



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Westralia Airports Corporation
(AG2011/1176)

PERTH AIRPORT ENTERPRISE AGREEMENT 2010

Airport operations

COMMISSIONER CLOGHAN

PERTH, 8 JUNE 2011

Application for approval of the Perth Airport Enterprise Agreement 2010.

[1] On 30 May 2011, Westralia Airports Corporation made application for approval of a single enterprise agreement to be known as the *Perth Airport Enterprise Agreement 2010* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the FW Act”).

[2] The Agreement was made following a ballot on 20 May 2011.

[3] Fair Work Australia must approve an enterprise agreement pursuant to s.186 of the Act if the requirements set out in that section, s.187 and s.188 are met.

[4] I am satisfied, from the material provided to the Tribunal, that ss.186, 187 and 188, as are relevant to this application for approval, have been met.

[5] United Voice, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union Known as the Australian Manufacturing Workers’ Union (“AMWU”), the Community and Public Sector Union (“CPSU”) and the Communications, Electrical, Electronic, Information, Postal, Plumbing and Allied Services Union of Australia (“CEPU”), being bargaining representatives for employees covered by the Agreement, have given notice stating that the organisations want the Agreement to cover the United Voice, the AMWU, the CPSU and the CEPU.

[6] The United Voice, the AMWU, the CPSU and the CEPU have read the Applicant’s statutory declaration in support of the application and also provided declarations in support of approval of the Agreement.

[7] The Agreement is approved and will, in accordance with s.54(1) of the FW Act, operate from 16 June 2011.

[8] The nominal expiry date of this Agreement is 30 June 2014.

COMMISSIONER

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Perth Airport Enterprise
Agreement 2010

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Our Vision

Perth Airport and its team members will continue to strive to achieve Perth Airport's vision which is "to operate an outstanding airport business providing great customer service".

Our Values

Perth Airport has adopted the following principles to guide our behaviours and decision making:

Pride	<ul style="list-style-type: none">Display pride and a positive attitudeMaintain the highest professional and ethical standardsStrive to achieve excellence in all we doBe an ambassador for Perth AirportDeliver on promisesWork with drive, energy and enthusiasmAct decisively, respond in a timely manner and show initiativeHonour our role as custodian of the land and gateway to the StateBe identifiable and accountableEncourage innovation and imagination
Partnership	<ul style="list-style-type: none">Be team playersBe one organisationEncourage and value feedback from employees, customers, our neighbours and stakeholdersShare knowledge across the organisationUnderstand each others' needsBe customer focused in all we doGo the extra mile to create a great customer experience
People	<ul style="list-style-type: none">Give high priority to the physical and psychological well being of our employeesSupport others in reaching their goals, valuing them as colleagues or customersGive high priority to public safetyTreat everyone with dignity and respect

Our Aims

- Perth Airport, its team members and the unions who are covered by our Agreement agree to pursue the continued development and implementation of a performance management strategy which will link remuneration to individual and organisational performance.
- Our Agreement is made in order to continually achieve and excel in seeking Perth Airport's corporate objectives which involve continual development of:
 - Flexible, efficient and innovative working environment that encourages and rewards team member involvement in building shareholder value;
 - Cooperative workplace culture by implementing initiatives designed to foster and improve relationships between Perth Airport and its team members;
 - Customer focus and performance driven working environment that promotes the management, training and rewards linked to performance;
 - Workplace environment that promotes innovative management approaches to meet the challenges of the future.

1 What is our Agreement called?

Our Agreement will be known as the Perth Airport Enterprise Agreement 2010 (the **Agreement**).

2 Who does this Agreement apply to?

This Agreement will apply to and be binding upon:

- (1) Westralia Airports Corporation Pty Limited [ACN 077 153 130] (**Perth Airport**); and
- (2) Employees of Perth Airport who are employed in the positions set out in Schedule 1 of this Agreement (**team members**); and
- (3) Unions if they elect to be covered in accordance with s.183 of the Fair Work Act and this is noted in the decision of Fair Work Australia to approve the Agreement.

3 How does this Agreement operate?

- 3.1 This Agreement operates and shall be read in conjunction with the Airport Employees Award 2010.
- 3.2 Nothing in this Agreement will operate to reduce any of the terms and conditions to which a team member was entitled at the time the team member became bound by this Agreement.

4 How long does this Agreement operate for?

- 4.1 This Agreement will commence operation seven days after the date of approval by Fair Work Australia and will remain in operation until 30 June 2014.
- 4.2 This Agreement will continue to operate after its nominal expiry date until terminated or replaced.
- 4.3 The parties to this Agreement will recommence negotiations for a replacement agreement within 6 months prior to the nominal expiry date of this Agreement.

5 How will consultation regarding decision making occur?

Perth Airport will continue its commitment to provide team members with the opportunity to actively participate in decision making which affects their ongoing employment and the

prosperity of the business. Perth Airport will continue to keep team members informed of developments and changes in the workplace.

- 5.1 Where management determines an issue or decision is likely to affect the whole of the company, an individual work group or groups, or an individual team member, team members are entitled to elect a representative from each work group or their applicable union to participate in consultations. Representatives must make every endeavour to keep the affected team members informed throughout these consultations.
- 5.2 Team members participating in consultations as a representative or representatives of a group or groups of team members shall be allowed reasonable time off duty to prepare for and participate in the consultation process and to consult with affected team members to ensure any significant change is supported by a majority of team members.
- 5.3 Perth Airport is committed to providing a minimum period of 4 weeks for team members to have adequate time to be consulted on any proposed significant changes, and a further period of 4 weeks before the implementation of any such significant changes.
- 5.4 For the purpose of this clause, a significant change is one which results in:
 - (a) termination of the employment of an employee or employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of an employee or employees; or
 - (c) elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of a shift pattern; or
 - (e) the restructuring of jobs.
- 5.5 At any stage of a consultation process, team members are encouraged to discuss the impact of the proposed change with their immediate supervisor and to follow the procedures as outlined in Clause 6 – How will grievances be resolved?

There are times when the subject matter of the consultation is confidential to Perth Airport. While Perth Airport respects each team members' right to seek advice and representation on significant issues affecting the team member's employment, all reasonable steps must be taken to ensure issues of confidentiality are not disclosed to unauthorised persons.

6 How will grievances be resolved?

In the event of a dispute regarding the application of, or interpretation of, this Agreement or any other workplace grievance, the procedure to be followed to resolve the matter will be as follows:

- 6.1 As soon as practicable, the team member with the grievance and their supervisor shall meet and confer on the matter.
- 6.2 If they are unable to resolve the matter, a meeting will be arranged with more senior levels of management.

- 6.3 If the matter remains unresolved, the matter will be referred to the Human Resources Manager to attempt to resolve the issue.
- 6.4 If the matter cannot be resolved by the Human Resources Manager and it relates to the meaning and effect of this Agreement, it may be referred to Fair Work Australia for conciliation or arbitration.
- 6.5 During the attempts to resolve the grievance:
- either party is able to have a representative involved in the grievance resolution procedure from the initial discussion with their immediate supervisor;
 - work will continue as normal unless there is a reasonable concern about an imminent risk to health and safety of team members;
 - both parties must work to resolve the grievance as quickly as practicable;
 - team members who act as representatives for other team members will be permitted reasonable time off duty as authorised by their manager subject to operational requirements.

7 How are team members classified?

Team members can fall into the following categories of workers:

- Day Workers
- Shift Workers
- Casuals

Team members will be classified under the classification structure set out in Schedule 1 as:

- Administrative Services Officers;
- Ground Services Officers; or
- Technical Services Officers.

How do I progress from being a casual to a permanent team member?

- (a) Any team member who has been engaged on a casual basis and has worked a consistent roster with consistent hours for a period of 6 months will be offered permanency consistent with the hours worked over the past 6 months on a full-time or part-time basis, with Perth Airport.

For the purposes of Clause 7(a) minor and/or infrequent variations to a casual team member's rostered hours of work over the 6 month period will not prevent a team member from being deemed to have worked a consistent roster with consistent hours for the purpose of being offered permanency.

How do I progress between classification increments?

- (a) Team members will be eligible to progress through position increments based on skill enhancement, performance, experience and recognised learning as outlined in the Banding Documents for each classification
- (b) Movements between increments can occur no more often than annually.
- (c) Position increment criteria have been established and team members will be given the opportunity to develop competencies, based on the criteria, to allow them the opportunity to progress.

The Banding Document will be a standing agenda item on the Consultative Committee meeting agendas.

Banding documentation requirements for each staff group will be reviewed on a regular basis, not exceeding 24 months. The review process will involve staff consultation and will aim to achieve greater alignment across staff groupings for the purpose of career progression and transition.

Upon initiation of the banding document, no team member will be disadvantaged or go down an increment if they are at an existing level and do not have the required certification or training requirements set out in the document. Team members will however be required to attain all required certification and be deemed competent to progress to the next increment / band.

How do I progress between job classification levels?

- (a) Team members may move from one job classification to another where a vacancy exists, as applicable.
- (b) Team members will be selected for higher job classification levels based on the skill level of the team member.

How can I get my classification reviewed?

- (a) Team members can request a review of their current classification at any time.
- (b) For a review to occur, a team member is required to formally request a review of their classification, in writing, to their direct supervisor outlining the reasons for the review, and any justification for a revised classification.
- (c) Management is required to acknowledge any request for a classification review within 48 (working) hours of receiving the formal request.
- (d) Management is to provide a written response to the formal request within 15 working days outlining the reasons for or against the requested revised classification.
- (e) If the team member is not satisfied with the management response, they are encouraged to follow the procedures outlined in Clause 6.

8 How are team members paid?

Team members will receive a base salary, superannuation contributions, allowances and may be entitled to annual performance payments from time to time as set out in this Agreement.

What performance payment arrangements are in place?

- (a) Perth Airport rewards team members based on company and individual performance.
- (b) Annual performance payments based on company performance will be made on the following basis:

Target	% Targets	Performance Payment
Company results are greater than 5% above budget	> 5%	2 % of base salary
Company results are greater than 2% & less than or equal to 5% above budget	> 2% & < or = 5%	1.5 % of base salary
Company results are greater than - 2% & less than or equal to 2 % above budget	> -2% & < or = 2%	1 % of base salary
Company results are greater than -5% & less than or equal to -2% below budget	> -5% & < or = -2%	No Bonus Payable

Company results mean normalised EBITDA (Earnings before interest, tax, depreciation and amortisation). This clause shall operate to provide annual performance payments (where targets are met) for each financial year of the nominal period of this agreement. This clause shall not operate beyond the nominal expiry date of this agreement. Eligible payments are effective upon Board approval, usually in the first half of the financial year.

- (c) Annual performance payments based on individual performance will be made on the following basis:

Target		Performance Payment
Personal results are rated as "Outstanding"		2 % of base salary
Personal results are rated as "Commendable"		1.5 % of base salary
Personal results are rated as "Satisfactory"		1 % of base salary
Personal results are rated as "Unsatisfactory"		No Bonus Payable

Personal results are derived from an annual assessment based on performance against key result areas.

If the team member is not satisfied with their applicable performance payment, they are encouraged to follow the procedures outlined in Clause 6.

Will I receive any allowances?

- (a) Team members will receive applicable allowances appearing in the Airport Employees Award 2010 varied by the same percentage as salary increases.
- (b) Perth Airport does not pay the Isolated Establishment Allowance as this was previously negotiated out for a lump sum payment.

Will I be paid for my tea breaks?

- (a) Team members engaged in shift work will be paid for the entirety of their shift, including tea breaks.

Can I salary sacrifice?

- (a) A salary sacrifice arrangement is also commonly referred to as salary packaging or total remuneration packaging. It is an arrangement between an employer and an employee, where the employee agrees to forgo part of their future entitlement to salary or wages in return for the employer providing them with benefits of a similar value.
- (b) If a team member feels disadvantaged by the application of the salary sacrificing agreement, the team member may request a review or cessation, where allowable, of the arrangement at the time of their performance review.
- (c) Where the salary sacrificing results in an overall disadvantage to the team member, Perth Airport will pay an agreed amount representing the disadvantage to the team member.

9 What are the hours of work?

Ordinary hours of work are 38 hours per week plus reasonable overtime.

What is the minimum shift duration for casual workers?

- Casual workers are to be engaged for a minimum of 3 hours for any shift.

How do rostered days off operate?

- Perth Airport and the team member agree that no more than 5 rostered days off may be accumulated at one time. Rostered days off will be taken by the team member at an agreed time with Perth Airport.

Am I required to be on call?

- (a) Perth Airport's business needs may require team members to participate in an On Call Roster for after hours availability.
- (b) Participants in the On Call Roster requires a nominated team member to be available to attend work when required during the period for which the team member is rostered.

- (c) "Available" means the team member:
- is fit for duty in accordance with Perth Airport's Drug & Alcohol Policy;
 - is able to attend to work requirements within 90 minutes;
 - will keep the Perth Airport provided mobile phone within reach, charged and be able to answer as a priority, and within 15 minutes of the call; and
 - is within an area where mobile phone reception by the Perth Airport's telecommunications provider is available or other suitable agreed arrangements are in place.
- (d) The supervisor or manager of each relevant section involved in this process will maintain the On Call Roster and ensure that team members are assigned to it in a fair and equitable manner. Changes to the rostered team members can be made by mutual consent of those involved. The relevant supervisor or manager must ensure the relevant team members are informed of the changes.

What do team members get paid for being on-call?

- (a) Team members who participate in the On Call Roster will be paid as follows:
- (1) \$50 per week day
 - (2) \$75 per weekend day
 - (3) \$100 per recognised public holiday
- Day rates are to be varied by the same percentage increases outlined in Clause 8.
- (b) One person will be rostered at a time on the On Call Roster, however, from time to time, Perth Airport may require more than one person to be rostered on the On Call Roster. If an additional team member is required to work after hours, the team member will be paid the applicable rate per 24 hour period or part thereof.
- (c) The On Call Roster incorporates a payment to those required to participate in the On Call Roster to be available and to rectify any queries via telephone.
- (d) If a team member is on call and is required to attend to duty at Perth Airport, he/she shall be paid in accordance to the provisions set out below.

What if I'm required to attend to work with less than 3 hours notice?

- (a) This section applies if a team member is required to attend to work with less than 3 hours notice and the notice was received outside of the team member's normal working hours.
- (b) When this type of duty occurs, the team member is to be paid at double time, inclusive of travel time to and from the workplace, to attend to the matter at hand.
- (c) A minimum of 4 hours will be paid for attendance to duty in addition to a mileage allowance at the appropriate rate. WAC reserves the right to recall the team member within the 4 hour period if the fault requires further rectification.
- (d) If a team member is required to attend to duty in the above circumstances, is able to leave the workplace and is again requested to return to Perth Airport within the initial 4 hours, this will be included in the initial time schedule until 4

hours has been exceeded whereby the team member will continue to receive double time payments until the problem has been rectified.

- (e) Where the duty results in the team member being released from duty less than 10 hours before the start of the next scheduled normal working day, the team member will not be required to attend work until a 10 hour break has occurred. Where the emergency duty continues into a normal working day, overtime rates will continue to be paid.
- (f) If a team member has received a 10 hour break and is required to attend to work outside of normal working hours (but within 4 hours of the start of their next rostered shift), a team member will be paid the minimum 4 hours at double time, then at the normal rate of pay for the remainder of their standard working day. The team member will be required to remain at work until their normal hourly roster has been completed for that day, or as otherwise agreed with their supervisor, provided their combined total hours do not exceed 12 hours.

What is Planned Overtime?

- (a) This applies to Day Workers and Shift Workers and refers to team members required to attend work outside of normal working hours, after he/she was advised of this requirement no less than three hours prior to the commencement of the overtime..
- (b) Team members will be paid at applicable overtime rates, exclusive of reasonable travel time to and from the workplace to attend to the matter at hand.
- (c) A minimum of 4 hours pay will be paid for attendance to planned overtime.
- (d) Where the duty results in the team member being released from duty less than 10 hours before the start of the next scheduled normal working day or rostered shift, the team member will not be required to attend work until a 10 hour break has occurred.

With reasonable notice, a team member's normal start and finish times may be altered to meet operational needs

Am I able to rectify faults from home?

- (a) Perth Airport may agree to install a modem and/or computer facilities in a team member's home to enable more efficient rectification of faults at Perth Airport and to reduce inconvenience for the team member.
- (b) Perth Airport will pay any costs associated with this type of arrangement.
- (c) If a team member is required to rectify a problem from home using the modem, computer facility or mobile phone provided, the team member will be paid a minimum of 2 hours pay at the appropriate rate.
- (d) This clause does not preclude management and team members agreeing to alternative arrangements. Any agreement will be in writing and will apply in lieu of any provision of the Award and the Agreement.
- (e) *If a team member is receiving the on-call allowance outlined in Clause 9, this sub-clause does not apply.*

- 13.4 Personal leave accumulates from year to year, but is not paid out on termination of employment.

14 How much parental leave are team members entitled to?

- 14.1 Team members are entitled to take up to 12 months' unpaid parental leave in accordance with legislative standards.
- 14.2 Female team members are entitled to take up to 13 weeks paid parental leave after 12 months continuous service with Perth Airport.

15 How much compassionate leave are team members entitled to?

- 15.1 Team members are entitled to up to 3 days' paid compassionate leave per occasion in accordance with legislative standards.

16 How much long service leave are team members entitled to?

- 16.1 Team members shall accrue 1.3 weeks long service leave per year of continuous service.
- 16.2 Long service leave may be accessed pro-rata after 7 years continuous service, with the full 13 weeks leave accessible after 10 years of continuous service.
- 16.3 All subsequent long service leave entitlements may be accessed pro-rata after the initial 10 years of continuous service.

17 Am I entitled to public holidays?

- 17.1 Perth Airport team members are entitled to the public holidays provided for in the National Employment Standards.
- 17.2 Perth Airport recognises one additional day's holiday, known as the WAC Additional Holiday, per calendar year. The WAC Additional Holiday can only be used on the day specified by WAC each year and is recognised as a public holiday.

What happens if I'm a shift-worker and rostered to work on a public holiday?

- 17.3 A shift worker who, by the arrangement of their ordinary hours of work, is required to work on either:
- (a) A public holiday; or
 - (b) A substituted day recognised as a public holiday

has the choice to either:

- (a) Be paid double time and a half for the hours worked on the public holiday or substitute day; or
- (b) Be paid the applicable penalty rates in accordance with the rostered shift and have the amount of hours worked on the public holiday credited to their annual leave accrual.

18 Does Perth Airport have a Drug & Alcohol Policy?

- 18.1 Perth Airport has a Drug and & Alcohol Policy. All team members agree to abide by Perth Airport's Drug and Alcohol Management Policy (DAMP).
- 18.2 Team members who do not abide by this policy may have their employment terminated with Perth Airport.

19 What training and development opportunities are there?

Will I have the opportunity to take part in training and development?

Training and development at Perth Airport is a joint responsibility shared between Perth Airport and team members. Training and development at Perth Airport is integrated into the Performance Development strategy.

What do team members get paid for participating in training and development?

The entitlement for payment or paid time off in relation to training and development required by Perth Airport is as follows -

Training is categorised according to the following:

- (a) Mandatory training - training required for team members to obtain or maintain licences which are necessary for their role or other training considered mandatory by Perth Airport to ensure that the team member is able to function in their role at a standard level.

Mandatory training also includes the following:

- CEO briefings
- Enterprise Agreement Consultative/Negotiation Committee meetings
- OSH meetings

- (b) Discretionary training - training required to enhance a team member's skills and abilities in their role. This training is at the direction of Perth Airport.
- (c) Self-development training - a team member may voluntarily undertake training to improve their skills in order to enhance their opportunities for career development.

What training is available specifically for Day Workers, and who pays for it?

- (a) Perth Airport is responsible for payment of training courses for mandatory and discretionary training. Perth Airport will consider, on a case by case basis, whether it will contribute towards the cost of training a team member for self-development training.

- (b) Team members will not suffer loss of ordinary penalties for mandatory and discretionary training.
- (c) If possible, all mandatory and discretionary training will be conducted during ordinary working hours.
- (d) If mandatory training is conducted on a team member's rostered day off (RDO), team members will receive a minimum payment of 4 hours at applicable rates and then on an hour for hour basis until the training session is completed.
- (e) If discretionary training is conducted on a team member's RDO, the time spent training will be banked and taken as time in lieu at an agreed time (on an hourly basis).
- (f) If self-development training is undertaken by a team member on his or her RDO, he or she will not receive any payment or time in lieu from Perth Airport.
- (g) Where mandatory or discretionary training is required to be undertaken and results in a day that is longer than 10 hours or a week that is more than 38 hours, the extra time will be paid at overtime rates.

What training is available specifically for Shift Workers, and who pays for it?

- (a) Perth Airport is responsible for payment of training courses for mandatory and discretionary training. Perth Airport will consider, on a case by case basis, whether it will contribute towards the cost of training a team member for self-development training.
- (b) Team members will not suffer loss of ordinary penalties for mandatory and discretionary training.
- (c) If possible, all mandatory and discretionary training will be conducted during ordinary working hours.
- (d) If mandatory training is conducted on a team member's rostered day off (RDO), team members will receive a payment of 4 hours at applicable rates and then on an hour for hour basis, at the applicable rate, until the training session is completed.
- (e) If discretionary training is conducted on a team member's RDO, the time spent training will be paid for on an hourly basis.
- (f) If self-development training is undertaken by a team member on his or her RDO, he or she will not receive any payment or time in lieu from Perth Airport.
- (g) Where mandatory or discretionary training is required to be undertaken so that shift workers work and train longer than the time for which they are normally rostered on that day, the extra time shall be paid at overtime rates.
- (h) This clause does not preclude management and team members agreeing to alternative arrangements. Any agreement will be in writing and will apply in lieu of any provision of the Award and the Agreement.

20 Can I be redeployed?

- (a) Yes, if Perth Airport identifies alternative employment of equivalent status and salary to the employee's former position.

- (b) The new position will not require the team member to travel further to the new position

21 What notice period is required on termination of employment?

- (a) Perth Airport or a team member may terminate a team member's employment by providing four weeks' notice. Perth Airport may elect to make a payment in lieu of four weeks to a team member. Team members who are over the age of 45 and have at least 2 years service with Perth Airport will be provided with an additional weeks' notice (or payment in lieu) if Perth Airport terminates their employment.

21.2 Perth Airport may dismiss a team member with less or no notice for serious misconduct. In such cases, remuneration will be paid up to the time of dismissal only.

22 What happens if a position becomes redundant?

What is the process to determine a redundancy?

- (a) Where a position or positions are identified as being redundant, Perth Airport will call for voluntary redundancies and consider whether those team members volunteering are appropriate for redundancy.
- (b) If there are insufficient voluntary redundancies or Perth Airport decides the team members volunteering are not appropriate for redundancy, Perth Airport will select team members to be made redundant.

What discussions will occur before termination?

- (a) Where Perth Airport has made a decision to make a position redundant or positions redundant it will hold discussions with affected team members and their representatives.
- (b) Discussions will take place as soon as practicable after a definite decision has been made but prior to any redundancy action taking place and will include discussion of the reasons for redundancy, any measures to avoid or limit redundancies and the other considerations in determining which team members are to be made redundant.

Can I transfer to a lower paid position?

- (a) Yes, if a team member elects to be transferred to a lower paid position instead of being made redundant, the team member will receive 4 weeks' notice of the transfer and then will receive the salary of the lower paid position.
- (b) If the team member is then made redundant within 1 year of that transfer, the team member's redundancy entitlement will be calculated based on their higher previous remuneration.

What payment am I entitled to on redundancy?

- (a) A team member whose position is made redundant will be entitled to three weeks pay for the first year of continuous service with three weeks pay for each subsequent completed year of continuous service with Perth Airport plus a pro-rata payment of 0.25 week's pay for each additional completed month of service up to a maximum of 73 weeks payment.
- (b) A team member is also entitled to 4 weeks notice of their redundancy or 5 weeks if the team member is over the age of 45 and has at least 2 years continuous service with Perth Airport.
- (c) Team members will also be paid their accrued but untaken annual leave and long service leave.
- (d) For the purpose of this clause, the following definitions shall apply:

"Week's Pay" shall mean a team member's ordinary rate of pay for an ordinary week's work at the time of redundancy. It shall not include overtime, penalty rates or higher duties.

"Continuous Services" shall be defined as:

 - (i) service with the Perth Airport and FAC; and
 - (ii) prior service with an Australian Federal, State or Local Government body for team members who were transferred directly to the Federal Airports Corporation under the Mobility Provisions of the Public Service Act 1922; or
 - (iii) prior service for team members engaged by FAC before 1 April 1996 who, without a break of 12 continuous months, were previously employed by a recognised Australian Federal, State or Local Government body.

23 Can further claims be made over the life of the Agreement?

- 23.1 This Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties during the term of the Agreement.
- 23.2 No enterprise bargaining in respect of any industrial matters, regardless of whether they are or are not a subject of this Agreement, will take place during the term of this Agreement.

24 What is an Individual Flexibility Agreement

An employer and 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 deals with 2 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

- (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;
 - (vi) Staff car parking;
 - (vii) Frequency of payments; and
- (b) the arrangement meets the genuine needs of the employer 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 and employee.
- 23.2 The employer must ensure 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.
- 23.3 The employer must ensure the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer 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.
- 23.4 The employer must give the employee a copy of the individual flexibility arrangement at the time it is signed by the Employer and the employee.
- 23.5 The employer 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 and employee agree in writing — at any time.

Schedule 1

Schedule 1 – Rates of Pay & Classification Structure

CLASSIFICATION	Salary as at 01.07.09	4% Increase as at 01.07.10	0.5% increase as at 20.05.10	4.5% increase as at 01.07.11	4.5% increase as at 01.07.12	4.5% increase as at 01.07.13
ASO1.1	\$42,365.55	\$44,060.17	\$44,280.47	\$46,273.09	\$48,355.38	\$50,531.38
ASO1.2	\$43,936.42	\$45,693.88	\$45,922.35	\$47,988.85	\$50,148.35	\$52,405.03
ASO1.3	\$45,568.07	\$47,390.79	\$47,627.75	\$49,771.00	\$52,010.69	\$54,351.17
ASO1.4	\$47,250.17	\$49,140.18	\$49,385.88	\$51,608.24	\$53,930.61	\$56,357.49
ASO1.5	\$48,996.49	\$50,956.35	\$51,211.13	\$53,515.63	\$55,923.84	\$58,440.41
ASO2.1	\$50,410.28	\$52,426.69	\$52,688.82	\$55,059.82	\$57,537.51	\$60,126.70
ASO2.2	\$52,135.95	\$54,221.39	\$54,492.49	\$56,944.66	\$59,507.17	\$62,184.99
ASO2.3	\$53,902.90	\$56,059.02	\$56,339.31	\$58,874.58	\$61,523.94	\$64,292.51
ASO3.1	\$57,088.23	\$59,371.76	\$59,668.62	\$62,353.71	\$65,159.62	\$68,091.81
ASO3.2	\$58,749.69	\$61,099.68	\$61,405.18	\$64,168.41	\$67,055.99	\$70,073.51
ASO3.3	\$60,494.85	\$62,914.64	\$63,229.22	\$66,074.53	\$69,047.89	\$72,155.04
ASO4.1	\$63,409.58	\$65,945.96	\$66,275.69	\$69,258.10	\$72,374.71	\$75,631.58
ASO4.2	\$65,201.76	\$67,809.83	\$68,148.88	\$71,215.58	\$74,420.28	\$77,769.19
ASO4.3	\$66,788.69	\$69,460.24	\$69,807.54	\$72,948.88	\$76,231.58	\$79,662.00
ASO5.1	\$71,014.00	\$73,854.56	\$74,223.83	\$77,563.91	\$81,054.28	\$84,701.72
ASO5.2	\$73,596.21	\$76,540.06	\$76,922.76	\$80,384.28	\$84,001.58	\$87,781.65
ASO5.3	\$76,176.11	\$79,223.15	\$79,619.27	\$83,202.14	\$86,946.23	\$90,858.81

CLASSIFICATION	Salary as at 01.07.09	4% Increase as at 01.07.10	0.5% increase as at 20.05.10	4.5% increase as at 01.07.11	4.5% increase as at 01.07.12	4.5% increase as at 01.07.13
ASO6.1	\$80,746.57	\$83,976.43	\$84,396.31	\$88,194.15	\$92,162.89	\$96,310.22
ASO6.2	\$83,464.07	\$86,802.63	\$87,236.65	\$91,162.30	\$95,264.60	\$99,551.51
ASO7.1	\$88,471.39	\$92,010.25	\$92,470.30	\$96,631.46	\$100,979.88	\$105,523.97
ASO7.2	\$91,926.17	\$95,603.22	\$96,081.23	\$100,404.89	\$104,923.11	\$109,644.65
ASO7.3	\$95,383.25	\$99,198.58	\$99,694.57	\$104,180.83	\$108,868.97	\$113,768.07
TSO1.1	\$46,083.46	\$47,926.80	\$48,166.43	\$50,333.92	\$52,598.95	\$54,965.90
TSO1.2	\$53,946.04	\$56,103.88	\$56,384.40	\$58,921.70	\$61,573.18	\$64,343.97
TSO2.1	\$64,429.48	\$67,006.66	\$67,341.69	\$70,372.07	\$73,538.81	\$76,848.06
TSO2.2	\$67,159.54	\$69,845.92	\$70,195.15	\$73,353.93	\$76,654.86	\$80,104.33
TSO2.3	\$69,889.60	\$72,685.18	\$73,048.61	\$76,335.80	\$79,770.91	\$83,360.60
TSO2.4	\$72,619.66	\$75,524.45	\$75,902.07	\$79,317.66	\$82,886.96	\$86,616.87
TSO2.5	\$75,349.73	\$78,363.72	\$78,755.54	\$82,299.54	\$86,003.02	\$89,873.15
TSO3.1	\$80,809.85	\$84,042.24	\$84,462.46	\$88,263.27	\$92,235.11	\$96,385.69
TSO3.2	\$84,631.94	\$88,017.22	\$88,457.30	\$92,437.88	\$96,597.59	\$100,944.48
TSO3.3	\$87,362.00	\$90,856.48	\$91,310.76	\$95,419.75	\$99,713.64	\$104,200.75
GSO 1	\$39,144.67	\$40,710.46	\$40,914.01	\$42,755.14	\$44,679.12	\$46,689.68
GSO 2	\$40,524.06	\$42,145.02	\$42,355.75	\$44,261.76	\$46,253.54	\$48,334.94
GSO 3	\$41,904.60	\$43,580.78	\$43,798.69	\$45,769.63	\$47,829.26	\$49,981.58
GSO 4	\$43,747.23	\$45,497.12	\$45,724.60	\$47,782.21	\$49,932.41	\$52,179.37

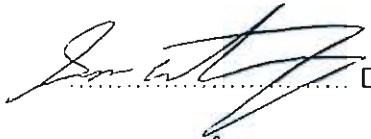
CLASSIFICATION	Salary as at 01.07.09	4% Increase as at 01.07.10	0.5% increase as at 20.05.10	4.5% increase as at 01.07.11	4.5% increase as at 01.07.12	4.5% increase as at 01.07.13
GSO 5	\$46,051.95	\$47,894.03	\$48,133.50	\$50,299.51	\$52,562.98	\$54,928.32
GSO 6	\$48,348.64	\$50,282.59	\$50,534.00	\$52,808.03	\$55,184.39	\$57,667.69
GSO 7	\$50,654.51	\$52,680.69	\$52,944.09	\$55,326.58	\$57,816.27	\$60,418.01
GSO 8	\$52,035.05	\$54,116.45	\$54,387.03	\$56,834.45	\$59,392.00	\$62,064.64
GSO 9	\$52,958.08	\$55,076.40	\$55,351.79	\$57,842.62	\$60,445.53	\$63,165.58
GSO 10	\$53,879.97	\$56,035.17	\$56,315.34	\$58,849.54	\$61,497.76	\$64,265.16
GSO 11	\$55,261.65	\$57,472.12	\$57,759.48	\$60,358.65	\$63,074.79	\$65,913.16

Signing Page

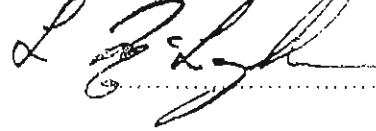
Bargaining representatives:

	Date 22/5/2011		Date 22/5/2011		Date 23/5/11
	Date 22/5/2011		Date 23/5/2011		Date 23/5/11
	Date 22/5/2011		Date 23/5/11		Date 23/5/11
	Date 23/5/2011		Date 23/5/11		Date 23/3/11
	Date 26/5/11		Date 23/5/11		Date 23/5/11

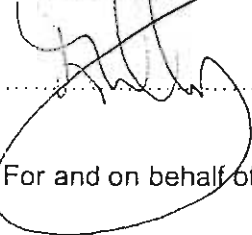
For and on behalf of Australian Manufacturing Workers Union:

 Date 24/5/11

For and on behalf of Communications, Electrical and Plumbing Union of WA

 Date 24/5/11

For and on behalf of United Voice:

 Date 24/5/11

For and on behalf of Community and Public Sector Union:

 Date 29 May 2011

For and on behalf of Westralia Airports Corporation:

 Date 26 May 2011