degrees Celsius (0.076% per week x 38 = 2.888% per hour)</p>	1/07/2010	\$0.5042 per hour (2.89%)
20.19(d)	Other	<p>In excess of 54 degrees Celsius (0.1% per week x 38 = 3.8% per hour)</p>	1/07/2010	\$0.6635 per hour (3.80%)
20.19(e)	Other	<p><u>Wet places</u> An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid an allowance. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots. This clause does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.</p> <p>(0.076% per week x 38 = 2.888% per hour)</p>	1/07/2010	\$0.5042 per hour (2.89%)
20.19(f)	Other	<p><u>Confined spaces</u></p>	1/07/2010	\$0.5042 per hour (2.89%)

Clause	Allowance Type	Description	Effective Date	Rate
		An employee working in a confined space must be paid an allowance.  (0.076% per week x 38 = 2.888% per hour)		
20.19(g)	Other	<u>Dirty work</u>  Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature, the employee must be paid an allowance. Employees engaged on such work will be entitled to shower and change during normal working time.  (0.1% per week x 38 = 3.8% per hour)	1/07/2010	\$0.6635 per hour (3.80%)
20.19(h)	Other	<u>Fuel tanks</u>  Employees who are required to perform work inside fuel tanks of an aircraft must be paid an allowance.  (0.12% per week x 38 = 4.56% per hour)	1/07/2010	\$0.7962 per hour (4.56%)
20.21(a)	Other	Group 7  (1.3% per week x 38 = 49.4% per hour)	1/07/2010	\$8.6252 per week (49.40%)
20.19(i)	Other	<u>Fibre glass</u>  Employees handling fibre glass materials or material of a like nature, when so employed must be paid an allowance.  (0.08% per week x 38 = 3.04% per hour)	1/07/2010	\$0.5308 per hour (3.04%)
20.20	Tool allowance	<u>Maintenance and engineering stream</u>	1/07/2010	\$14.6900 per week

Clause	Allowance Type	Description	Effective Date	Rate
		<p>A tradesperson will be paid an allowance for supplying and maintaining tools ordinarily required in the performance of the employee's work as a tradesperson. The allowance will be paid for all purposes of the award.</p> <p>Where it is the practice for the employer to provide all tools ordinarily required by a tradesperson or an apprentice in the performance of the employee's work, the employer may continue that practice and in that event the allowance will not apply to such tradespersons or apprentices. A tradesperson or apprentice will replace or pay for any tools supplied by the employer if lost through the employee's negligence.</p> <p>Tradesperson</p>		
20.20	Tool allowance	First year apprentice	1/07/2010	\$6.1698 per week (42.00%)
20.20	Tool allowance	Second year apprentice	1/07/2010	\$8.0795 per week (55.00%)
20.20	Tool allowance	Third year apprentice	1/07/2010	\$11.0175 per week (75.00%)
20.20	Tool allowance	Fourth year apprentice	1/07/2010	\$12.9272 per week (88.00%)
20.21(a)	Other	<b>Licenced aircraft engineers - licence payments - Maintenance and engineering stream</b>	1/07/2010	\$12.7388 per week (72.96%)



Clause	Allowance Type	Description	Effective Date	Rate
		<p>For each specific type or group rating held by a Licensed Aircraft Maintenance Engineer on aircraft which are operated or maintained by the employer, additional payments per week will be made as follows. The aggregate of all additional payments in 20.21(a) and (b) will not exceed \$185.10 per week.</p> <p>Where an aircraft ceases to be operated or maintained by an employer, a Licensed Aircraft Maintenance Engineer holding a rating on that aircraft only, will continue to be paid the employee's base rate of pay and the employee's licence payment. Such base rate and licence payment are offset against all future wage increases until overtaken by the rate for an Aircraft Maintenance Engineer with equivalent service.</p> <p><u>(i) Airframe category</u></p> <p>Group 1 &amp; 2</p> <p>(1.92% per week x 38 = 72.96% per hour)</p>		
20.21(a)	Other	<p>Group 3 &amp; 4</p> <p>(1.3% per week x 38 = 49.4% per hour)</p>	1/07/2010	\$8.6252 per week (49.40%)
20.21(a)	Other	<p>Group 5</p> <p>(1.92% x 38 = 72.96% per hour)</p>	1/07/2010	\$12.7388 per week (72.96%)
20.21(a)	Other	<p>Group 6</p> <p>(0.65% per week x 38 = 24.7% per hour)</p>	1/07/2010	\$4.3126 per week (24.70%)
20.21(a)	Other	<p>Group 10</p>	1/07/2010	\$26.3402 per week (150.86%)

Clause	Allowance Type	Description	Effective Date	Rate
		(3.97% per week x 38 = 150.86% per hour)		
20.21(a)	Other	Group 19 (2.57% per week x 38 = 97.66% per hour)	1/07/2010	\$17.0514 per week (97.66%)
20.21(a)	Other	Group 20 - each aircraft type (1.96% per week x 38 = 74.48% per hour)	1/07/2010	\$13.0042 per week (74.48%)
20.21(a)	Other	<u>(ii) Engine category</u> Group 1, Group 2 & Group 3 (2.57% per week x 38 = 97.66% per hour)	1/07/2010	\$17.0514 per week (97.66%)
20.21(a)	Other	Group 21 & Group 22 - first endorsement (6.23% per week x 38 = 236.74% per hour)	1/07/2010	\$41.3348 per week (236.74%)
20.21(a)	Other	Group 21 & Group 22 - each additional endorsement (1.96% per week x 38 = 74.48% per hour)	1/07/2010	\$13.0042 per week (74.48%)
20.21(a)	Other	<u>(iii) Electrical category</u> Group 1 (2.56% per week x 38 = 97.28% per hour)	1/07/2010	\$16.9851 per week (97.28%)
20.21(a)	Other	Group 2 (3.75% per week x 38 = 142.5% per hour)	1/07/2010	\$24.8805 per week (142.50%)

Clause	Allowance Type	Description	Effective Date	Rate
20.21(a)	Other	Group 20 - first endorsement  (6.23% per week x 38 = 236.74% per hour)	1/07/2010	\$41.3348 per week (236.74%)
20.21(a)	Other	Group 20 - each additional endorsement  (1.96% per week x 38 = 74.48% per hour)	1/07/2010	\$13.0042 per week (74.48%)
20.21(a)	Other	<u>(iv) Instrument category</u>  Group 1  (1.92% per week x 38 = 72.96% per hour)	1/07/2010	\$12.7388 per week (72.96%)
20.21(a)	Other	Group 3  (1.32% per week x 38 = 50.16% per hour)	1/07/2010	\$8.7579 per week (50.16%)
20.21(a)	Other	Group 5 & Group 7  (2.02% per week x 38 = 76.76% per hour)	1/07/2010	\$13.4023 per week (76.76%)
20.21(a)	Other	Group 7 - helicopters only  (6.23% per week x 38 = 236.74% per hour)	1/07/2010	\$41.3348 per week (236.74%)
20.21(a)	Other	Group 8  (0.67% per week x 38 = 25.46% per hour)	1/07/2010	\$4.4453 per week (25.46%)
20.21(a)iv	Other	Group 19  1.96% of the standard rate for each additional type.	1/07/2010	\$13.0042 per week (74.48%)

Clause	Allowance Type	Description	Effective Date	Rate
		1.96% of the standard rate of pay x 38 = 74.48% of the hourly rate		
20.21(a)	Other	Group 10 (rotor craft)  (6.23% per week x 38 = 236.74% per hour)	1/07/2010	\$41.3348 per week (236.74%)
20.21(a)	Other	Group 20 - each endorsement  (1.96% per week x 38 = 74.48% per hour)	1/07/2010	\$13.0042 per week (74.48%)
20.21(a)	Other	Group 20 - each additional type  (1.96% per week x 38 = 74.48% per hour)	1/07/2010	\$13.0042 per week (74.48%)
20.21(a)	Other	<u>(v) Radio systems category</u>  Group 1 & Group 2  (1.65% per week x 38 = 62.7% per week)	1/07/2010	\$10.9474 per week (62.70%)
20.21(a)	Other	Group 2, Group 3 and Group 4  (1.610% per week x 38 = 61.18% per hour)	1/07/2010	\$10.6820 per week (61.18%)
20.21(a)	Other	Group 6, Group 7, Group 8, Group 9, Group 10 & Group 11  (1.14% per week x 38 = 43.32% per hour)	1/07/2010	\$7.5637 per week (43.32%)
20.21(b)	Other	<b>Licence payment (multi-categories)</b>  For each second and subsequent category in which a Licensed Aircraft Maintenance Engineer is licensed on aircraft which are	1/07/2010	\$8.7579 per week (50.16%)

Clause	Allowance Type	Description	Effective Date	Rate
		operated or maintained by the employer, an additional allowance will be paid.  The aggregate of all additional payments in clauses 20.21 (a) and (b) will not exceed \$185.10 per week.  (1.32% per week x 38 = 50.16% per hour)		
20.21(e)	Other	<b>Additional rates of pay for Licensed Aircraft Maintenance Engineers</b>  For each appointment, authority or approval held by an employee and which the employee is required to use, the following additional payments will be made:  (i) An employee exercising the privileges of a weight control authority under CAO 100.28  (7.17% per week x 38 = 272.46% per hour)	1/07/2010	\$47.5715 per week (272.46%)
20.21(e)	Other	(ii) An employee exercising the privileges as an appointment signatory under CAO 104.1.3.2  (2.55% per week x 38 = 96.9% per hour)	1/07/2010	\$16.9187 per week (96.90%)
20.21(e)	Other	(iii) An employee exercising the privileges of a maintenance authorisation under CAO 100.24 as per clause 20.21(a) for specific type ratings in engine or airframe category, or 50% of the appropriate group rating in electrical, instrument or radio categories. This payment will be made for no longer than six months.	1/07/2010	\$9.1560 per week (52.44%)

Clause	Allowance Type	Description	Effective Date	Rate
		(iv) An employee exercising the privileges of a non-destructive testing authorisation under CAO 100.27. The sum of such payments will not exceed \$22.06 per week"  (1.38% per week x 38 = 52.44% per hour)		
20.21(e)	Other	(v) An employee exercising the privileges of a welding authority under CAO 100.25.  (3.46% per week x 38 = 131.48% per hour)	1/07/2010	\$22.9564 per week (131.48%)
20.21(e)	Other	(vi) An employee exercising the privileges of a taxiing approval.  (1.38% per week x 38 = 52.44% per hour)	1/07/2010	\$9.1560 per week (52.44%)
20.21(e)	Other	(vii) An employee in control of an engine overhaul test facility.  (0.71% per week x 38 = 26.98% per hour)	1/07/2010	\$4.7107 per day or part of a day (26.98%)
20.22	Leading hand allowance	<u>Maintenance and engineering stream</u>  An employee appointed by the employer as a leading hand will be paid an allowance.  (5.34% per week x 38 = 202.92% per hour)	1/07/2010	\$35.4298 per week (202.92%)
28.4	Meal allowance	<b>Meal breaks—overtime</b>  If an employee is required for overtime duty in excess of one hour before the normal starting time or in excess of one hour after the usual finishing time the employee must be given a meal break of 20 minutes paid at the appropriate overtime rate of pay.	1/07/2010	\$11.9000 per occasion

Clause	Allowance Type	Description	Effective Date	Rate
		<p>Where an employee is required to work a further four hours overtime or subsequent four-hour periods, the employee will be granted a further meal break of 30 minutes at the completion of each such four hours of overtime worked, to be paid at the appropriate overtime rate of pay.</p> <p>These meal breaks must not be used in the calculation of overtime hours.</p> <p>The employee must be provided with a suitable meal for each rest break to which they are entitled under these provisions, or paid the following meal allowance.</p>		
28.4	Meal allowance	If an employee who is working on a recall or on a rostered day off performs four or more hours of actual work, the employee must be provided with a suitable meal by the employer or paid a meal allowance and granted a meal break of 20 minutes paid at the appropriate overtime rate of pay. This applies for each four hour period worked.	1/07/2010	\$11.9000 per occasion
29.6(a)	Other	<p><b>Multiple shift allowance</b></p> <p>If a shiftworker in any roster week is required to work three shifts that commence at times that are greater than 30 minutes apart they must be paid an allowance.</p> <p>(0.52% per week x 38 = 19.76% per hour)</p>	1/07/2010	\$3.4501 per week (19.76%)
29.6(b)	Other	If a shiftworker in any rostered week is required to work three or more shifts, and there are greater than three rostered starting times with a difference in excess of 30 minutes, they must be paid a further allowance for each such starting time in excess of three.	1/07/2010	\$36.4914 per occasion (209.00%)

Clause	Allowance Type	Description	Effective Date	Rate
		(5.5% per week x 38 = 209% per hour)		

## **Other Conditions**

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

**Note:** The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### **All states covered by this instrument**

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to: <ul style="list-style-type: none"> <li>- arrangements for when work is performed</li> <li>- overtime rates</li> <li>- penalty rates</li> <li>- allowances</li> <li>- leave loading.</li> </ul> <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Facilitative provisions (Instrument)	The award contains provisions allowing for the variation of specified award terms by agreement in certain circumstances. See clause 8 the award for full detail of these provisions.
9	Consultation (Instrument)	The award contains information on the employer's responsibility to consult regarding major workplace change including the:



Clause	Conditions Type	Description
		<ul style="list-style-type: none"> <li>- duty to notify, and</li> <li>- duty to discuss change.</li> </ul>
10	Dispute resolution (Instrument)	The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).
11.4	Part-time conditions (Instrument)	<p>A part-time employee is an employee who is engaged to perform less than an average of 38 ordinary hours per week on a reasonably predictable basis and is entitled on a pro rata basis to equivalent pay and conditions to those of a full-time.</p> <p>An employer is required to roster a part-time employee for a minimum of four consecutive hours on any shift.</p> <p>A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p> <p><u>Part-time day workers</u></p> <p>At the time of engagement or appointment of an employee as a day worker, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying:</p> <ul style="list-style-type: none"> <li>- the guaranteed minimum number of ordinary hours to be worked per week; or</li> <li>- which days of the week the employee will work and the actual starting and finishing times each day.</li> </ul> <p>Subject to the employer's rights under the award to change an employee's hours of work, changes in hours may only be made by agreement in writing between the employer and employee. Changes in days can be made by the employer giving one week's notice in advance of the changed hours.</p> <p>All time worked in excess of the ordinary daily hours mutually arranged will be overtime and paid for at the appropriate overtime rate.</p> <p><u>Part-time shiftworkers</u></p>

Clause	Conditions Type	Description
		<p>At the time of engagement or appointment of an employee as a shiftworker, the employer and the part-time employee will agree in writing the guaranteed minimum number of ordinary hours to be worked per week.</p> <p>Part-time shiftworkers will be rostered to work these hours in accordance with clauses 27 and 29.</p> <p>All time worked in excess of the rostered daily hours will be overtime and paid for at the appropriate overtime rate.</p>
11.5	Casual conditions (Instrument)	<p>A casual employee is an employee engaged as such.</p> <p>A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the National Employment Standards.</p> <p>Casual employees must be paid at the termination of each engagement, or weekly or fortnightly in accordance with usual payment methods for full-time employees.</p> <p>Casual employees are entitled to a minimum payment of four hours work at the appropriate rate.</p>
12.2	Termination of employment - notice of termination by an employee (Instrument)	<p>The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.</p>
12.3	Termination of employment - job search entitlement (Instrument)	<p>Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.</p>
13.2	Redundancy - transfer to lower paid duties (Instrument)	<p>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. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.</p>

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
13.3	Redundancy - employee leaving during notice period (Instrument)	An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
13.4	Redundancy - job search entitlement (Instrument)	An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.  If the employee has been allowed paid leave for more than one day, the employee must, by request, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
13.5	Redundancy - transitional provisions (Instrument)	An employee is entitled to redundancy pay in accordance with the NAPSA that would have applied immediately prior to 1 January 2010 and that would have entitled the employee to redundancy pay in excess of the employee's entitlement under the NES. This includes employees engaged after 1 January 2010.  The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.  This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.
20.5	Aviation Security Identity Card (ASIC) (Instrument)	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 employer. The employer is not, however required to reimburse any costs incurred prior to the person becoming an employee of the employer.
20.10	Travelling time (Instrument)	Where an employee is required by the employer to travel for duty away from home base, the following provisions will apply:  - where an employee is required to be away overnight the employee will be provided with full board and accommodation or paid a reasonable allowance to cover the cost incurred for board and lodging; the employer will reimburse the employee for travel or pay the cost of travel; and

Clause	Conditions Type	Description
		<p>- the employer will pay expenses or reimburse the employee for reasonable actual expenses incurred while away from home base.</p> <p>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 must 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:</p> <ul style="list-style-type: none"> <li>- On Sundays and public holidays at the rate of 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.</li> <li>- On all other days, at the ordinary rate 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.</li> </ul> <p>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, to reimbursement of all reasonable expenses. If employees are required to remain away from their home overnight, reasonable expenses include the cost of board and lodging or, instead, a minimum payment of the travel allowance (see Allowances) will be paid by the employer.</p>
20.11	Other (Instrument)	<p><b>Change in place of employment</b></p> <p>If an employee is required to work at a place other than their regular place of employment, the employer must pay the employee any additional fares incurred or provide the employee with transport.</p>
20.13	Clothing, footwear and/ or equipment (Instrument)	<p>Where an employee is required to wear a uniform, protective clothing or equipment, the employer must reimburse the employee for the reasonable costs of obtaining the uniform, clothing or equipment unless the employer provides the employee with these items.</p>
20.17	Other (Instrument)	<p><b>Relief duty and engineering school - Maintenance and engineering stream</b></p> <p><u>Relief duty</u></p>

Clause	Conditions Type	Description
		<p>Where an employee receives less than two days' notice to take up relief duty away from the employee's home base, time spent travelling will be paid for at the appropriate penalty rate. Where an employee receives two or more days' notice, payment will be made as provided in clause 20.10.</p> <p><u>Engineering school</u></p> <p>Where an employee is required by the employer to travel to or from engineering school, time spent travelling on rostered days off, Saturdays, Sundays or public holidays will be paid for at the appropriate penalty rate for a minimum of four hours.</p> <p>For the purposes of this award, time spent travelling will not be included in the employee's 10 hour break between periods of duty.</p>
20.18	Transfer of employee (Instrument)	<p><u>Permanent transfers - Maintenance and engineering stream</u></p> <p>(a) An employee on permanent transfer will be entitled to receive payment from the employer for all reasonable expenses incurred by the removal of themselves, their spouse or their de facto partner and dependants, their furniture, possessions and personal effects from one home base to another home base as approved by the employer in advance.</p> <p>(b) For the purposes of this clause, a base will be regarded as a home base if the employee is transferred there for a period which exceeds 180 days. A transfer to a base other than a home base expressed to be for a period less than 180 days will become a transfer to another home base if the employee is notified in writing during the course of that period that the transfer will extend for a period beyond 180 days. In such cases temporary reimbursement will cease and the provisions of clause 20.18(a) will become applicable.</p> <p>(c) When special circumstances arise, employees may be allowed additional expenses subject to agreement in writing prior to transfer.</p> <p>These provisions apply only when the transfer is directed by the employer.</p>
21	District allowance (Instrument)	<p>An employee in the Northern Territory or Western Australia is entitled to payment of a district allowance in accordance with the provisions of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement - based transitional instrument or</p>

Clause	Conditions Type	Description
		<p>enterprise agreement had applied to the employee; and that would have entitled the employee to payment of a district allowance.</p> <p>This clause ceases to operate on 31 December 2014.</p>
22	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> <li>- a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement - based transitional instrument or enterprise agreement had applied to the employee;; and</li> <li>- that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.</li> </ul> <p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
23	Insurance (Instrument)	<p><b>Licensed Aircraft Maintenance Engineers only</b></p> <p>An employer who requires an employee to fly in any aircraft will indemnify/insure the employee against death or totally incapacitating injury which may arise from the use of that aircraft for not less than \$45 000.</p> <p>Such indemnity/insurance need not be provided by the employer where the employees will receive a benefit of not less than \$45 000 in the event of death or totally incapacitating injury by way of insurance taken out by the aircraft or charter operators or by way of an employer-sponsored superannuation scheme.</p>

Clause	Conditions Type	Description
		<p>No employee will be compelled to work on an aircraft during a bomb scare or hijack incident; provided however, an employee who volunteers to work during a bomb scare or hijack incident will be indemnified/insured by the employer to cover injury, disablement or death to a minimum of \$172 856.</p> <p>The amount payable under this clause will be additional to any amount an employee or the employee's next of kin may be entitled to receive under any workers compensation legislation or similar provisions.</p>
24	Higher duties (Instrument)	<p>If an employee is required to perform a higher class of work in any day or shift the employee must be paid for the whole day or shift at the higher rate of pay.</p> <p>If an employee is required to perform a lower class of work for ordinary hours in any day or shift, the employee must be paid for the whole day or shift at the employee's normal rate of pay.</p>
26	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> <li>- the employers responsibility to make superannuation contributions to a superannuation fund</li> <li>- the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund</li> <li>- the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.</li> </ul>
27.2	Hours of work (Instrument)	<p>Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.</p> <p><b>Ordinary hours of work—day work</b></p> <p>(a) The ordinary hours of work are 38 per week but not exceeding 152 hours in 28 days.</p> <p>(b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.</p> <p>(c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 am and 6.00 pm. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.</p>

Clause	Conditions Type	Description
		<p>(d) The employer and a majority of affected employees may agree to work additional ordinary hours up to a total of 40 average hours per week Monday to Friday with one regular rostered day off in each four week cycle.</p> <p>(e) Any work performed outside the agreed spread of hours must be paid for at overtime rates.</p> <p>(f) Notwithstanding these provisions, the days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.</p>
27.3	Hours of work (Instrument)	<p><b>Ordinary hours of work—shiftwork</b></p> <p>(a) Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.</p> <p>(b) Subject to (c) the ordinary hours of shiftworkers are an average of 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.</p> <p>(c) By agreement between the employer and the majority of the employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.</p> <p>(d) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.</p> <p>(e) The employer and a majority of affected employees may agree to arrange shifts which require up to an average of 40 hours per week with one regular rostered day off in each four week cycle.</p>
27.4	Hours of work (Instrument)	<p>Method of arranging ordinary hours</p> <p>(a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 27.2(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise</p>



Clause	Conditions Type	Description
		<p>concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.</p> <p>(b) The matters on which agreement may be reached include:</p> <ul style="list-style-type: none"> <li>-how the hours are to be averaged within a work cycle established in accordance with clauses 27.2 and 27.3;</li> <li>- the duration of the work cycle for day workers provided that such duration does not exceed three months;</li> <li>- rosters which specify the starting and finishing times of working hours;</li> <li>- a period of notice of a rostered day off which is less than four weeks;</li> <li>- substitution of rostered days off;</li> <li>- accumulation of rostered days off; and</li> <li>- arrangements which allow for flexibility in relation to the taking of rostered days off.</li> </ul> <p>(c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:</p> <ul style="list-style-type: none"> <li>- proper health monitoring procedures being introduced;</li> <li>- suitable roster arrangements being made;</li> <li>- proper supervision being provided;</li> <li>- adequate breaks being provided; and</li> <li>- a trial or review process being jointly implemented by the employer and the employees or their representatives.</li> </ul>
27.5	Hours of work (Instrument)	<p><b>Make-up time</b></p> <p>An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.</p> <p>An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.</p>
28.1	Breaks - meal (Instrument)	<p><b>Meal break—day work</b></p>

Clause	Conditions Type	Description
		<p>Employees on day work must receive an unpaid meal break of between 30 minutes and one hour.</p> <p>An employee must not be required to work for more than five hours (or, by agreement, six hours) without a meal break.</p> <p>An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.</p>
28.2	Breaks - meal (Instrument)	<p><b>Meal break—shiftwork</b></p> <p>Continuous shiftworkers must be allowed a meal break of at least 20 minutes per shift to be counted as time worked.</p> <p>Non-continuous shiftworkers must be allowed an unpaid meal break of between 30 minutes and one hour.</p> <p>The meal break must be allowed no later than five hours (or, by agreement, six hours) after commencing an ordinary shift.</p> <p>An employer and employees may agree to stagger meal breaks to meet the operational requirements instead of this provision.</p>
28.3	Breaks - rest (Instrument)	<p><b>Crib breaks</b></p> <p>A continuous shiftworker must be given a rest break of not more than 10 minutes each shift counted as time worked. This clause does not apply to a part-time shiftworker who works less than full-time hours on a shift.</p>
29	Shiftwork (Instrument)	<p><b>Special provisions for shiftworkers</b></p> <p>For the purposes of this award:</p> <p><b>rostered shift</b> means any shift of which the employee concerned has had at least 48 hours' notice;</p> <p><b>change of roster</b> 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; and</p>

Clause	Conditions Type	Description
		<p><b>change of shift</b> means the transfer of an employee from a shift in the roster pattern to another shift in the same roster pattern.</p> <p><u>Shiftwork rosters</u></p> <p>Shiftwork rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.</p> <p>Employees must be given at least seven days' notice of any change to their shiftwork rosters unless the roster is varied by agreement between the employer and the majority of employees in the area concerned or between an employer and an individual employee concerned.</p>
30	Daylight saving (Instrument)	Where by reason of State or Territory legislation there is a movement in time for reason of daylight saving having commenced, or concluded, an employee is to be paid for the number of hours that they have actually worked, by reference to the ordinary measurement of hours and minutes and not by reference to any clock that has changed during the duration of the employee's shift by reason of State or Territory legislation.
31.3	Recall (Instrument)	<p>If an employee is recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) the employee must be paid for a minimum of four hours. This subclause does not apply if:</p> <ul style="list-style-type: none"> <li>- it is customary for employees to return to their employer's premises to perform a specific job outside their ordinary hours; or</li> <li>- the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary time.</li> </ul> <p>In the event of cancellation or postponement of such recall when employees report to their place of duty they will be paid for four hours for each such time they are recalled even if they are not required to work.</p>
31.4	Standing by (Instrument)	<b>Maintenance and engineering stream</b>

Clause	Conditions Type	Description
		Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must be paid standing by time at the employee's ordinary time rate for the time they are standing by.
31.5	Transport of employees (Instrument)	When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.
33.2	Annual leave - paid leave in advance of accrued entitlement (Instrument)	<p>The employer may allow annual leave to an employee before the right thereto has fully accrued, but where the leave is so taken a further period of annual leave will not commence until the expiration of the 12 months' service in respect of which annual leave was taken.</p> <p>Where annual leave has been granted to an employee pursuant to this subclause before the right thereto has accrued, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which leave was granted, the employer may deduct the cash equivalent of the unearned leave which amount will not include any sums paid for any public holidays.</p>
33.4	Annual leave (Instrument)	For the purpose of the additional week of annual leave provided for in the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.
33.5	Annual leave loading (Instrument)	<p>Each employee before going on leave must be paid:</p> <p>In the case of day workers, the employee's ordinary rate of pay for the period of annual leave plus a holiday loading of 17.5%.</p> <p>In the case of shiftworkers:</p> <ul style="list-style-type: none"> <li>-the amount which the employee would have received had the employee worked their actual roster during the period of leave, excluding overtime and public holiday penalty payments; or</li> <li>- the employee's ordinary time rate of pay for the ordinary hours the employee would have worked on the roster plus a loading of 17.5%, whichever is the greater.</li> </ul>

Clause	Conditions Type	Description
		Annual leave loading will not be paid on termination.
33.6	Annual leave (Instrument)	<p><b>Requirement to take leave notwithstanding terms of the NES</b></p> <p>An employer may require an employee to take annual leave by giving at least four weeks notice where more than eight weeks leave is accrued.</p> <p>An employer may apply a system of annual close-down with respect to all or the bulk of employees in a plant or section thereof in which case at least three months' notice will be given.</p>
34.2	Personal/carer's leave (Instrument)	<p><b>Evidence supporting claim</b></p> <p>When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.</p> <p>When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.</p>
36.3	Public holidays (Instrument)	<p><b>Public holidays which fall on a weekend</b></p> <p>Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.</p> <p>Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.</p> <p>Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.</p>
36.4	Public holidays (Instrument)	<p><b>Substitution of certain public holidays by agreement at the enterprise</b></p>

Clause	Conditions Type	Description
		<p>By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.</p> <p>An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.</p> <p>Where both a public holiday and substitute day are worked, public holiday penalties are payable on one of those days at the election of the employee.</p>
36.5	Public holidays (Instrument)	<p><b>Rostered day off falling on public holiday</b></p> <p>(a) Except as provided for in clauses 36.5(b) and (c), and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:</p> <ul style="list-style-type: none"> <li>- 7.6 hours of pay at the ordinary time rate; or</li> <li>- 7.6 hours of extra annual leave; or</li> <li>- a substitute day off on an alternative week day.</li> </ul> <p>(b) Where an employee has credited time accumulated pursuant to clauses 27.2(d) and 27.3(e), then such credited time should not be taken as a day off on a public holiday.</p> <p>(c) If an employee is rostered to take credited time accumulated pursuant to clauses 27.2(d) and 27.3(e), as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.</p> <p>(d) Clauses 36.5(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 36.5(a) applies to such days off.</p>
36.6	Public holidays (Instrument)	<p><b>Rest period after work on a public holiday</b></p>

Clause	Conditions Type	Description
		An employee, other than a casual employee, who works on a public holiday must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences work. An employee must not lose pay for any ordinary time lost by reason of this break.

### **Frequency of Payment**

Wages must be paid weekly or fortnightly in arrears.

Wages may be paid other than by week or fortnight by agreement between the employer and the majority of employees affected.

**IMPORTANT NOTE: Disclaimer**

This information has been provided by the Fair Work Ombudsman (FWO) as part of its function to promote compliance with the *Fair Work Act 2009* by providing education, assistance and advice (but not legal or professional service advice). The FWO does not provide this information for any other purpose.

While the FWO makes every effort to ensure the accuracy of the information provided, the accuracy may be affected by changes to Commonwealth law and policy, or by judicial consideration or interpretation. The Commonwealth of Australia represented and acting through the FWO (Commonwealth) does not give any guarantee, undertaking or warranty whatsoever in relation to the guide, including in relation to the accuracy, completeness or currency of the guide.

By agreeing to use this guide of information, the user agrees:

- To indemnify and hold harmless the Commonwealth from and against any loss or liability suffered by a user or a third party, arising out of the provision of the information, howsoever caused, including due to the negligence of the Commonwealth.