



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Airservices Australia**  
(AG2020/822)

## **AIRSERVICES AUSTRALIA (AIR TRAFFIC CONTROL AND SUPPORTING AIR TRAFFIC SERVICES) ENTERPRISE AGREEMENT 2020-2023**

Airline operations

COMMISSIONER YILMAZ

MELBOURNE, 14 APRIL 2020

*Application for approval of the Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2020-2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2020-2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Airservices Australia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Civil Air Operations Officers' Association of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

**[5]** The Agreement is approved and in accordance with s.54, will operate from 21 April 2020. The nominal expiry date of the Agreement is 20 April 2023.



COMMISSIONER

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## Annexure A

FWC Matter No.:  
AG2020/822

Applicant:

Airservices Australia

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Rodney Sciortino, Chief Operations Officer (ATM) for Airservices Australia give the following undertaking with respect to the *Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2020 – 2023* ("the Agreement"):

1. I have the authority given to me by Airservices Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. During the term of the Agreement Ab Initio Trainees will be not required to work night shift or to perform ordinary hours on weekends.
3. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

 Digitally signed by  
Rodney Sciortino  
Date: 2020.04.09  
14:07:31 +10'00'

Signature

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Date 9 April 2020

**AIRSERVICES AUSTRALIA  
(Air Traffic Control and  
Supporting Air Traffic Services)  
ENTERPRISE AGREEMENT  
2020-2023**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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## 1. TITLE

This Agreement will be known as the *Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2020-2023*.

## 2. DEFINITIONS

2.1. In this Agreement, unless the contrary intention appears:

“**Act**” means the *Fair Work Act 2009* (Cth) as amended from time to time and includes any successor legislation.

“**Agreement**” means this enterprise agreement.

“**Airservices**” means Airservices Australia.

“**ADT**” means Airways Data Team (previously known as the TAAATS Data Management Unit (TDMU)).

“**ATC**” means Air Traffic Controller.

“**ATC Peer**” means an ATC who is selected by Airservices and Employee Representatives and who is trained to participate in the sick leave review process.

“**ATS**” means air traffic services.

“**Award**” means the *Airservices Australia Enterprise Award 2016* or any Award, which replaces or supersedes that Award.

“**Base salary**” means the salary that is prescribed as payable to the employee under Attachment 1 to this Agreement.

“**Compassionate reasons**” means:

- (i) Exceptional hardship that results from serious medical circumstances and/or the disabilities of an employee and/or that of an immediate family member, supported by relevant medical or other evidence; or
- (ii) Other compelling personal circumstances, supported by evidence that would satisfy a reasonable person if requested by Airservices.

“**DAME**” means a Designated Aviation Medical Examiner.

“**Domestic partner**” means someone who lives with an employee in a domestic partnership, and includes an employee’s spouse or de facto partner.

“**Employee Representative(s)**” means:

- (i) An official, officer or employee of a registered union or industrial association; or
- (ii) A workplace representative of a registered union or industrial association; or
- (iii) Other representative(s) chosen or otherwise nominated by the employee(s) in a workplace to represent employee views to Airservices.

“**FDC**” means Flight Data Co-ordinator.

**“Former domestic partner”** means someone who lived with an employee in a domestic partnership, and includes an employee’s former spouse or former de facto partner.

**“FWC”** means the Fair Work Commission or any successor body that is conferred with the same or similar functions.

**“Immediate Family”** means:

- (a) An employee’s domestic partner (including an employee’s former domestic partner);
- (b) A child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of an employee or of an employee’s domestic partner or former domestic partner; and
- (c) A person related to an employee by Aboriginal and/or Torres Strait Islander kinship structures.

**“Operational Duty”** means any duty which requires an endorsement or certificate of competency.

**“Operational Environment”** means the regulated facility which supports the provision of air traffic services.

**“Operational Support Specialist”** means an employee who has a background in ATC and supporting function roles.

**SSO** means Simulator Support Officer.

**“UTS”** means Unit Tower Supervisor (classification previously titled Unit Tower Manager).

**“WHS”** means Work Health and Safety, under the provisions of the *Work Health and Safety Act 2011* (Cth).

- 2.2. In this Agreement, wherever conditions are expressed to apply to employees employed in a particular position, those conditions will be read to apply to the position by whatever name or title is given to it, provided the functions of the position are substantially similar.

### **3. COMMENCEMENT AND OPERATION**

- 3.1. This Agreement is made under section 172 of the Fair Work Act and will commence seven (7) days after it is approved by the FWC. The nominal expiry date of this Agreement is 3 years from the commencement of this Agreement.

### **4. APPLICATION AND PARTIES BOUND**

- 4.1. This Agreement covers:

- (a) Airservices; and
- (b) All employees who are employed by Airservices:
  - (i) in a classification listed in Attachment 1 or in a position of a like or similar kind by whatever title called;
  - (ii) in any other position in which the employee is required to hold and exercise the responsibilities/privileges of an air traffic control licence except any employee employed in the position of an ‘ATSC Operations Manager’ (or in a



position of a like or similar kind by whatever title) or any position that is above that position; and  
(iii) in those classifications and positions in any new locations, new projects and new activities.

4.2. The clauses of this Agreement will be applied so that they do not reduce the benefits to an employee of the provisions of the National Employment Standards.

## 5. SERVICE OBLIGATION

- 5.1. The parties to this Agreement recognise that Airservices is obligated to continuously provide safe and efficient air traffic services in accordance with the provisions of the *Air Services Act 1995* (Cth) and *Civil Aviation Act 1988* (Cth).
- 5.2. In meeting this obligation, the parties to this Agreement commit to the development, application and review of mechanisms, consistent with the obligations of clause 8 (*Consultation on Change*), to provide service continuity on an on-going basis to ensure the safety of air navigation.

## 6. RELATIONSHIP TO THE AWARD

This Agreement is comprehensive and operates to the exclusion of the Award.

## 7. AIRSERVICES POLICIES AND PROCEDURES

- 7.1. Airservices' policies and procedures pertaining to employment matters do not form part of this Agreement. To the extent that there is any inconsistency between any such policy and/or procedure, the terms of this Agreement prevail.
- 7.2. Airservices will consult with employees and employee representative(s) in the development and variation of such policies and will not unilaterally change them without such consultation.

## 8. CONSULTATION ON CHANGE

- 8.1. The intent of this consultation provision is to ensure employees and any employee representatives are fully informed, consulted and provided with a genuine opportunity to express their views and provide comments and/or suggestions prior to any final decision being made about changes that are likely to have a significant impact on employees covered by this Agreement and/or changes to an employee's regular roster or ordinary hours of work. Airservices will give genuine consideration and respond to matters raised and proposals and options put forward.
- 8.2. These consultation arrangements support Airservices in meeting legislative and Operating Certificate requirements.
- 8.3. Airservices will consult employees and their employee representatives about:
  - (a) the introduction of changes that are likely to have a significant impact on employees covered by this Agreement before a final decision is made to adopt a proposal and implement any change; and/or
  - (b) changes to an employee's regular roster or ordinary hours of work.

*Consultation on changes that are likely to have a significant impact on employees*

- 8.4. Changes that will be regarded as likely to have a significant impact on employees covered by this Agreement will include changes of a structural or technological nature, changes in the deployment or methods of operation of employees covered by this Agreement and any changes that are likely to lead to the redundancy of positions held by employees covered by this Agreement.

- 8.5. Before making a decision to introduce change that is likely to have a significant effect on employees, Airservices will consult with affected employees by:
- (a) notifying the relevant employees of the proposal to introduce the change;
  - (b) providing all relevant information regarding any change as outlined in clause 8.3 (a) above, including but not limited to:
    - (i) the nature of the proposed change;
    - (ii) the information about the expected effects on employees; and
    - (iii) any other matters likely to affect the employees;
  - (c) providing the relevant employees with an opportunity to nominate or appoint a representative for the purposes of consultation under this clause, and recognise the nominee or representative appointed;
  - (d) discussing with the relevant employees and their employee representatives:
    - (i) the introduction of the change;
    - (ii) the effect the change would be likely to have on the employees; and
    - (iii) the measures Airservices is taking to avert or mitigate the adverse effect of the change on the employees;
  - (e) inviting the employee and their employee representatives to give their views about the impact of the change (including, but not limited to any impact in relation to their family and caring responsibilities); and
  - (f) giving prompt and genuine consideration to matters raised about the change.
- 8.6. Airservices is not required to disclose confidential or commercially sensitive information. Airservices will provide and discuss its reasons for not making such information available.
- 8.7. Information that is provided by Airservices to employees and their employee representatives under these provisions will be used only for the purposes for which it is provided unless Airservices expressly consents to it being used for another purpose.
- 8.8. If there are disputed issues between the parties during the consultation process, the parties acknowledge they will take all reasonable steps to resolve these issues. If the parties are unable to resolve any issues, the matters can be addressed under clause 10, "Dispute Avoidance and Settlement Process".
- 8.9. Following consultation, and once a final decision is made by Airservices to implement a change, employees and their employee representatives will be informed of that decision and steps to mitigate any adverse effects on employees.

*Consultation on changes to an employee's regular roster or ordinary hours of work*

- 8.10. For a change of the kind referred to in clause 8.3(b) Airservices will consult with affected employees and their representatives by:
- (a) providing information about the change;
  - (b) inviting the employee to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities);
  - (c) giving prompt and genuine consideration to matters raised about the change.

## 9. CONSULTATIVE BODIES

- 9.1. There will be a National Consultative Council ('NCC'). The NCC will meet twice in each calendar year, or more frequently if required. The NCC shall consist of relevant employees, any employee representatives and Airservices' senior management. The NCC may deal with matters concerning Airservices' business, structure, technology, programs and functions, where those matters also pertain to the employment relationship.
- 9.2. There will be a Professional and Technical Committee ('P&TC') which will meet three times a year or more frequently if required. The P&TC will be composed of relevant employees, any employee representatives and management representatives, including the Executive General Manager, Air Traffic Control or a senior ATC manager nominated by them. The P&TC will be a forum in which professional and technical matters are canvassed and discussed.
- 9.3. There will be Local Consultative Committees ('LCCs') which will meet as and when required. An LCC shall consist of relevant employees, any employee representatives and management representatives and deal with matters relating to local operational and workplace matters, including matters such as training, general staffing matters and workplace environment where those matters pertain to the employment relationship.
- 9.4. Where travel is required to attend any of the consultative bodies meetings, Airservices will facilitate employee representatives attendance at meetings of consultative bodies and relevant sub-committees through the provision of:
- (a) for employee representatives who are not employees of Airservices:
    - (i) payment of all reasonable travel and accommodation expenses;
  - (b) for employee representatives who are employees of Airservices:
    - (i) all reasonable travel, accommodation and incidental expenses;
    - (ii) paid leave to undertake representation business resulting from an involvement in the above activities;
    - (iii) paid additional hours for shift-working employees participating in the above activities on their rostered days off.
- 9.5. For the purposes of clause 9.4, reasonable travel and accommodation means a return economy class airfare and accommodation arranged by Airservices.

## 10. DISPUTES AVOIDANCE AND SETTLEMENT PROCESS

- 10.1. In the event of a dispute about a matter arising under this Agreement or in relation to the National Employment Standards between Airservices and an employee or employees whose employment is subject to this Agreement, the procedure to be followed to resolve the matter will be as follows:
- (a) The parties to the dispute first shall genuinely attempt to resolve the dispute at the workplace level. This will involve the relevant employee or employees meeting and conferring about the matter with their manager. All relevant information regarding the matter will be exchanged before, during, or on conclusion of such meeting/s.
  - (b) If the matter is not resolved at such meeting/s, or the nature of the matter is such that it is appropriate to raise it immediately with more senior levels of

management, then discussions will occur between the employee (or employees) and senior management as soon as practicable.

- (c) At any time during this process, an employee (or employees) who are party to the dispute may choose to be represented by an employee representative.
- (d) If the matter cannot be resolved by following the process outlined above, then any of the parties to the dispute may apply to the FWC to have the dispute subject to a process of conciliation, or such other alternative dispute resolution process which the parties agree is appropriate and which the FWC can conduct under the Act.
- (e) If conciliation (or such other alternative dispute resolution process as has been conducted by agreement of the parties) is not successful in resolving the dispute, or if the parties agree that they wish the FWC to settle the dispute without recourse to conciliation or another alternative dispute resolution process, the FWC can arbitrate the dispute and make a determination that is binding on the parties, subject to either party exercising a right of appeal against the decision to a Full Bench of the FWC.
- (f) Unless otherwise agreed by the parties to the dispute, the powers that the FWC can exercise under this clause 10.1 are those powers available to it under the Act as at the time that this Agreement commences to operate.
- (g) While a concern or dispute is being dealt with, work will continue as normal being the status quo save for any bona fide safety concerns.
- (h) The employer and employees will continue as usual in respect of work arrangements and work performed.

## **11. EMPLOYEE GRIEVANCES - EMPLOYEE GRIEVANCE BOARD**

- 11.1. There will be an Employee Grievance Board ('EGB') established for the purpose of providing an avenue of independent review in relation to certain individual employee grievances. The constitution, jurisdiction, powers, procedures and other matters relating to the EGB are set out below. The provisions also contain an explanation of the type of conduct that constitutes workplace harassment and discrimination.
- 11.2. The EGB will be constituted by:
  - (a) An independent chairperson agreed by Airservices and the nominated employee representatives;
  - (b) An employee nominated by Airservices; and
  - (c) An employee representative appointed after consultation with the employee pursuing the grievance.
- 11.3. The EGB will have power to determine grievances of individual employees regarding their treatment in the workplace or in their employment (for example, but not limited to, decisions regarding discipline or performance management, leave allocation or transfer, additional hours work and to the extent referred to below, selection for promotion), and grievances regarding harassment or discrimination in the workplace or in employment. For the removal of any doubt, a grievance can relate to a failure or omission to make a decision as well as to a decision.
- 11.4. The EGB will not be entitled to determine a grievance where the subject of the grievance concerns or requires (as the case may be):
  - (a) The termination of employment.

- (b) A consideration of or relates to the application of the provisions of this Agreement or to award provisions or standards unless clause 11.17 applies or it is otherwise expressly stated in this Agreement.
  - (c) A consideration of or relates to the application of the provisions of legislation or regulations.
  - (d) Business matters such as the purchase, disposition or maintenance of assets or property.
- 11.5. Grievances of the kind that can be dealt with by the EGB shall be first addressed through internal review processes.
- 11.6. If an employee is dissatisfied with the outcome reached through following internal review processes, they may lodge a written grievance regarding that matter with the EGB. Such grievances must be lodged within 21 days of the date the employee is notified of the outcome of the internal review process. The period of 21 days may only be extended if Airservices consents to it being extended or the EGB decides that considerations of fairness warrant an extension.
- 11.7. The EGB will determine grievances as soon as practicable after they have been lodged.
- 11.8. The EGB will determine grievances by reference to principles of fairness and the substantial merits taking into account such matters that it considers relevant, including where relevant the operation of any policies.
- 11.9. The EGB:
  - (a) Will act impartially. The nominee of Airservices and the employee representative who are members of the EGB will exercise their own independent judgment and shall not be subject to any direction from their nominators.
  - (b) Will give the parties an adequate opportunity to present their respective cases either in writing or orally or by a combination of both, as the EGB considers appropriate.
  - (c) May otherwise adopt the procedures that it thinks are appropriate to the proper determination of the grievance.
  - (d) May inform itself as it thinks fit.
- 11.10. Matters of procedure shall be determined by the Chairperson in consultation with the other members of the EGB.
- 11.11. In determining a grievance, the EGB may do any of the following:
  - (a) Dismiss the grievance and confirm the decision that is subject to the grievance;
  - (b) Uphold the grievance in whole or part and revoke the decision that is subject to the grievance in whole or part;
  - (c) Modify the decision that is subject to the grievance;
  - (d) Direct that the decision or part of it be reconsidered by Airservices having regard to the reasons of the EGB.
- 11.12. The members of the EGB will endeavour to reach a unanimous determination. If unanimity is not possible, the Chairperson of the EGB will be entitled to make the determination.
- 11.13. A determination of the EGB is binding on and only on Airservices and the employee in relation to the grievance concerned and is not to be treated as determinative of any other grievance. Determinations of the EGB will be final and not subject to any appeal.

- 11.14. The EGB will give written reasons for its determination. The Chairperson of the EGB will formulate those reasons in consultation with the other members of the EGB. If a member of the EGB does not agree with the determination they may have that recorded in the determination and may provide dissenting reasons to accompany the determination.
- 11.15. Both Airservices and the employee who has lodged the grievance will co-operate with the EGB in terms of the provision of information sought by it and in achieving the determination of a grievance as soon as practicable after it has been lodged.
- 11.16. If an employee concerned in this process so chooses, they may be assisted or represented in the process by an employee representative. The employee will notify the EGB and Airservices if they are to be assisted or represented in this way.
- 11.17. The EGB can determine a grievance even though to do so would involve the consideration or application of the provisions of this Agreement or award provisions or standards provided:
- (a) The parties consent to it doing so; or
  - (b) The grievance:
    - (i) relates to a selection for promotion decision and the position concerned has a maximum salary that is no greater than that prescribed for SY TTCU; and
    - (ii) is that the decision was not determined by a proper assessment of the relative efficiency of the employee lodging the grievance and the successful employee.
- 11.18. For the purposes of the determination of a grievance of the kind referred to in clause 11.17(b)(ii), the question of the relative efficiency of employees shall be regarded by the EGB as entailing an assessment of the relative abilities, qualifications, experience, standard of work performance and personal qualities of the relevant candidates in relation to the position concerned.
- 11.19. If Airservices considers that the EGB is not entitled to determine a particular grievance because the decision that is subject to it is a decision referred to in clause 11.4, it will request the EGB to rule on that matter and the EGB will rule on that matter once it is satisfied that it has sufficient information upon which to do so.
- 11.20. If at any time during the process of dealing with the grievance, the EGB considers that a grievance lacks substance, is trivial or is vexatious, it can dismiss the grievance.
- 11.21. Unless otherwise agreed by Airservices and the employee concerned, a decision that is subject to a grievance under this clause 11 will remain effective and in operation until it is revoked or modified by determination of the EGB.
- 11.22. An employee shall not be entitled to lodge or pursue a grievance in the EGB if they or their employee representatives are seeking any relief or remedy in any Court or Tribunal in connection with the decision which would be or which is the subject of their grievance in the EGB.
- 11.23. An employee who has lodged a grievance and an employee who is assisting or representing them in relation to that grievance shall be released from duty in order to participate in any hearing convened by the EGB for the purpose of determining the grievance. Such employees will give notice to their Manager of their need to be released from duty for that purpose as soon as they are notified of the date of the hearing concerned.



- 11.24. If the hearing of a grievance occurs on a rostered day off, the employee who has lodged a grievance and the employee (if any) who is assisting or representing them in relation to that grievance will be permitted to negotiate time off in lieu in the two months following the hearing.
- 11.25. Airservices will meet the following costs, where required to facilitate attendance at a hearing:
- (a) Employee representative on EGB: Return economy class airfare and reasonable accommodation expenses arranged and paid for by Airservices
  - (b) Employee who has lodged a grievance: Reasonable travel, accommodation and incidental expenses.

## 12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 12.1. Airservices and an individual employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement if the IFA:
- (a) deals with one or more of the following matters:
    - (i) remuneration;
    - (ii) arrangements for when work is performed, such as hours of work, starting times, shift lengths and breaks;
    - (iii) overtime rates;
    - (iv) penalty rates;
    - (v) allowances;
    - (vi) leave loading.
  - (b) meets the genuine needs of Airservices and the employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) is genuinely agreed to by Airservices and the employee.
- 12.2. An IFA must be made genuinely without coercion or duress.
- 12.3. Airservices must ensure that the terms of an IFA:
- (a) result in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if no IFA were agreed;
  - (b) must be about matters that would be permitted matters if the IFA were an enterprise agreement; and
  - (c) must not include a term that would be an unlawful term if the IFA were an enterprise agreement.
- 12.4. An employee may choose to be represented by an employee representative or another person in discussions on a proposed IFA. Employee representation does not mean the consent of the employee representative is required for the making of an IFA.
- 12.5. Airservices must ensure that the IFA:
- (a) is in writing;
  - (b) names the parties to the IFA;



- (c) is signed by Airservices and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian) and specifies:
  - (i) the particular terms of this Agreement the operation of which Airservices and the individual employee have agreed to vary;
  - (ii) the nature of the varied arrangements proposed and how they will operate;
  - (iii) how the IFA results in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if the IFA were not made; and
  - (iv) the period for which the IFA will operate.
- 12.6. Airservices must give the individual employee a copy of the IFA within 14 days after it is agreed to and keep the IFA as a time and wages record.
- 12.7. An IFA may be terminated:
  - (a) by Airservices or the employee giving 28 days' notice of termination, in writing, to the other party – in which case, the IFA will cease to operate at the end of the notice period; or
  - (b) at any time, by written agreement between Airservices and the employee.

### **13. GROUP FLEXIBILITY ARRANGEMENTS**

- 13.1. A Group Flexibility Arrangement (GFA) may vary the application of terms of this Agreement that deal with arrangements for when work is performed including hours of work, starting times, shift lengths and breaks.
- 13.2. A GFA must:
  - (a) be made genuinely without coercion or duress; and
  - (b) result in each member of the group of employees concerned being better off overall compared to the position that they would be in if no GFA was made.
- 13.3. The process for making and putting into operation a GFA will be the following:
  - (a) The proposed GFA must be formulated in writing specifying:
    - (i) the particular group of employees who will be directly affected by it ('the relevant employee group');
    - (ii) the particular terms of this Agreement the operation of which will be varied under the proposed GFA;
    - (iii) the nature of the varied arrangements proposed and how they will operate;
    - (iv) the period for which the GFA will operate.
  - (b) The proposed GFA must be provided to employees in the relevant employee group and to the employee representative allowing at least 14 days for comment and any discussion about it. If as a result of comment and discussion the proposed GFA is amended (other than in a technical way), the process referred to in the following sub-paragraph (c) will not be instituted until 7 days after the amended proposed GFA is published so as to enable it to be reviewed and commented upon by employees and the employee representative as they think necessary.

- (c) If following the expiration of the period for comment and discussion, Airservices wants to seek to make the GFA either as originally proposed or in an amended form, it will:
  - (i) provide a copy of the GFA either electronically or in hard copy to each of the employees in the relevant employee group and to the employee representative;
  - (ii) over a period of no less than 7 days conduct a vote of the employees in the relevant employee group about whether or not they want to make the GFA;
  - (iii) at the beginning of the voting period inform employees in the relevant employee group by way of e-mail and, if they are absent from the workplace during the period of the vote, also by telephone message, of the conduct of the vote and the final day and time for casting a vote.
- (d) If a two-thirds majority of the employees in the relevant employee group at the time, vote in favour of making the GFA, it will be regarded as having been made and it will operate according to its terms in respect of all employees who are or who become members of the relevant employee group during the period of its operation. The relevant employee group may nominate an employee representative to oversee the conduct of the vote.

13.4. Once it is ascertained, the outcome of the vote will be notified to the employees in the relevant employee group and to the employee representative and if the GFA has been made, it will be posted on the Airservices intranet, a copy provided to the employee representative and it will be kept as a time and wages record.

13.5. An employee in respect of whom a GFA operates can terminate its operation in relation to them by the provision of 45 days written notice to Airservices. Airservices in relation to one or more of the members of the group of employees, in respect of whom a GFA operates, can terminate its operation by the provision of 45 days written notice to the employee or employees concerned. If the employee concerned so requests, the employee representative will be provided with a copy of any notice of termination provided under this clause 13.5.

#### **14. EMPLOYMENT DETAILS**

14.1. Employees who are engaged on or after the date this Agreement commences to operate will be notified in writing of their category of employment, classification, current workplace location/s and their salary.

14.2. An employee may request Airservices to provide them with written notification of their current category of employment, classification, workplace location/s and salary, and in that case Airservices will provide them with that written notification as soon as practicable.

14.3. Where a change is made to an employee's category of employment, classification, workplace location/s or salary, the employee will be advised in writing.

#### **15. EMPLOYMENT OBLIGATION**

15.1. An employee must comply with lawful and reasonable instructions given to them by Airservices.

#### **16. LEGAL REPRESENTATION, INDEMNITY AND RELEASE ARRANGEMENTS**

16.1. Airservices will indemnify and release employees against all claims and demands made against them by any person (including by Airservices, employees of Airservices,

customers of Airservices and legal personal representatives) where the claim or demand is made as a result of injury or loss to a person or property as a result of the employee's negligence or alleged negligence in performing an employee's duties in the course of employment except where such injury or loss was caused wilfully by the employee or was caused by gross dereliction of duty on the part of the employee.

- 16.2. Under the indemnity provided by this clause 16 Airservices will provide legal counsel and defend an employee and an employee's estate in any legal action arising in connection with the performance of an employee's duties, and indemnify an employee and hold an employee harmless from any judgment resulting from such legal actions.
- 16.3. In a case where an employee considers that they do not want to take advantage of the legal representation provided under clause 16.2, but rather wants to receive separate legal advice and/or representation, Airservices will give consideration, having regard to the circumstances of the case overall, to the payment of legal costs incurred in respect of that legal advice or representation or part thereof.
- 16.4. After consideration of Airservices' operational requirements, Airservices will release an employee from duty without loss of pay to act as a witness for a time sufficient to prepare and for appearances before:
  - (a) A Coroner's inquest;
  - (b) Royal Commission; or
  - (c) Any other inquiry where it is alleged an employee or group of employees were negligent in performing their duties in the course of their employment.

## **17. EMPLOYEE REPRESENTATIVES**

- 17.1. The parties to this Agreement recognise that air traffic control is a demanding role which requires high levels of responsibility due to the nature and complexity of tasks involved. The roles, responsibilities and duties of employees covered by this Agreement in the provision of Air Navigation Services are highly specialised, uniquely skilled, safety critical and closely regulated.
- 17.2. Employee representatives play an important role in supporting employees undertaking these roles, responsibilities and duties.
- 17.3. Employees have the right to be represented by employee representatives, including in:
  - (a) discussions regarding their interests in the workplace;
  - (b) their employment under this Agreement;
  - (c) consultation on changes that are likely to have a significant impact on employees covered by this Agreement;
  - (d) consultation on changes to an employee's regular roster or hours of work;
  - (e) collective bargaining consistent with the provisions of the Fair Work Act;
  - (f) discussions at relevant forums organised by parties covered by this Agreement.
- 17.4. Airservices will respect and facilitate the role of employee representatives in accordance with relevant legislation. Airservices and employee representatives will deal with each other in good faith.
- 17.5. Employee representatives will be entitled to fair treatment in the performance of their role without any discrimination in their employment. Time will not be unreasonably withheld to facilitate the role of employee representatives subject to operational requirements.

- 17.6. The release of employee representatives will be subject to Airservices operational requirements and policies and the need for efficient provision of service. In this context, employee representatives should discuss arrangements with their supervisors to ensure that time allocated to undertake their role is reasonable.
- 17.7. Employee representatives will advise Airservices as soon as practicable, in writing that they have been elected or nominated.
- 17.8. Airservices will provide reasonable time and support to the role of employee representatives in representing employees' interests.
- 17.9. Employee representatives have a responsibility to consult their immediate supervisor as soon as practicable in relation to their activities and the support they require so that appropriate arrangements can be made in a timely manner.

## 18. CATEGORIES OF EMPLOYMENT

- 18.1. Airservices can employ an employee in any one of the following categories, in which case any particular conditions that are specified in this clause 18 as being associated with employment in that category will apply:

- (a) *Probationary employment:*

- (i) Employment on the basis that a probationary period of three months applies (unless the probationary period is a longer period which is expressly stated to be associated with the successful completion of a formal period of training according to a formal assessment mechanism). An employee's probationary period will count as service.
- (ii) During the probationary period an employee will be advised by Airservices that the employee's employment will be continued, or that Airservices will not be continuing the employee's employment. Either the employee or Airservices may terminate the employee's employment during the probationary period by giving two weeks' notice or payment in lieu.

- (b) *Permanent full-time employment:*

Employment on the basis that the employment is permanent and that the employee's ordinary hours of work will be an average of 36 hours per week calculated and worked in accordance the ordinary hours of duty clause contained in this Agreement

- (c) *Permanent part-time employment:*

- (i) Employment on the basis that the employee works for Airservices on a permanent basis for less than the ordinary hours of work prescribed for a permanent full-time employee.
- (ii) A permanent part-time employee will receive, on a pro-rata basis, equivalent pay and conditions to a permanent full-time employee of the same classification, unless otherwise specified under this Agreement. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Agreement. Long service leave entitlements for part-time employees will be provided and administered in accordance with the LSL Act.
- (iii) Before commencing, the employee and Airservices will record their agreement in writing to the following in relation to the employee's employment:

- (a) The ordinary hours to be worked;
  - (b) The days to be worked; and
  - (c) The commencing and finishing times for the work.
- (iv) A part-time day worker will work a minimum of three consecutive ordinary hours on any day. (Minimum shift lengths for shift workers are dealt with in clause 19.4).
  - (v) The parties to this agreement support part-time employment and will work to give access to part-time employment to accommodate employees' ability to balance their inside and outside of work responsibilities and in order to promote the retention of older shift workers who may wish to reduce their hours.
  - (vi) A request from an employee to work part-time, who is a parent or who has caring responsibilities, will be approved as long as there are not significant operational reasons not to do this.
  - (vii) In addition to the above, an employee who is a parent, or has a responsibility for the care of a child who is under 18 years of age may make a request to Airservices for a change in working arrangements for the purpose of assisting the employee to care for the child. Such a request must be in writing and must set out details of the change sought and the reasons for the change. Airservices must provide a written response to such requests within 21 days and will only refuse such requests on reasonable business grounds. If such a request is refused, Airservices will include details of the reasons for the refusal in the written response.
- (d) *Casual employment:*
- Employment on the basis that the employee is not a permanent employee and that:
- (i) The employee's hours of work and employment are irregular and intermittent, subject to the employee's availability to work and Airservices' need for the employee's services;
  - (ii) There is no obligation on Airservices to provide an employee work;
  - (iii) Each engagement is a separate period of employment with the employee employed by the hour with wages accruing from day to day and paid fortnightly;
  - (iv) The rate of pay is based on the relevant hourly rate applying to a permanent full-time employee at the same classification, plus a loading of 25%; and
  - (v) The employee is not entitled to any paid leave entitlements (other than long service leave), period of notice or the termination or redundancy provisions under this Agreement.
- (e) *Fixed term employment:*
- Employment on the basis that the employee is employed by Airservices for a fixed period of time for the purpose of a specific task, or project, as agreed between an employee and Airservices in writing and that:
- (i) Any such engagement is subject to the termination of employment provisions of this Agreement;
  - (ii) If the employee is continuously employed for more than 12 months, including roll-over or consecutive fixed term engagements, an employee will be entitled to be permanently appointed at the appropriate level of the classification

- structure for which the employee was employed under the employee's last fixed term engagement.
- (iii) This does not apply to fixed term employment on a discrete project (which may include covering an employee's absence on a career break or to assist in reducing excess recreation leave) for a finite period greater than 12 months with no further employment prospect on completion;
  - (iv) The employee's fixed term employment will count as service, if an employee is permanently appointed at the conclusion of the employee's fixed term engagement;
  - (v) The employee will receive on a pro-rata basis equivalent pay and conditions to a permanent full-time or part time employee (as applicable) of the same classification, unless otherwise specified under this Agreement.

## 19. HOURS OF WORK

19.1. An employee will be consulted and Airservices will endeavour to accommodate an employee's preferences for working hours considering an employee's personal needs and impact on family and work life. These preferences must meet the relevant legislative requirements, Airservices' business needs, and take account of the effect on other members of an employee's group.

### 19.2. *Definitions*

In these provisions:

- (a) **"One clear day off"**, consists of a minimum of thirty (30) hours including twenty-four (24) hours time off duty commencing at midnight.
- (b) **"Two clear days off"**, consists of a minimum of fifty-four (54) hours including forty-eight (48) hours time off duty commencing at midnight.
- (c) **"Three clear days off"**, consists of a minimum of seventy-eight (78) hours including seventy-two (72) hours time off duty commencing at midnight.
- (d) **"Quick Change"**, means rostered return to duty after less than fourteen (14) hours time off unless it includes the total sleep period.
- (e) **"Sleep Period"**, means the hours between 2300 and 0600 local time.
- (f) **"Night shift"** means a shift that contains all of the period 0001 – 0459 local time. This clause shall be read in conjunction with clause 19.5(a) (*Commencement and cessation of work*) of this Agreement.
- (g) **"Hours worked"** means actual shift duration worked.
- (h) **"Hours acquitted"** means three (3) times shift duration before 0600; plus actual shift duration after 0600.
- (i) **"Base Roster"**, sets out the pattern of shifts to be worked by the group showing the number of consecutive days rostered on/rostered off and the start and finish times of each shift.

### 19.3. *Ordinary hours of duty*

- (a) An employee's total rostered ordinary hours of duty will not exceed an average of seventy-two (72) hours per fortnight inclusive of shift hand-over duties.
- (b) The seventy-two (72) rostered ordinary hours will be averaged over the acquittal period for the roster concerned.
- (c) At the issue of a roster, the acquittal period shall not exceed the intended operational period of the roster.

### 19.4. *Length of shift*



To provide flexibility in rostering whilst maintaining suitable WHS protection for employees, the following will apply:

- (a) Except when agreed by the way of a IFA or GFA the length of shift will not exceed:
  - (i) 8 hours for SY TTCU;
  - (ii) 9 hours for Enroute, TMA/TCU, Radar Towers (excluding SY TTCU);
  - (iii) 10 hours for Regional/Metro D Towers.
- (b) In all cases the length of a shift will not be less than six (6) hours.
- (c) A night shift will not be longer than 8 hours.
- (d) Shift lengths of up to 8 hours will be defined in increments of 15 minutes.
- (e) Shift lengths over 8 hours will be defined in increments of 30 minutes
- (f) All other provisions relating to the rostering of ATCs.

19.5. *Commencement and cessation of work*

- (a) No rostered shift will commence or cease between the hours of 0001 and 0459 local time.
- (b) Where shifts commence before 0600, hours worked before 0600 shall be acquitted three (3) times (for example, a shift nominally of eight (8) hours duration commencing at 0500 shall cease at 1100 but be acquitted as eight (8) hours worked).

19.6. *Extension of rostered shift*

- (a) With an employee's consent, a rostered shift may be extended prior to the scheduled commencement time and/or beyond the nominal finishing time, provided that the total hours acquitted for the shift do not exceed ten (10) hours.
- (b) An employee's consent will not be unreasonably withheld.

19.7. *Consecutive shifts*

- (a) The minimum number of consecutive rostered shifts will be three (3)
- (b) The maximum number of consecutive rostered shifts will be five (5).
- (c) The maximum number of consecutive rostered shifts identified in (b) above can be varied by agreement between Airservices and an employee (or group of employees) to a maximum of six (6).
- (d) The maximum number of hours acquitted that can be rostered in consecutive shifts will be forty eight (48).
- (e) The maximum number of consecutive shifts worked, inclusive of additional duty or emergency duty, will be ten (10); and
- (f) the maximum number of hours acquitted in consecutive shifts inclusive of additional duty or emergency duty, will be eighty (80),

19.8. *Time off between shifts*

To provide flexibility in rostering whilst maintaining suitable WHS protection for employees, the following will apply.

- (a) The minimum duration of a time off period between successive shifts, rostered or worked, shall be:

Shift Length (hours acquitted)	Hours to commencement of next ordinary hours shift
8 or less	10
8.5	10.5
9	11

9.5	11.5
10	12



**Note:** In the case of recall for additional hours duty, the minimum time off will be eight (8) hours. Additional hours may be declined due to fatigue if the break between shifts as defined above is infringed.

- (b) Three (3) clear days off will be rostered following a run of six (6) consecutive shifts or following a run of consecutive shifts totalling more than forty (40) hours acquitted.
  - (c) Two (2) clear days off will be rostered following a run of five (5) consecutive shifts or consecutive shifts totalling more than thirty (30) hours acquitted .
  - (d) In each twenty-eight (28) day period, measured with reference to the commencement of the roster cycle concerned, a minimum of eight (8) days off will be rostered, including a minimum of two (2) clear days off on at least two (2) occasions.
  - (e) Rosters will not contain more than seven (7) quick changes in any six (6) week period, measured continuously.
- 19.9. There will be Local Rostering Representatives ('LRRs') nominated by employees who will meet as and when required. In any case where Airservices intends to affect a change to existing base/regular roster arrangements, it will consult with LRRs. In addition to the provisions in clause 8 (*consultation on change*), Airservices will:
- (a) develop and provide three or more alternative base rosters for consideration;
  - (b) consult with LRRs in relation to those or any other local alternatives presented that meet operational objectives;
  - (c) give prompt and genuine consideration to matters raised;
  - (d) seek to reach agreement;
  - (e) implement any change in accordance with LRRs preference on roster alternatives.
- 19.10. Where the implementation of a particular roster is required to be supported by a Group Flexibility Arrangement in accordance with clause 13, the LRRs will also be consulted about the Group Flexibility Arrangement.
- 19.11. Airservices will ensure that matters concerning fatigue management, WHS and equity principles are fully considered in the management of shifts.
- 19.12. An employee will progress through the Base Roster in an orderly way.
- 19.13. It is acknowledged that while progression through the Base Roster pattern of shifts is the ideal principle, changes are sometimes necessary for a range of reasons. The following describes the agreed processes to facilitate these roster changes.
- 19.14. To give effect to 19.1 and 19.11 to 19.13, Airservices will, as part of its roster preparation processes:
- (a) collect roster inputs (includes business and operational needs and employee requests);
  - (b) create a draft roster based on roster inputs;
  - (c) provide the draft roster, highlighting any proposed significant changes against the base roster, including any explanatory notes.

A significant change is a change to the pattern of rostered days on or off, or a change to shift start or finish times by greater than 2 hours.

Provision of the draft roster will be by electronic means. It is the employee's responsibility to review the draft roster and provide feedback to Airservices.

Airservices will consider the feedback provided prior to publishing the roster.

19.15. *Notification of rosters*

- (a) Rosters shall be published with at least forty-five (45) days notification. Where reasonably practicable, a roster incorporating the period 20 December to 10 January will be made available to employees by 21st October.
- (b) In the event Airservices initiates a change to an employee's published roster, Airservices will consult with the affected employee by:
  - (i) providing information about the change;
  - (ii) inviting the employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
  - (iii) allowing the employee to be represented for the purpose of consultation; and
  - (iv) giving prompt and genuine consideration to matters raised about the change by the employee
- (c) In the event that Airservices initiates a change to a published roster which results in changes to the time of an employee's rostered shift, that employee will be entitled to receive payment at the additional duty rate for that portion of the shift that falls outside the original rostered hours of duty, unless an employee has been given at least 48 hours' notice.
- (d) Where an employee is given less than seven (7) days' notice of a shift change, an employee is entitled to receive payment at the additional hours rate (refer clause 19.22(a)), unless Airservices could not reasonably have given seven (7) days' notice of the change.

19.16. *Breaks within shifts*

To provide flexibility in rostering whilst maintaining suitable WHS protection for employees, the following will apply:

- (a) In accordance with Work Health and Safety principles (fatigue risk management assessment and screen based work), an employee will be entitled to periods of relief from an employee's operational duties. As a minimum, breaks will be provided during shifts as follows:

Shift Length (hours worked)	Total relief breaks within shift (minutes)
8 or less	30
8.5	75
9	90
9.5	105
10	120

- (b) In situations where only single-person staffing is provided or on night shifts, Airservices will monitor the Work Health Safety aspect of shift lengths and operational duty requirements for the provision of breaks on safety and risk assessments.
- (c) Where the break or breaks patterns are available as a result of the nature of the duties and/or workload patterns of particular positions, no further provision need be made for relief. Where this is not the case, the break or breaks may be provided

by combining positions where this is possible or where necessary by rostered relief employees.

19.17. *Breaks from continuous duty*

- (a) ATCs should not work more than 2 hours without a break but must not exceed 3 hours without a break, except in extraordinary circumstances which could not have been reasonably foreseen by Airservices.
- (b) Where such extraordinary circumstances occur, the denial of the break can only be for a limited period of time whilst these circumstances are addressed by Airservices. This will include the situation where Airservices is unable to replace a shift because less than 8 hours' notice has been provided to Airservices of a staff member's absence. In these circumstances, breaks of limited duration may be accommodated through the use of contingency arrangements.
- (c) Vacant shifts, planned or unplanned, with a notification period in excess of 8 hours are not to be regarded as an extraordinary circumstance and normal breaks will apply.
- (d) Any extension of the period of which the break is taken must not compromise safety.

19.18. *Stand-by rosters ('Grey Days')*

- (a) Where Airservices considers it appropriate to do so, rosters may be drawn so as to include provision for employees to be rostered on stand-by shifts. These 'grey day' stand-by shifts will be shifts on which employees will be rostered on stand-by for relief in the event of absence of an employee who is rostered on duty.
- (b) When rostered on stand-by, an employee will be rostered for a specific shift on a specific day. This rostered stand by shift will be called the "nominal shift". Such shift will not commence before 0600 local time and will not be of more than of eight (8) hours duration.
- (c) When on stand-by an employee will not attend for the nominal shift unless called in. However, the employee must be available to be called in to perform duty for a period representing twice the length of the nominal shift and the employee shall be "on call", for a period of nine (9) hours or such other period as agreed provided that the employee will be:
  - (i) stood-down one (1) hour after the commencement of the last shift in the stand-by period.
  - (ii) available to report for duty at the nominated start time or in any event not later than two (2) hours after notification.
- (d) When rostered on stand-by an employee will be paid at their ordinary rate of pay for a shift in respect of the nominal shift whether or not they are required to attend for duty.
- (e) Provisions of these principles relating to shift commencement, cessation and extension and time off apply to the time actually worked.

19.19. *Mutual changes of shift*

- (a) Mutual changes of shift between employees are permitted subject to Airservices' approval and provided that shifts worked are in accordance with the maximum shift runs, hours acquitted and time off provisions of these principles.
- (b) Where an employee elects to mutually change shifts of differing lengths Airservices will not withhold approval unreasonably. Financial considerations,

including shift allowances, and acquittal are a matter for an employee to consider in deciding to mutually change shifts.

19.20. *Voluntary On-Call Rostered Shift Scheme*

- (a) Where Airservices determines there are operational reasons for it, Airservices can ask for volunteers in a group to participate in an on-call rostered shift scheme.
- (b) A scheme will involve an invitation to employees to nominate for five on-call shifts in a three month period. However, an employee can nominate to participate in less than five on-call shifts.
- (c) Once Airservices has received sufficient nominations from employees to participate, it will allocate the on-call shifts amongst the employees who have nominated in a manner in which it considers is appropriate, but in no case allocating more than five on call shifts to any employee and no more than the number of shifts for which an employee has nominated. Upon allocation of the shifts, each employee to whom shifts have been allocated shall become a participant in that particular voluntary on-call rostered shift scheme.
- (d) Each participant will be paid an amount equal to the amount they would normally receive for 4 (four) ordinary hours worked for each shift they are allocated. The payment shall be made in the pay period that the voluntary on-call shift was rostered to occur.
- (e) A participant for their part will be on-call, contactable, and prepared to do each of the shifts allocated to them under the scheme in which they are participating.
- (f) If a participant is called in, they will be additionally paid for the hours worked at the Additional Hours rate.
- (g) If as a result of a genuine emergency situation a participant is not able to perform a shift which they have been allocated under a scheme, they shall notify Airservices as soon as practical. In that case they will be under an obligation to do a replacement on-call shift.
- (h) If a participant informs Airservices that they are not able to perform a shift which they have been allocated under a scheme for other than genuine emergency reasons, or during a scheme on a second occasion for any reason, their participation in the scheme will cease.

19.21. *Additional Hours*

- (a) An employee has an obligation to work a reasonable amount of additional hours where it is necessary to meet operational requirements. This obligation is subject to the provisions in the remainder of this clause.
- (b) If, having regard to the matters set out in (i) to (v) below, it would be unreasonable for an employee to work the additional hours, the employee does not have an obligation to work those hours:
  - (i) any risk to the employee's health and safety;
  - (ii) the employee's personal circumstances, including family responsibilities;
  - (iii) the needs of the workplace;
  - (iv) the notice given by Airservices of the requirement to work the additional hours and any notice the employee has given about their availability or unavailability to perform additional hours work in a particular period;
  - (v) any other relevant matter.
- (c) If an employee is asked to work additional hours and after considering the matters mentioned in clause 19.21(b)(i)-(v), the employee concludes that it would be unreasonable for them to work those additional hours, they may decline to work

those hours and they will not be required to work those particular hours. In that event, Airservices is entitled to ask the employee to provide the reason or reasons for their conclusion and if Airservices wish to dispute whether the refusal is justified under this clause 19.21, it can do so, in which case the dispute will be dealt with in accordance with clause 10 (*Disputes Avoidance and Settlement Process*).

19.22. *Penalty Rates: ATCs, FDCs, SSOs & ADTs*

- (a) ATC (including Operational Support Specialists) or FDC employees who are required to work any additional hours outside of their ordinary hours of work will be paid at the rate of 1.85 for all additional hours worked. In circumstances where an ATC or FDC employee has ceased work, and is recalled to duty, the employee will be paid a minimum of four (4) hours.
- (b) Simulator Support Officers (SSO) and Airways Data Team (ADT) employees who perform work outside their ordinary hours of work will be paid according to the following rates with payment determined by multiplying the additional hours worked by the relevant factor appearing in the table below:

<b>Additional Hours</b>	<b>SSO/ADT</b>
<i>Mon-Fri – 1st three (3) hours</i>	1.15
<i>All other hours</i>	1.53
<i>Public Holidays</i>	1.91

19.23. *Rest Relief*

- (a) If an employee is required to work additional hours and there is less than eight (8) hours break to an employee's next rostered shift commencement time, an employee will not be required to attend for ordinary duty until an employee has been absent for eight (8) hours (plus reasonable travelling time). An employee's pay will not be reduced for the period of such absence.
- (b) If an employee is directed to work without eight (8) consecutive hours off duty (plus reasonable travelling time), an employee will be paid by multiplying the hours worked by the relevant factor appearing in the table below using an employee's commuted hourly rate until an employee has received the required break:

<b>Rest Relief</b>	<b>SSO/ADT</b>	<b>ATC/FDC</b>
<i>All hours until required break received</i>	1.53	1.85

- (c) The rest relief provisions do not apply where the period of emergency duty is less than three (3) hours, or less than three (3) additional hours is worked immediately prior to the commencement of a rostered shift.

19.24. *Time off in lieu*

- (a) In lieu of payment for additional hours, an employee may request time off to be credited on an hour for hour basis. In the alternative, an employee may request a combination of payment and time off in lieu.
- (b) If an employee is required to travel away from an employee's normal place of work outside an employee's total rostered hours of duty and those hours would otherwise be additional to the rostered hours per fortnight, an employee will be credited with time off in lieu in accordance with this clause.
- (c) Wherever possible, time off in lieu will be provided at a time mutually acceptable to an employee and an employee's manager, consistent with operational requirements.

- (d) Where mutual agreement for utilisation of accrued time off in lieu is reached, the time off shall be treated as rostered time off in relation to the provisions of Clause 19 (*Hours of Work*).

19.25. *Emergency Duty: SSO/ADTs*

- (a) SSO or ADT employees may be required to work emergency duty, that is, work in circumstances where they are recalled to work in order to meet an emergency at a time when the employee would not ordinarily have been on duty and notice of which was not given prior to an employee's ceasing duty on the previous shift.
- (b) Payment for emergency duty is determined by multiplying the additional hours worked by the relevant factor appearing in the table below.

Emergency Duty	SSO/ADT
<i>All hours</i>	<i>1.53</i>

- (c) Emergency duty performed on public holidays will be paid in accordance with this clause, except where payment under the public holiday additional hours provisions, excluding travel time and motor vehicle allowance, would be greater.
- (d) The period of emergency duty for which an employee will be paid will include one hour's travel in each direction.
- (e) In circumstances where an employee has ceased work and is recalled to duty, an employee will be paid a minimum of four hours.
- (f) If an employee is required to use their own motor vehicle to attend for, and return from, emergency duty, an employee will be paid motor vehicle allowance.
- (g) An emergency duty payment does not apply where an employee's shift commencement time is varied to meet an emergency.

19.26. *Public Holiday Penalty*

- (a) If an employee is required to perform ordinary duty on a public holiday (refer clause 49 (*Public Holidays*)), payment will be determined by multiplying the hours worked by 1.97 using an employee's hourly rate.
- (b) If an employee is not required to perform ordinary duty on a public holiday (refer clause 49 (*Public Holidays*)) and is on their rostered day off, an employee will be paid a penalty of 0.79 for the average hours worked per shift of the base roster applicable to the employee; or credited time off in lieu on an hour for hour basis (refer clause 19.24).

19.27. *Operational Support Specialists - Special Conditions*

- (a) If an employee is employed in an operational shift-working capacity and is required to hold and maintain a licence/rating or certificate of competency, and they are seconded to carry out specialist support duties for a period not exceeding 24 months, for the period of the secondment the employee will continue to receive the base salary they would receive in their operational position as provided in Attachment 1. If an employee is a licensed and rated ATC Instructor and they are appointed on secondment as the leader of a team of ATC instructors, the employee will receive the salary for a supervisor at the location of an employee's permanent employment, or the CSS/SS salary, whichever is the higher.
- (b) Should the period of such secondment exceed 24 months, Airservices will review the arrangement to determine whether continuation of the secondment is appropriate. If the secondment continues, the employee will continue to receive for the period of continuation of secondment the base salary they would receive in their operational position as provided in Attachment 1.



- (c) Where the secondment is not continued, the employee will have the opportunity to return to an employee's operational position or to be appointed permanently to a position in the area to which they had been seconded (or an area related to it) at a classification level appropriate to their skills and experience under the industrial instrument that regulates employment conditions pertaining to that position or if there is no such instrument, under individual contract conditions.
- (d) The parties agree that either may initiate negotiations for an enterprise agreement which will regulate the employment conditions of Operational Support Specialists who are permanently employed in a non-operational role either under the preceding sub-clause or through a process of recruitment.

## 20. TRAVEL STANDARD

20.1. When travelling on official business the following travel standards will apply:

- (a) Air travel will be economy class where the difference between published departure and arrival time is no greater than three (3) hours and business class (where available) where the difference between published departure and arrival time is greater than three (3) hours
- (b) Surface public transport will be the highest class available.

## 21. TRANSFERS

21.1. An employee will have the opportunity to transfer between geographic locations to cater for circumstances where placements occur as a result of redeployment, consolidation of functions, individuals returning from a secondment, mutual exchanges, compassionate transfers, equal opportunity, and other employee movements such as a recruitment/selection exercise or promotion.

21.2. *Definitions*

In this clause:

**"Compulsory Transfer"**, means Airservices have directed an employee to transfer due to part of Airservices' operations moving to a new geographic location.

**"Dependant"**, for the purposes of transfer entitlements, is an employee's domestic partner or child who normally resides with an employee, and who moves with an employee or to join an employee. Airservices may deem another person that does not fit this definition as a Dependant where it is reasonable to do so.

**"Home"**, means a dwelling occupied at the Home Location, which an employee and an employee's family owned, ordinarily lived and housed an employee's possessions immediately before the employee was notified of the transfer in writing.

**"Home Location"**, means the geographic location where an employee usually works and lives.

**"New Location"**, means the geographic location to which an employee has been transferred.

**"Permanent Transfer"**, means an employee's New Location becomes the employee's Home Location on transfer.

“**Temporary Transfer**”, means an employee takes up duties temporarily away from an employee’s Home Location for a period not expected to exceed 12 months.

“**Term Transfer**”, means Airservices require an employee to take up duty for a period of one to two years at a location designated for term transfer conditions.

21.3. *Principles*

- (a) An air traffic controller is generally transferable for the purposes of Term and Permanent Transfers. An employee may be transferred to any position at level for the reasons of operational efficiency, development of the employee, equal opportunity and for compassionate reasons.
- (b) The basic principle Airservices will use in the application of these provisions is that an employee will be reimbursed for reasonable expenses that would not have been incurred by the employee if the employee was not transferred. Where there is any doubt as to what an employee is entitled to under this clause, this principle will be applied.
- (c) An employee will be given as much notice as possible of the date of transfer and of the completion date of the transfer if appropriate.
- (d) Designated Term Transfer locations are Alice Springs or any other location designated by Airservices from time to time.
- (e) Term Transfers will be progressed with a minimum of three months’ notice and transfer periods greater than two years or extensions of Term Transfers require an employee’s agreement.
- (f) To be reimbursed for an expense incurred under this clause, employees shall provide a tax invoice or other evidence such as a Statutory Declaration..
- (g) A reference to ‘cost’ or ‘expense’ in this clause 21 includes a reference to a cost or expense incurred by a transferring employee’s Dependant or by the employee in providing for a Dependant.

21.4. *Transfer on recruitment or at an employee’s request*

- (a) Compulsory Transfer entitlements do not apply if an employee was advised on commencement of employment that relocation was scheduled or periodic relocation was expected.
- (b) On recruitment of a new employee or transfers on an own time own expense basis, any transfer assistance will be at Airservices’ discretion.
- (c) Where transfers are arranged for compassionate reasons, any assistance will be determined by Airservices.
- (d) An employee may request a transfer on an own time own expense basis and Airservices may approve such a request provided that:
  - (i) No vacancy exists under clause 29 of this Agreement
  - (ii) Any transfer assistance will be at Airservices discretion.



21.5. *Temporary Transfer entitlements*

If an employee is required to temporarily transfer, an employee will be reimbursed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for the period of transfer;
- (b) Reunion fares every three months, or where agreed, more frequently;
- (c) For the first 21 days of the transfer, a travel allowance consistent with ATO Taxation Determination 2019/11, as varied from time to time, or reasonable accommodation, meals and incidental expenses charged to the employee's travel card will be paid;
- (d) After 21 days and when accommodation with full cooking facilities cannot be found, accommodation costs shall be reimbursed consistent with ATO Taxation Determination 2019/11, as varied from time to time. Reasonable food and drink expenses up to \$50 per day shall be reimbursed. For employees with, and accompanied by their Dependants at the new location, reasonable food and drink expenses up to \$50 per day per adult and \$25 per day per child under 12 years of age shall be reimbursed
- (e) When accommodation with full cooking facilities has been found the following applies:
  - (i) Reimbursement for accommodation costs up to \$802 per week. A higher amount may be reimbursed subject to prior approval;
  - (ii) For employees with Dependants and whose Dependants remain at their home location, a reimbursement for reasonable food and drink expenses in line with the ATO Taxation Determination 2019/7, as varied from time to time, plus additional charge for electricity and gas;
  - (iii) Once established in accommodation with full cooking facilities an incidentals amount of \$31 per week shall be paid to employees without Dependants and \$62 per week shall be paid to employees with Dependants when at the new location alone;
- (f) Storage costs for the duration of the transfer and, on return, for three months or until permanent accommodation is obtained, whichever is earlier;
- (g) School education costs (clause 23.8 and District Allowance (clause 23.9));
- (h) Costs to maintain a household at the Home Location in excess of those normally incurred; and
- (i) Fares and assistance with travel costs incurred because of compassionate purposes or if emergency medical facilities and treatment are unavailable in the New Location.

21.6. *Term Transfer entitlements*

If an employee is required to Term Transfer, an employee will be reimbursed for reasonable expenses incurred including the following:

- (a) Fares and travel costs for an employee and an employee's Dependants;
- (b) For the first 21 days of the transfer:
  - (i) Reimbursement of accommodation costs; and
  - (ii) Where accommodation with full cooking facilities cannot be found a reimbursement for reasonable food and drink expenses up to \$50 per day per adult and \$25 per day per child under 12 years of age;
  - (iii) An incidentals amount of \$31 per week shall be paid to employees without Dependants and \$62 per week shall be paid to employees with Dependants when at the new location alone;

- (c) Reimbursement for rental accommodation costs of up to \$756 per week once settled into longer term accommodation. A higher amount may be reimbursed subject to prior approval;
- (d) For employees with Dependants and whose Dependants remain at their home location, the following provisions apply once settled into accommodation with full cooking facilities:
  - (i) Reasonable food and drink expenses consistent with ATO Taxation Determination 2019/7, as varied from time to time shall be reimbursed;
  - (ii) an incidentals amount of \$62 per week shall be paid;
  - (iii) When in accommodation without laundry facilities, reasonable laundry expenses may be reimbursed; and
  - (iv) electricity and gas expenses reimbursed;
- (e) Removal costs of an employee's household effects, including an employee's car and household pets, with other items moved at Airservices' discretion;
- (f) Storage costs for the duration of the transfer and, on return, for three months or until permanent accommodation is obtained, whichever is earlier;
- (g) The cost of a pre-transfer visit by an employee and an employee's Dependants where the visit would reduce the cost of temporary accommodation;
- (h) If a bond is required under a lease agreement, Airservices will advance the bond up to a maximum of four weeks' rent, on condition that the employee authorises the deduction of this amount from the employee's salary over a one year period in accordance with the requirements of the Act;
- (i) Other reasonable costs will be reimbursed on production of receipts;
- (j) Allowances as specified in this Agreement that may be payable are: Disturbance Allowance (clause 23.5), Water Subsidy (clause 23.6), Air-conditioning Subsidy (clause 23.7), Education Reimbursement (clause 23.8), District Allowance (clause 23.9), and Remote Locality Leave Fares (clause 23.10);
- (k) Fares in respect of an employee's Dependant attending primary or secondary school away from the Term Transfer location is also payable. The level of assistance is limited to two return airfares in any one year in addition to any leave fare entitlement payable (clause 23.10); and
- (l) Fares and assistance with travel costs incurred because of compassionate purposes or if emergency medical facilities and treatment are unavailable in the New Location.

#### 21.7. *Permanent Transfer entitlements*

If an employee is required to permanently transfer, an employee will be reimbursed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for an employee and an employee's Dependants;
- (b) For the first 21 days of the transfer, the following provisions apply:
  - (i) Reimbursement for accommodation costs;
  - (ii) Where accommodation with full cooking facilities cannot be found a reimbursement for reasonable food and drink expenses up to \$50 per day per adult and \$25 per day per child under 12 years of age; and
  - (iii) An incidentals amount of \$31 per week shall be paid to employees without Dependants and \$62 per week shall be paid to employees with Dependants when at the new location alone;
- (c) Reimbursement for rental accommodation costs up to \$756 per week once settled into longer term accommodation, for up to six months, provided an employee owned or had entered into an agreement to purchase a home at the pre-transfer

location. A higher amount may be reimbursed subject to prior approval;

- (d) For employees with Dependants and whose Dependants remain at their home location, the following provisions apply once settled into accommodation, for the first six months of the transfer:
  - (i) Reasonable food and drink expenses consistent with ATO Taxation Determination 2019/7, as varied from time to time shall be reimbursed;
  - (ii) An incidentals amount of \$62 per week shall be paid;
  - (iii) When in accommodation without laundry facilities, reasonable laundry expenses may be reimbursed; and
  - (iv) electricity and gas expenses reimbursed;
- (e) Removal costs for an employee's household effects, including an employee's car and household pets. Other items will be moved at Airservices' discretion;
- (f) Storage costs for household effects will be reimbursed for a maximum of six months;
- (g) Costs of a pre-transfer visit by an employee and an employee's Dependants where the visit would reduce the cost of temporary accommodation;
- (h) If a bond is required under a lease agreement, Airservices will advance the bond to a maximum of four (4) weeks' rent, on condition that the employee authorises the deduction of this amount from the employee's salary over a one year period in accordance with the requirements of the Act;
- (i) Reasonable professional and legal costs associated with the sale and purchase of homes (including costs exceeding normal charges, if discharging a mortgage due to the transfer) will be reimbursed. The sale must be within two years and the purchase within four (4) years of the permanent transfer date, based on the date of contract exchange;
- (j) Other reasonable costs will be reimbursed on production of receipts;
- (k) Allowances as specified in this Agreement that may be payable are: Disturbance Allowance (clause 23.5), Water Subsidy (clause 23.6), Air-conditioning Subsidy (clause 23.7), Education re-imburement (clause 23.8), District Allowance (clause 23.9), and Remote Locality Leave Fares (clause 23.10); and
- (l) Assistance with extra costs to achieve a 'like to like' living situation (e.g. home owner to home owner) as soon as possible. The level of assistance provided for sale/purchase of a dwelling will be limited to a level which reflects the ordinary living needs of a family of similar size.

#### 21.8. *Compulsory Transfer entitlements*

If an employee is compulsorily transferred, an employee will be reimbursed for reasonable expenses incurred in accordance with permanent transfer entitlements (clause 21.7) plus:

- (a) Adequate notice of relocation (generally twelve months) and the opportunity to accept transfer during the final six months;
- (b) One three day familiarisation visit for an employee and an employee's Dependants to the cost of standard economy airfares, with paid time generally limited to one day (other than recreation leave);

- (c) Agent's fees for one unsuccessful auction of the pre-transfer home; and
- (d) Costs due to the sale and purchase of land.

## **22. REIMBURSEMENT OF EXPENSES**

22.1. Airservices will reimburse an employee for all reasonable out of pocket expenses approved by Airservices in advance and incurred in the performance of an employee's duties, on production of receipts.

### *22.2. Telephone expenses*

Where an employee is required to provide out-of-hours advice, or is nominated as a contact point for out-of-hours advice, Airservices will either reimburse an employee for the calls made on substantiation or issue an employee with an Airservices mobile phone.

### *22.3. Loss or damage to clothing or personal effects*

An employee is entitled to reimbursement for the loss or damage, in the performance of work, of tools, clothing or items owned by an employee. Any reimbursement will not exceed the demonstrated cost of repair or replacement.

### *22.4. Eye tests and spectacles*

If an employee operates screen-based equipment and Airservices requires an employee to attend a regular eyesight test, an employee is entitled to be reimbursed the cost of such test. Spectacles prescribed as a result of such tests will be reimbursed, on production of receipts, the maximum being:

- (a) \$138 for single focus spectacles; or
- (b) \$250 for multi focal spectacles; or
- (c) \$492 for progressive lens spectacles,

### *22.5. Travel expenses*

(a) An employee may be issued with a travel card to charge reasonable living costs while absent from an employee's home location on official business. When issued with a travel card an employee will not be entitled to travelling allowance (TA).

(b) If an employee has not been issued with a travel card an employee is entitled to TA as prescribed in this clause.

(c) Where the prescribed rate of TA does not cover reasonable living costs, Airservices may pay an additional allowance for reasonable excess costs, where considered justified.

(d) If an employee travels away from an employee's home location for more than ten (10) hours on official business and an overnight absence is not involved an employee will be paid meals and incidentals of \$69.

(e) Where meals are not provided when travelling away from an employee's home location overnight, an employee will be paid a TA for meals and incidentals at the reasonable amounts set out in the relevant ATO Taxation Determination (TD 2019/11) as varied from time to time.

(f) Where meals and accommodation are provided on official travel away from an employee's home location an employee is only entitled to an incidentals allowance

at the reasonable amount set out in the relevant ATO Taxation Determination (TD 2019/11) as varied from time to time.

- (g) Except for air travel, the absence for the purpose of TA is calculated from the actual time of departure to the actual time of return to an employee's home location.
- (h) In calculating the absence for the purpose of TA when travelling by air transport, one (1) hour is to be allowed for travel to the airport on departure from an employee's home location and from the airport on return. This total of two (2) hours will apply in all cases.
- (i) Where Airservices has not provided or arranged accommodation, an allowance for accommodation will be paid to an employee when absent from an employee's home location on official business overnight at the amount set out in the relevant ATO Taxation determination (TD 2019/11) as varied from time to time.

#### 22.6. *Overseas travel - short term*

- (a) If an employee is required to travel overseas on short term official business, reasonable expenses including accommodation, meals and incidentals will be met through corporate credit card and cash advance facilities.
- (b) Before departure, when overseas or on an employee's return, the following medical related costs will be met:
  - (i) Inoculations necessary for the country visiting;
  - (ii) In the event of illness overseas, an employee's salary will be met without deduction from personal leave credits;
  - (iii) Medical or hospital treatment costs; and
  - (iv) Emergency dental expenses exceeding Australian costs.
- (c) Where total travelling time equals or exceeds twelve (12) hours by the most direct route, an employee will be entitled to a rest period consistent with obtaining one (1) night's sleep without deduction from leave credits. An additional rest period will be provided when travelling to the following:
  - (i) Europe, UK, Ireland;
  - (ii) If travelling eastward, Canada or USA (excluding Hawaii);
  - (iii) If travelling abroad, locations in Canada or USA east of British Columbia, Washington State, Oregon or California, South America, Mexico, and West Indies;
  - (iv) Africa; and
  - (v) The Middle East (from Iran westward).

#### 22.7. *Overseas travel - long term*

- (a) If an employee is on a long-term overseas posting Airservices will reimburse reasonable expenses incurred.
- (b) An employee and an employee's family are entitled to assistance applying to short term travel while travelling to take up a posting.
- (c) Reasonable expenses will be individually negotiated to take account of issues such as taxation in the posting country and will be met through corporate credit card and cash advance. Reasonable expenses may include:

- (i) Accommodation and utilities;
  - (ii) Furniture removal and storage;
  - (iii) Excess baggage;
  - (iv) Reunion/compassionate leave fares;
  - (v) Child reunion supplement; and
  - (vi) Child education assistance.
- (d) The following costs will also be reimbursed for an employee and an employee's Dependants:
- (i) Inoculations necessary for the country of posting;
  - (ii) Medical and dental examinations before and after posting;
  - (iii) Medical and dental expenses above the cost of treatment in Australia; and
  - (iv) Travel for medical and dental treatment to the nearest place where acceptable treatment is available, where the standard in the country of posting is below that in Australia.

22.8. *Special clothing requirements*

If an employee is required temporarily to visit a locality with a greatly different climate from an employee's home location, Airservices will reimburse an employee up to \$173 annually for the purchase of suitable clothing on production of receipts.

22.9. *Medical*

If an employee is required to hold a Class 3 medical certificate for their employment with Airservices, Airservices will reimburse to the employee the costs of the medical review required by regulation for the purpose of maintenance of the certificate where the account is not billed directly to Airservices.

## 23. ALLOWANCES

23.1. *Higher duties*

- (a) An employee is eligible for the payment of higher duties allowance when an employee temporarily performs duties at a higher classification.
- (b) When performing the duties of a higher position, an employee will be paid at the classification level pertaining to the higher position. The minimum quantum of payment will be one complete shift.
- (c) When an employee temporarily performs the duties of a classification for which the conditions of service differ from the conditions of service of an employee's usual classification, an employee will be subject to the conditions of the higher classification.
- (d) Where an employee is not required to perform the full duties of the higher classification, Airservices may agree to an appropriate part performance allowance.
- (e) An employee exercising the Shift Manager/Sydney Traffic Manager endorsement shall be paid at the salary point of Supervisor at location (UTS/CSS/SS/SY Supervisor) as described in Attachment 1.
- (f) Where an SSO conducts classroom training of subjects required as part of an Initial ATC Training, they will be paid at the salary point of 'SSO Instructor – ASA



ATC Instructor (Lower Band) Higher Duties', as described in Attachment 1, for the duration of the period they perform the role.

- (g) If an employee is granted leave with pay while receiving higher duties allowance, the employee will continue to receive the allowance as if the employee would have continued to perform the duties, provided that where the leave is half pay leave, the payment of the allowance will be made on a pro rata basis.

23.2. *Additional hours meal allowance*

- (a) For the purposes of this clause a meal period means:
  - (i) 7.00am to 9.00am;
  - (ii) 12 noon to 2.00pm;
  - (iii) 6.00pm to 7.00pm;
  - (iv) Midnight to 1.00am.
- (b) A meal allowance of \$24 is payable if an employee is required:
  - (i) To perform additional hours which extend to the completion of a meal period, and an employee is not entitled to payment for a meal break taken during that period, or an employee is performing additional hours following but not continuous with an employee's hours of work without taking a meal break; or
  - (ii) To attend for emergency duty over a meal period and an employee is unable, because of operational requirements to take a meal break. To be eligible an employee's manager must certify that a break could not be taken. No allowance is payable if an employee chooses not to take a meal break.

23.3. *Motor vehicle*

- (a) When an employee is authorised to use their own private motor vehicle for a business purpose and an employee is required to pay an additional fee for the registration and/or insurance premium, the excess fee(s) will be reimbursed on production of receipts.
- (b) An employee is entitled to an allowance at the rate set out in the relevant ATO Legislative Instrument (F2016L01157) as varied from time to time when using their vehicle for a business purpose.
- (c) When an employee is required to use their private motor vehicle for a business purpose, and an employee is required to either transport goods or materials of more than 100kg, and/or carry a passenger, an additional allowance of 0.96 cents per kilometre is payable.
- (d) Where a motor vehicle allowance is payable, an employee will also be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

23.4. *First aid*

- (a) If an employee holds a first aid qualification such as a certificate from St John's Ambulance or similar body, and has been authorised by Airservices to render first aid in the workplace, an employee will be paid a First Aid Allowance.
- (b) Payments made will be payable during personal, recreation, paid maternity and long service leave, but are not payable in respect of termination payments.



- (c) The rate of allowance payable will be in accordance with the level of qualification held as follows:
- (i) Certificate of the St John Ambulance Association or Certificate of the Red Cross Society, Standard "A" or equivalent qualification: \$10.60 per week;
  - (ii) Advanced First Aid Certificate (previously known as Certificate Re-examination) of the St. John Ambulance Association, Certificate of the Red Cross Society, Standard "B" or equivalent qualification: \$12.72 per week; or
  - (iii) Medallion of the St. John Ambulance Association, Certificate of the Australian Red Cross Society, Standard "C" or equivalent qualification: \$14.84 per week.

23.5. *Disturbance*

When an employee is required to transfer, and the transfer includes the removal of an employee's household property, a disturbance allowance is payable, at the rates below:

- (a) Employee accompanied by Dependants \$1,291
- (b) plus for each dependent child who moves with the employee \$267
- (c) Employee without Dependants \$617

23.6. *Water subsidy*

Employees at locations listed below who are in receipt of rental subsidy will receive a subsidy for water consumed over and above that allowed in the region and/or tenancy agreement. The amount will be paid as a reimbursement on evidence of use to the maximum limit.

Location	Maximum Kilolitres
<i>Alice Springs</i>	580
<i>Broome</i>	1000
<i>Karratha</i>	1000
<i>Port Hedland</i>	1000

23.7. *Air-conditioning subsidy*

- (a) An employee will be reimbursed electricity payments in respect of air-conditioning as set out below:

Location	Subsidy Period
<i>Alice Springs</i>	September - April
<i>Broome</i>	September - April
<i>Karratha</i>	September - April
<i>Port Hedland</i>	September - April

- (b) Percentage of total charge reimbursable:
- (i) Separate meter installed 85%
  - (ii) No separate meter, and
    - (a) 1 room air-conditioner 50%
    - (b) 2 room air-conditioners 65%
    - (c) 3 room air-conditioners (or ducted equivalent) 70%
  - (iii) fully (non-zoned) air-conditioning system 90%

- (c) Pro-rata reimbursement will be paid where electricity account and subsidy period overlap.

23.8. *Education reimbursement*

- (a) Education reimbursement allowance is payable where an employee is transferred to a location and an employee's dependent child either remains at school at the home location, or commences school at the new location before an employee and an employee's family's arrival (i.e. to commence the school term or year). The child must be completing the final two (2) years of secondary education (i.e. years 11 and/or 12) to be eligible for assistance. Assistance for children in other than years 11 and 12 may also be approved at Airservices' discretion'
- (b) The allowance covers reimbursement of tuition fees, board and lodging costs which are additional to costs that would be incurred if an employee had not transferred. The maximum level of assistance is \$13,666 for tuition fees, and \$11,393 for board and lodging, and all claims for education assistance will be assessed by Airservices and determined on grounds of reasonableness.
- (c) If an employee is on a Term transfer (refer clause 21.6), air fares reimbursement in respect of a dependent child attending school away from the term transfer location is payable in the absence of any State or Territory scheme. The entitlement consists of two (2) return air fares in any one (1) year, in addition to any leave fare entitlement.

23.9. *District*

- (a) If an employee is required by Airservices to transfer from an employee's home location to live and work at a remote locality, an employee is eligible for payment of the district allowance in accordance with the table below.
- (b) The rate of payment varies, depending upon whether an employee has Dependants. To be eligible for the Column 1 district allowance, an employee's Dependant must not be in receipt of an income of more than \$35,634 per annum.
- (c) Where an employee and an employee's domestic partner are employed full-time by Airservices at a district location, each will receive his/her individual district allowance at the 'without Dependant' rate. Other eligible Dependants will be accounted for only once.
- (d) If an employee is a permanent part-time employee an employee will receive a pro-rata rate.
- (e) If an employee is granted leave with pay while receiving district allowance, the employee will continue to receive the allowance, provided that where the leave is half pay leave, the payment of the allowance will be made on a pro rata basis.

Location	Column 1	Column 2
	District Allowance Rate- Employees with eligible Dependants \$	District Allowance Rate- Employee without eligible Dependants \$
<i>Alice Springs</i>	4,810	2,618
<i>Broome</i>	6,181	4,403
<i>Port Hedland</i>	6,181	4,403
<i>Karratha</i>	6,181	4,403
<i>Proserpine (Hamilton Island)</i>	1,986	1,003

<i>Cairns (refer clause 23.13)</i>	1,986	1,003
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23.10. *Remote locality leave fares*

- (a) An employee and an employee's Dependants, who are transferred permanently or on term transfer, are eligible for reimbursement of annual or biennial leave fares to the nearest capital city in accordance with Column 1 of the table below and the child/student rate will be the amount set by the airline. To be eligible, when on permanent transfer, an employee's Dependants must not receive an income of more than \$35,634 per annum.
- (b) An employee may elect to have an employee's entitlement, including an employee's Dependant's entitlement, commuted to a fortnightly payment in accordance with Column 2 of the table below.
- (c) If an employee elects to have the actual fares reimbursed an employee will receive actual costs up to the standard economy class airfare at the time of travel. When an employee seeks reimbursement of costs associated with another form of transport reimbursement the amount will not exceed the notional airfare set in Column 1 of the table below.
- (d) Leave fares accrue on arrival at the locality and accrue to a maximum of two (2) at any one time and may be taken independently by an employee or an employee's eligible Dependants.
- (e) If an employee is an eligible permanent part-time employee an employee will receive a pro-rata rate.

Location	Column 1 Leave fare (net) applicable for eligible adult \$	Column 2 Leave fare (cash grossed up to top marginal income tax rate) \$
<i>Alice Springs</i>	1,381 (a)	2,682 (a)
<i>Broome</i>	1,917 (a)	3,719 (a)
<i>Port Hedland</i>	1,577 (a)	3,061 (a)
<i>Karratha</i>	1,577 (a)	3,061 (a)
<i>Proserpine (Hamilton Island)</i>	612 (b)	1,191 (b)
<i>Cairns (refer clause 23.13)</i>	736 (b)	1,431 (b)

- (a) *Indicates that the location attracts an annual leave fare*
- (b) *Indicates that the location attracts a leave fare every two years*

23.11. *Representative*

- (a) If an employee is appointed as Airservices' representative at an airport, an employee will receive an allowance at the rate set out below:

Location	Amount Per Annum \$
<i>Category 1</i>	2,051
<i>Category 2</i>	4,936
<i>Category 3</i>	5,896

- (b) Category 1 locations include small airports and permanently staffed stations which are not located on airports and will only require occasional interaction with the local airport authorities, councils, community groups and the airline representatives.
- (c) Representatives in Category 2 locations are expected to be involved in representative activity for an average minimum of one (1) hour per week outside ordinary hours. This category would include large regional and general aviation airports and off-airport locations.
- (d) Capital city airports are Category 3 locations. Unit Tower Supervisor (UTS) will receive the Category 3 Representative Allowance. Representatives at these locations would normally be required to work at least one (1) hour per week outside ordinary hours on representative activity.

23.12. *On-the-job-training Instructor (OJTI)*

- (a) If an employee holds a current qualification and undertakes OJTI, an allowance will be paid for the duration of the period an employee performs the role in an operational environment.
- (b) The allowance will also be paid in a simulator environment, if the training meets the following criteria:
  - (i) The simulator component is an integral part of achieving or maintaining a rating, endorsement or certificate of competency; and
  - (ii) Where on-the-job instruction occurs in an operational environment, as part of a training program; and
  - (iii) SSO OJTI at all locations
- (c) The allowance will not be paid:
  - (i) For training involving projects, introduction to ATC, refresher and familiarisation training, the TAAATS bridging course, Initial ATC Training (excluding SSO OJTI as specified above) and general classroom training not part of achieving a rating/endorsement; and
  - (ii) If an employee occupies a Supervisor position
- (d) The allowance percentages paid in addition to an employee's base salary are as follows:
  - (i) ATC/FDC 10.0%
  - (ii) SSO 7.0%

23.13. *Cairns Entitlement – Special provision*

- (a) The entitlements prescribed in this Agreement in relation to Cairns will be payable to employees located in Cairns at or prior to 28 November 2012. It is agreed that no claim will be made at any future time by Airservices to remove entitlements from such employees or employee representative(s) to increase the level of such entitlements.
- (b) Employees appointed to Cairns post 28 November 2012 will not be eligible for payment of remote locality entitlements based on the removal of Cairns as a designated location according to criteria determined by the Australian Taxation Office.

## **24. TRAINING BOND AGREEMENT**

- 24.1. Nothing in this Agreement inhibits Airservices and an employee entering into a training bond agreement to become an ATC. Any such agreement shall be enforceable according to the general law.
- 24.2. Where there is a training bond, the employee will be advised in advance of signing the bond of the implications of this arrangement. Employees on training bonds will be advised prior to rating of the implications of the training bond should they proceed to rate.
- 24.3. In the event that an employee wants to leave Airservices and it is understood that they will never utilise their licence outside Airservices, due consideration will be given to a waiver of the training bond. Where in any particular case Airservices has under consideration the question of enforcement of its legal rights under a training bond, Airservices will inform the employee concerned of that fact and give the employee an opportunity to put forward matters in support of being relieved in full or part of their obligations under the training bond. Before making a final decision in regard to enforcement of its legal rights under a training bond Airservices will give reasonable consideration to any matters that are put forward by the employee and the circumstances of the case overall.
- 24.4. Any dispute about a training bond agreement may be dealt with under the Employee Grievance Board provisions of this Agreement.

## 25. STUDY ASSISTANCE

### 25.1. *Definitions*

In this clause:

“**Institution**”, means universities, Technical And Further Education institutes as defined under the *Higher Education Funding Act 1988* (Cth).

“**Short course**”, means a course of up to 200 hours in duration.

“**Study activities**”, means lectures, tutorials, practical work, field work, residential seminars or courses, compulsory work placements, consultation with thesis supervisors, and research or preparation for assignments or examinations.

“**Study credits**”, means the difference between approved study leave for on campus study and five (5) hours per week.

- 25.2. An employee may apply for study assistance on the basis of:
  - (a) The value of the course to an employee’s work and/or Airservices;
  - (b) An employee’s career development needs;
  - (c) Recommendation by an employee’s manager considering operational needs;
  - (d) Equity and Diversity principles;
  - (e) Previous approval/s for the course of study; and
  - (f) Providing papers etc. for distribution if requested.
- 25.3. If an employee undertakes a course of study approved by Airservices, the following on campus study leave may be provided:
  - (a) Up to five (5) hours per week for activities not available outside normal office hours;
  - (b) Travelling time of up to three (3) hours per week;
  - (c) Attendance and travel to and from examinations;

- (d) If an employee is a permanent part-time employee an employee is entitled to pro rata study leave; and
  - (e) Except in the case of examination leave, Airservices may refuse an employee's release from duty as a last resort, if work commitments dictate.
- 25.4. If an employee undertakes a course of study approved by Airservices which involves off campus study the following leave may be provided:
- (a) Attendance, travel to and from required residential courses; and
  - (b) Three (3) hours per week for study, research, exam preparation.
- 25.5. Subject to Airservices' approval, leave without pay for up to three (3) consecutive years may be available for full time study. Such leave would count as service for personal leave and incremental advancement, subject to resuming duty after leave. Whether or not leave without pay counts for the purposes of long service leave will be determined by Airservices in accordance with the requirements of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 25.6. If an employee undertakes a course of study approved by Airservices the following financial assistance may be provided upon substantiation to Airservices of such expenses:
- (a) Any Higher Education Contribution Scheme (HECS) or Higher Education Loan Program fee; compulsory tuition and examination fees will be reimbursed subject to successful completion of study units (with pro rata reimbursement if not all subjects were passed); and
  - (b) If an employee is asked/directed to attend a short course, the related costs will be paid (excluding books).

## **26. SALARY AND CLASSIFICATION ARRANGEMENTS**

- 26.1. The classification structures applicable to employees employed as ATC, SSO, ADT, and FDC employees respectively (including those classified at a Supervisor level), are set out in Attachment 1 of this Agreement, together with the base salary of employees in each of those classifications and the date from which those base salaries are payable by Airservices.
- 26.2. Once they have reached level 1 in the classification structure, an ATC employee shall progress through to each next higher level in the classification structure on the basis of one classification level per year up to level 9 or, in the case of an ATC employed at Sydney Airport, the classification Sydney TTCU, provided that their performance in the prior 12 months is assessed by Airservices as satisfactory. If an employee's performance is not assessed as at least satisfactory the employee's progression to the next higher classification level will be deferred until such time as their performance is assessed as satisfactory.
- 26.3. An FDC employee shall progress through each next higher level in the classification structure applicable to FDCs on the basis of one classification level per year up to level 6 provided that their performance in the prior 12 months is assessed by Airservices as satisfactory. If an employee's performance is not assessed as at least satisfactory the employee's progression to the next higher classification level will be deferred until such time as their performance is assessed as satisfactory.
- 26.4. An ADT employee shall progress through each next higher level in the classification structure applicable to ADTs on the basis of one classification level per year up to level



2 provided that their performance in the prior 12 months is assessed by Airservices as satisfactory. If an employee's performance is not assessed as at least satisfactory the employee's progression to the next higher classification level will be deferred until such time as their performance is assessed as satisfactory.

- 26.5. Following attainment of the initial Certificate of Competency, an SSO employee shall progress through each higher level in the classification structure applicable to SSOs on the basis of one classification level per year up to SSO Level 3 provided completion of that year of service. An SSO employee shall progress from SSO Level 3 to SSO Fully Endorsed (SSO Level 4) on being assessed as demonstrating proficiency across all groups/airspace/towers simulator in the simulator where the SSO is employed.
- 26.6. An SSO employee of at least SSO Level 4 shall move to SSO Multi Skilled (SSO Level 5) on achievement of 2 or more multi-platform endorsements.
- 26.7. Band movement from a minimum of SSO Fully Endorsed (SSO Level 4) to either Exercise Design and Development (SSO Level 6) or Competency, Training and Standards (SSO Level 7) requires merit based selection. Movement to Simulator Data and Design (SSO Level 8) and Simulator/Simulator Data Team Leader requires merit based selection.
- 26.8. Airservices will make an annual assessment of each employee's performance. This shall occur 12 months from:
- (a) initial rating or achievement of qualification (as applicable); or
  - (b) last annual review; or
  - (c) the date of accelerated progression.
- 26.9. If no such assessment has been made by 1 month past the applicable date, the employee's performance will be deemed to be satisfactory and they will progress to the next classification level. This progression will be based on the date defined in clause 26.8 (a) to (c).
- 26.10. Any dispute as to an assessment of the employee's performance for the purposes of this clause can be dealt with in accordance with clause 10 (*Disputes Avoidance and Settlement Process*) provisions of this Agreement.
- 26.11. Apart from progression of an employee to a higher classification level under the previous sub-clauses, Airservices at any time may determine in its absolute discretion to advance an employee to any higher classification level effective from a date it determines. Under these circumstances, the date of effect of the (accelerated) advancement becomes the new increment date.

## **27. WORK PERFORMANCE**

- 27.1. An employee and their manager will review performance annually.
- 27.2. The purpose of the review is to provide a framework for managers and employees to improve work performance by:
- (a) ensuring that expectations are understood;
  - (b) identifying training needs and providing appropriate opportunities;
  - (c) providing feedback and coaching against expectations; and
  - (d) providing fair and consistent assessments of performance.

## **28. OPERATIONAL AND DEVELOPMENT TRAINING**



- 28.1. If an employee is engaged in an operational capacity, the maintenance of skills and competency is a specified requirement for retaining currency and licensing standards as appropriate. To meet an employee's requirements in this regard, an employee will be notified of and provided with programmed training each year.
- 28.2. The training will be made available in accordance with a program specified for each group/location.
- 28.3. The training will take account of approved leave programs published on a 14 month rolling cycle. The maintenance of training programs at the Business Group level will be a standing item for consultation at LCC meetings.
- 28.4. Management will develop and implement training programs. This will be managed consistent with an overall employee resource plan including leave, fatigue management, and rostering arrangements.

## 29. RECRUITMENT

- 29.1. Airservices will determine that a position is vacant where there is a requirement for additional staff at a location and the position is of at least six months' duration. Where the position is required to be filled at short notice to cover an unexpected absence, Airservices may transfer an employee on an interim basis at the same time as advertising a position.

Where Airservices determines that a position covered by this Agreement is vacant, Airservices must advertise that position for a minimum of two weeks so that all employees covered by this Agreement have an equal chance to apply.

When establishing a merit pool for selecting a candidate to fill a vacant position, Airservices will only have regard to candidates' merit and relative efficiency and any compassionate reasons identified by the candidates. Airservices will not discriminate between candidates based on any other attribute. Merit and relative efficiency for the purposes of this clause is defined as:

- (i) The candidate's abilities, qualifications, experience, standard of work performance and personal qualities to the extent that those matters are relevant to the efficient performance or potential to efficiently perform the duties; and
  - (ii) A candidate's career development can be a further consideration when assessing a candidate's merit and relative efficiency.
- 29.2. Notwithstanding clause 29.1, for employees operating in Brisbane and Melbourne who hold an Area rating, a centralised EOI process will remain open for employees to request reassignment between groups that require them to exercise an Area rating.

Airservices will consider business requirements in determining reassignments under this clause, including candidates from outside the EOI process if operationally required.

The EOI list will be updated at least once per annum. Employees on the EOI list will be provided with feedback on their status.
- 29.3. Clause 21 (transfer entitlements) applies to every transfer between geographic locations to a vacant position advertised in accordance with this clause 29. For the avoidance of doubt, where an employee is selected for a transfer from a merit pool the

transfer will not be treated as being for compassionate reasons or on an own time own expense basis under clause 21.4(c) or (d) and transfer entitlements will apply.

29.4. Clause 29 does not apply in the following circumstances:

- (a) Where Airservices transfers an ab initio employee into a new location;
- (b) Redeployment following a formal performance process in accordance with clause 50.3 of this Agreement;
- (c) Redeployment where an employees' position is subject to a bona fide redundancy;
- (d) The return to work of an employee who is returning from a long-term absence;
- (e) Redeployment in accordance with clause 56, loss of essential qualification;
- (f) A compulsory transfer as defined in clause 21.2;
- (g) Recruitment of external, experienced recruits;
- (h) Where on completion of a secondment or term transfer an employee returns to their home location; or
- (i) Where an employee requests and Airservices facilitates a transfer to a particular geographic location for compassionate reasons under clause 21.4(c).

### **30. PAYMENT ARRANGEMENTS**

30.1. An employee's salary will be paid into an account/s nominated by an employee each fortnight.

### **31. OVERPAYMENT**

31.1. Any overpayment of an entitlement to an employee under this Agreement is repayable provided it is reasonable to do so, as soon as practicable, subject to reasonable arrangements being agreed between the employee and Airservices.

31.2. Where Airservices has overpaid an amount to an employee and the employee has not repaid that amount prior to ceasing employment, Airservices may (with the employee's written authorisation) deduct the amount (or part of the amount) from any final monies owing to the employee in accordance with the requirements of the Act.

### **32. SALARY SACRIFICE**

32.1. An employee may with Airservices' agreement convert part of an employee's base salary to a non-cash benefit, or all of an employee's base salary for superannuation purposes only. Any fringe benefits tax and administration costs incurred as a result of providing the benefit shall be included in the benefit cost and deducted when calculating an employee's revised base salary. In terms of administration, any proposal to incorporate costs would be subject to consultation with employee representatives and will only be implemented on agreement.

### **33. SUPERANNUATION**

33.1. If an employee is a member of AvSuper's Defined Benefit Division, the Commonwealth Superannuation Scheme (CSS), or the Public Sector Superannuation Scheme (PSS), their superannuation arrangements will continue in accordance with the relevant Trust Deed or legislation.

#### *Members of Accumulation Schemes*

33.2. Unless the employee has selected another eligible choice fund, and that fund becomes their chosen fund in accordance with clause 33.6, the fund into which Airservices will make employer contributions at the level prescribed in clause 33.3 will be:

- (a) The Accumulation Division of AvSuper if the employee was already an employee who is a member of that fund at the time this Agreement began to operate.
  - (b) The Accumulation Division of AvSuper if an employee becomes an employee after this Agreement begins to operate.
- 33.3. The level of employer contributions that Airservices will make to the Accumulation Division of AvSuper, or the eligible choice fund the employee has chosen in accordance with clause 33.6, will be the higher of:
- (a) 13.5% of the employee's base salary at commencement of this Agreement, plus the following allowances (as appropriate)
    - (i) Shift allowance;
    - (ii) Representative allowance;
    - (iii) Public holiday penalties;
    - (iv) First aid allowance;
    - (v) Higher duties allowance; and
    - (vi) OJTI allowance and payments, or
  - (b) the applicable minimum superannuation contribution under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

#### *Members of Defined Benefit Schemes*

- 33.4. In addition to the benefits received under the relevant trust deed or legislation, Airservices will make an additional superannuation contribution in accordance with clause 33.5 in respect of a member of AvSuper's Defined Benefit Division, the CSS or the PSS subject to the member providing Airservices with a written nomination for the additional superannuation contribution to be made to:
- (a) the Accumulation Division of AvSuper; or
  - (b) an eligible choice fund that:
    - (i) is a fund that Airservices can make contributions to at the time the employee nominates the fund without the need for Airservices to do anything more (for example, without having to apply to participate in the fund); and
    - (ii) will accept the additional superannuation contribution.
- 33.5. Airservices will make an additional lump sum superannuation contribution of 0.50% of the employee's superannuation salary per 6 (six) months payable from 1 June each year and each 6 (six) months thereafter.
- For the purposes of this clause 33.5, an employee's "superannuation salary" is the employee's superannuation salary as determined in accordance with the rules of the AvSuper's Defined Benefit Division, the CSS or PSS (as applicable).
- 33.6. Unless the employee is a member of the CSS or PSS, the employee may select another eligible choice fund to be their chosen fund in accordance with the Choice of Fund Rules. However, an eligible choice fund selected by an employee will only become their chosen fund (and, as a result, Airservices will only be required to contribute to it for the employee) if:
- (a) it is an eligible choice fund at the time the employee selects it;
  - (b) Airservices can make contributions to it on the employee's behalf at the time the employee selects it without the need for Airservices to do anything more (for example, without having to apply to participate in the fund); and

- (c) it becomes the employee's chosen fund within the meaning of the Choice of Fund Rules.

33.7. In this clause:

- (a) Choice of Fund Rules means Part 3A of the *Superannuation Guarantee (Administration) Act 1992* (Cth);
- (b) Chosen fund has the meaning given to it in the Choice of Fund Rules; and
- (c) Eligible choice fund has the meaning given to it in the Choice of Fund Rules.

#### **34. LEAVE ENTITLEMENTS**

34.1. Excluding sick leave for ATC, for the purposes of this clause, a leave day represents the hours an employee would have normally worked, if leave was not taken.

34.2. Unless otherwise provided for, all paid leave will be paid at an employee's base salary rate as contained in Attachment 1.

#### **35. CONTINUOUS SERVICE**

35.1. Subject to clause 35.2, the following leave counts as service for all purposes under this Agreement:

- (a) Recreation leave;
- (b) Personal leave;
- (c) Jury service leave;
- (d) Emergency service leave;
- (e) Defence service leave;
- (f) Bereavement leave;
- (g) Purchased additional leave;
- (h) Maternity leave up to fourteen (14) weeks (whether paid or unpaid);
- (i) Supporting partner leave (paid);
- (j) Adoption leave (paid);
- (k) Long service leave;
- (l) Special circumstances leave; and
- (m) Study leave (paid and unpaid).

35.2. Whether or not leave without pay counts for the purposes of long service leave will be determined by Airservices in accordance with the requirements of the *Long Service Leave (Commonwealth Employees) Act 1976*.

#### **36. RECREATION LEAVE**

36.1. Depending on an employee's recreation leave entitlement, an employee must take a minimum of the days held in excess of the following accrual credit within three (3) months, or Airservices may direct an employee to take leave:

- 288 hours (*"Monday to Friday" day worker*);
- 360 hours (*"Seven day" day/afternoon shift worker*); or
- 432 hours (*"Seven day" day/afternoon/night shift worker*).

36.2. In the case of recreation leave accrued but not taken, Airservices will pay out such leave on termination of employment.

36.3. An employee's entitlement to recreation leave accrues progressively throughout a year, and accumulates from year to year.

- 36.4. *“Monday to Friday” day worker*
- (a) As a “Monday to Friday” day worker (36 hour week), an employee is entitled to four weeks (144 hours) paid recreation leave for each year of service.
  - (b) The rate at which leave accrues is 12 hours per month.
- 36.5. *“Seven day” day/afternoon shift worker*
- (a) As a “Seven day” day/afternoon shift worker, an employee is entitled to five weeks (180 hours) paid recreation leave for each year of service.
  - (b) The rate at which leave accrues is 15 hours per month.
- 36.6. *“Seven day” day/afternoon/night shift worker*
- (a) For the purposes of this entitlement, an employee is a day/afternoon/night shift worker if that employee works rotating shifts and non-standard hours, and are liable and are called upon to work such shifts on a twenty four (24) hour a day and seven (7) day a week basis.
  - (b) As a “Seven day” day/afternoon/night shift worker, an employee is entitled to six weeks (216 hours) paid recreation leave for each year of service in recognition of the night shifts regularly worked.
  - (c) The rate at which leave accrues is 18 hours per month.
- 36.7. Airservices will not reduce an employee’s rate of recreation leave accrual without first notifying that employee in writing.
- 36.8. *Temporary absence from operational roster*
- Where an employee that usually satisfies the requirements of clause 36.5 or 36.6 ceases to satisfy those requirements because that employee has been assigned to work that requires removal from the operational roster, that employee will continue to accrue recreation leave at their usual rate unless that employee will not satisfy clause 36.5 or 36.6 for more than six (6) months.
- 36.9. *Leave utilisation*
- (a) Consistent with Work Health and Safety principles and fatigue management initiatives, annual leave is to be acquitted in the year in which it accrues.
  - (b) An annual leave program will be developed and implemented in consultation with an employee. Development and implementation of the leave program (including long service leave refer Clause 46) will be published on a fourteen (14) month rolling cycle.
  - (c) Employees shall request recreation leave allocations to acquit annual leave accrual. Allocation of such leave will be in consultation with staff affected, in accordance with locally documented procedures.
  - (d) An employee’s leave will be allocated in defined blocks with one (1) minimum block of two (2) weeks leave to be allocated and taken annually.
  - (e) Where an employee’s requested leave is unable to be allocated within the leave plan, further consultation with the affected employee will occur to seek an acceptable alternative arrangement. If following this process an agreed arrangement for leave remains unresolved Airservices may allocate recreation leave to acquit the annual entitlement.

- (f) To ensure such allocations are meaningful in terms of rest and recuperation, Airservices' allocations will be made in minimum blocks of one (1) weeks leave.
- (g) At any time after the 14 month leave plan is published, employees may request and Airservices may approve ad-hoc leave, including leave allocation, which would not be subject to clause 36.9(f).
- (h) On employee application, Airservices may allow recreation leave to be accrued over a two (2) year period, for specific purposes.
- (i) Changes to leave allocations, once published, may only be made with consultation.
- (j) The development and maintenance of the leave program shall be a standing item for consultation at the LCC meetings provided for in this Agreement.

36.10. *Cashing out recreation leave*

An employee may cash out recreation leave only:

- (a) within six months from the commencement of this Agreement; and
- (b) where the cash out will result in employee retaining at least two years' worth of recreation leave entitlement based on that employee's rate of accrual at the time of cashing out; and
- (c) if the employee has acquitted one year's worth of recreation leave entitlement in the twelve months preceding the time of cashing out; and
- (d) where Airservices has a plan for the employee to acquit leave in accordance with clause 36.9(b); and
- (e) on one occasion; and
- (f) by a separate written agreement between Airservices and the employee; and
- (g) the employee will be paid at least the amount they would have been had they taken the leave.

36.11. *Remote locality additional leave*

If an employee is transferred by Airservices to live and work on an ongoing basis in remote locations, an employee is entitled to an additional credit of recreation leave for the duration of an employee's employment at that location as set out below:

Location	No. of Extra Hours Recreation Leave
<i>Proserpine (Hamilton Island)</i>	14.4
<i>Alice Springs</i>	36
<i>Broome</i>	36
<i>Karratha</i>	36
<i>Port Hedland</i>	36
<i>Cairns (refer clause 23.13)</i>	14.4



36.12. *Reimbursement of Costs on Recall to Duty from Leave or Cancellation of Leave*

- (a) Where Airservices decides that it is essential to cancel leave or to recall employees from leave, Airservices shall reimburse employees reasonable non-refundable costs.
- (b) Airservices will make travel arrangements, unless otherwise agreed, for employees to return to duty and (if applicable) to return to the leave locality.
- (c) Reasonable costs which could be reimbursed shall include but are not limited to:
  - (i) air fares;
  - (ii) that part of accommodation and other non-refundable costs unable to be used in full by the employee;
  - (iii) deposits on accommodation or travel, or advance fares, which are not refundable either by the booking agency or through prior insurance cover;
  - (iv) fares (or Motor Vehicle Allowance) where the cost would not otherwise have been incurred, e.g. where employees have gone on leave or are required to return to duty and then return to the leave locality;
  - (v) for family members, only additional costs directly resulting from the recall to duty, e.g. where the family is unable to return with the employee from the leave locality, and has to use another form of transport; and
  - (vi) other unavoidable costs arising from the recall to duty, e.g. telephone costs or, where a break in the return journey is justified, accommodation costs. Where such costs were an expected or ordinary part of a return journey they would not be refundable.

### **37. PERSONAL LEAVE AND SPECIAL LEAVE – ATC**

- 37.1. The parties to this Agreement mutually agree that the objective of these provisions is to put in place a scheme that continuously reduces the average level of unplanned absenteeism taken per annum and that all parties should co-operate and use their best endeavours to ensure that the scheme operates to achieve that objective.

This collaborative approach acknowledges the legitimacy of paid sick leave where genuine sickness and injury occurs taking account of shift work and regulatory licensing requirements and at the same time, abuse of the sick leave entitlement is not to be countenanced.

Consistent with the provision at clause 4.2 of this Agreement, the clauses of this Agreement will be applied so that they do not reduce the benefits to an employee of the provisions of the National Employment Standard.

37.2. *Sick Leave*

If an employee is required to hold and exercise an air traffic control licence, they are entitled to paid sick leave as required.

- 37.3. The scheme includes the process for a systemic review of sick leave usage and may result in a specific review of sick leave for an individual. Such a review will involve both management and an ATC Peer. For this purpose, ATC Peers will be identified by Airservices and other parties to this Agreement to assist in reviews. In conjunction with the other parties to this Agreement, Airservices will develop a training program for both the ATC Peers and Line Managers who will conduct the reviews. The purpose of the review process is to:

- (a) identify reasons for extended or continuing absences on sick leave; and
- (b) propose options and/or solutions for remedying this.



- 37.4. The parties to this Agreement acknowledge that non-operational duties will be available if an employee is unable to exercise the privileges of their Class 3 medical and is suitably fit to perform non-operational duties.
- 37.5. An ATC shall provide a medical certificate from a registered health practitioner or if it is not reasonably practicable to obtain a medical certificate, other evidence in accordance with the Act for absences that are longer than a single day. Absence for a rostered shift, irrespective of the length of the shift, shall be defined as a single day absence for the purposes of these provisions.
- 37.6. A medical certificate shall not be required for up to eight (8) single day absences due to personal illness or incapacity in any year commencing from the date this Agreement begins to operate. An ATC shall provide a medical certificate for single day absences due to personal illness or incapacity in excess of eight single day absences in any 12 month period. For the purposes of these provisions a single day absence shall include an absence for more than half the nominal shift.
- 37.7. If an ATC takes 10 days sick leave in a year, with or without certificate, Airservices will notify them of this fact by letter. The letter will invite the individual to contact their manager if there is anything that the employee wishes to discuss regarding their circumstances and/or to seek assistance from Airservices. This does not preclude the employee seeking early assistance from the line manager.
- 37.8. If an ATC is absent from work due to illness for 15 days or more in any 12 month period, Airservices shall be entitled to conduct a management review of that circumstance and any relevant matters connected with it. Such a review shall involve both management and an ATC Peer who have received appropriate training for the purpose.
- 37.9. If, following review, Airservices determines that the usage of sick leave is reasonable there will be no further action taken. At this time options for assistance identified as appropriate during the peer review will be offered.
- 37.10. If Airservices determines that the reasons for sick leave are uncertain Airservices may elect to refer the employee to a DAME for external review of validity of sick leave usage. The DAME review will be limited to ascertaining if absence is justified relating to illness or incapacity to work.
- 37.11. If as a consequence of receiving a report from the DAME relating to the review, Airservices concludes that sick leave usage is justified there will be no further action taken. At this time options for assistance identified during the peer review will be offered.
- 37.12. If Airservices considers the sick leave to be unreasonable as a result of wilful misconduct, the employee will be placed on limited sick leave as described in clause 37.14.
- 37.13. If sick leave usage is determined as unreasonable following either the management/peer review or as a result of DAME review, having regard to all relevant circumstances, the employee will be placed on 'sick leave review'. Sick leave review is a process whereby the ATC's usage of sick leave will be monitored for a three month period. During this time, Airservices will assist in any recuperation deemed necessary, but may also take action to reduce the employee's usage of sick leave including but not limited to, requiring medical certificates for all absences and the option of non-

operational duty. If, at completion of this period, sick leave has fallen within reasonable usage no further action will be taken.

- 37.14. If, following the sick leave review period, the level of absenteeism has not reduced, a further interview will occur and additional measures may be considered. If, after this period, the level of ongoing usage of sick leave is unreasonable, an employee may be placed on limited sick leave accrual of 15 days paid sick leave per annum for a 12 month period. An employee in this circumstance may be required to produce a certificate for all sick leave absences.
- 37.15. During the period of limited sick leave, sick leave beyond 15 days may be approved at management discretion. Where there is a genuine long term illness or incapacity, management approval will not be unreasonably withheld.
- 37.16. If, after 6 months from the commencement of the 'sick leave review period', sick leave usage is still unreasonable, disciplinary or fitness for duty processes may be taken.
- 37.17. An employee can contest the reasonableness of their placement on sick leave review and/or the measures put in place as part of the review, through the Employee Grievance Board.
- 37.18. This sick leave scheme does not replace Airservices existing attendance and behaviour management systems.
- 37.19. *Special Leave*
- (a) If an employee is required to hold and exercise an air traffic control licence, an employee may be granted paid leave of up to three (3) days in any 12 months period for special reasons that include:
    - (i) Moving house;
    - (ii) Emergency domestic situations;
    - (iii) Natural disasters;
    - (iv) Domestic partner to attend the birth of a child;
    - (v) Family accident or incident; or a
    - (vi) Special family or cultural or religious event.
  - (b) An additional three (3) days leave may be granted in any 12 months period in relation to any of sub clauses (i) – (vi) above.
  - (c) Each case for approving leave under this clause will be considered on its merits, and leave will only be granted for the period necessary to overcome the circumstances.
- 37.20. *Carer's leave*
- An employee can use 10 days each year from their personal leave for caring purposes as defined in the National Employment Standards contained in the Act.
- 37.21. *Unpaid Carers leave*
- An employee (including a casual employee) may take up to two (2) days unpaid leave for each occasion where a member of an employee's immediate family or household requires care or support because of personal illness or injury, or an unexpected emergency, if an employee has exhausted their paid personal leave entitlement.

## **38. PERSONAL LEAVE - EMPLOYEES OTHER THAN ATCS**

- 38.1. Consistent with the provision at 4.2 of this Agreement, the clauses of this Agreement will be applied so that they do not reduce the benefits to an employee of the provisions of the National Employment Standards.
- 38.2. Employees are entitled to eighteen (18) paid working days (129.6 hours) per year for personal leave. Leave credits and debits will be maintained in hours and minutes.
- 38.3. Leave will be credited progressively at 10.8 hours per month.
- 38.4. Leave not taken will accumulate from year to year, but will not be paid out upon termination of an employee's employment.
- 38.5. An employee may access an employee's leave entitlement for the purpose of:
- (a) Personal illness or injury resulting in the employee being not fit for work;
  - (b) Care of a member of an employee's immediate family or household due to a personal illness, personal injury or an unexpected emergency;
  - (c) Care of children during domestic partner confinement;
  - (d) Sudden unavailability of care provider;
  - (e) Moving house;
  - (f) Emergency domestic situations;
  - (g) Natural disasters;
  - (h) Witness in court proceedings;
  - (i) Domestic partner to attend the birth of a child;
  - (j) Family accident or incident; or a
  - (k) Special family, cultural or religious event.

This clause 38.5 will be applied so that its effect is not detrimental to an employee in any respect, when compared to the National Employment Standards.

- 38.6. Notice and evidentiary requirements of the National Employment Standards shall be complied with.
- 38.7. An employee will be paid personal leave due to illness for up to five (5) days per year without a medical certificate, with no longer than three (3) days continuous absence without a medical certificate from a registered health practitioner.
- 38.8. Airservices may require an employee seeking to take leave, for purposes other than their own personal illness, to provide documentation that substantiates the reason for taking the leave such as medical certificate or statutory declaration.
- 38.9. In circumstances where an employee is unfit for an employee's regular duties an employee's manager may explore possible alternative duties with an employee for that period, where it is safe and appropriate to do so.
- 38.10. *Unpaid Carer's leave*
- An employee (including a casual employee) may take up to two (2) days unpaid carer's leave for each occasion a member of an employee's immediate family or household requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member if an employee has exhausted an employee's paid personal leave entitlement.

### **39. JURY SERVICE LEAVE**

- 39.1. An employee will continue to receive the salary an employee would have normally received when on jury service leave.

39.2. Any payment received from the court for jury service must be disbursed to Airservices. An employee may retain any reimbursements made for travel and meal costs.

39.3. Airservices may require proof of an employee's attendance for jury service.

#### **40. EMERGENCY SERVICE LEAVE**

40.1. If an employee is a member of an emergency organisation (eg the State Emergency Service or Country Fire Service) an employee is entitled, subject to Airservices' approval, to paid leave in order to attend emergency situations. Such leave will be paid at the base salary an employee would have normally received.

40.2. An employee must advise Airservices as soon as possible of an employee's need to take emergency service leave.

40.3. Airservices may require prior confirmation of an employee's membership of the emergency organisation.

40.4. An employee is entitled to unpaid leave when required to engage in voluntary emergency management activities, as defined by the Act.

#### **41. DEFENCE SERVICE LEAVE**

41.1. An employee will continue to receive an employee's salary when on Defence service leave.

41.2. If an employee is a Defence Reservist, an employee is entitled to:

- (a) Four (4) weeks leave each year to undertake Defence service; and
- (b) Two (2) weeks leave for attendance at recruit/initial employment training.

41.3. Those entitlements will accrue and be taken over a two (2) year period.

41.4. Other leave required for Defence service will be unpaid.

41.5. All Defence service leave, whether paid or unpaid, will count for service for all purposes, except for unpaid leave in excess of six (6) months which will not count for recreation leave purposes.

41.6. Airservices may require proof of an employee's attendance for Defence service. Whenever possible, an employee should provide at least three (3) months' notice from the Australian Defence Force of a requirement to undertake Defence service.

#### **42. BEREAVEMENT/COMPASSIONATE LEAVE**

42.1. An employee is entitled to paid leave for up to three (3) days on each occasion an immediate family member or member of an employee's household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.

42.2. An employee must advise Airservices as soon as possible of an employee's need for bereavement/compassionate leave.

42.3. Additional days with Airservices approval may be taken from an employee's other leave entitlements.

42.4. Bereavement/compassionate leave is non-cumulative.

#### **43. LEAVE WITHOUT PAY AND PURCHASED ADDITIONAL LEAVE**

43.1. *Leave Without Pay*

- (a) Leave without pay will be available to an employee where, at Airservices discretion, circumstances exist which justify the granting of leave.
- (b) An employee is entitled to have an employee's application for leave considered subject to operational requirements, taking into account the purpose and period of the proposed leave and an employee's length of service with Airservices.
- (c) If an employee is on approved leave without pay, either immediately before, or after a public holiday, payment will be made for the holiday.
- (d) Unless otherwise provided for in this Agreement, the period during which an employee is absent on unpaid leave will, generally, not be included for any purpose as part of an employee's period of service with Airservices. Exceptions are where such absence is in conjunction with a business shutdown, where otherwise specified in this Agreement or legislation or where Airservices specifically determines that it does. Whether, or not, leave without pay counts for the purposes of long service leave, will be determined by Airservices in accordance with the Long Service Leave Act (Commonwealth Employees) 1976.

43.2. *Purchased Additional Leave*

- (a) Permanent employees, on request, may be granted between one (1) and four (4) weeks unpaid leave to be taken in blocks of at least one week and may be taken in conjunction with other leave.
- (b) An employee may purchase additional leave through a deduction from an employee's annual base salary which will be averaged over the year and reflected in an employee's fortnightly salary.
- (c) If an employee is ill while on leave, on production of a medical certificate an employee will be re-credited with that period of leave covered by the medical certificate.
- (d) This leave will not accrue and if a credit exists, readjustment will be made at the end of the year.
- (e) If an employee leaves employment with Airservices during the year, Airservices will reconcile an employee's records to ascertain, if any money is owed to an employee or Airservices.

#### **44. CAREER-BREAK LEAVE**

- 44.1. An ATC with 3 years of continuous service from initial rating date, or employees other than ATC's with 12 months continuous service, may apply to enter into a career break agreement with Airservices.
- 44.2. Airservices' agreement will not be unreasonably withheld. Airservices' agreement will be subject to:
  - (a) operational and business requirements;
  - (b) the employee having acquitted all their accrued recreation leave; and
  - (c) the arrangement not imposing any unreasonable cost on Airservices.
- 44.3. A career break agreement entered under this clause will comprise three years of work, followed by twelve months of leave for the purposes of allowing the employee a career break. During the three year working period, Airservices will pay the employee 75% of the salary the employee would otherwise be entitled to receive in accordance with this Agreement. On completion of the third year, the employee will be entitled to a

twelve month period of leave and will continue to receive 75% of the salary the employee was entitled to immediately prior to the period of leave in fortnightly payments.

- 44.4. On return from a career break, an employee will return to the same location at same level, however Airservices does not guarantee the returning employee can return to the operational group that the employee worked in prior to commencing the career break.
- 44.5. Leave entitlements will accrue for the first 3 years upon entering the career break scheme at 100%. These entitlements will not accrue whilst on the 12 month period of leave. The period of leave will not break your continuity of service.
- 44.6. A career break agreement may be terminated by mutual agreement between Airservices and the employee, in writing, up to six months prior to completing the three year working period. Airservices will not unreasonably refuse an application to withdraw. In the event of withdrawing from a career break agreement, the employee will receive a lump sum payment of salary foregone up to the time of the employee's withdrawal.
- 44.7. Before entering a career break agreement, employees should seek independent financial advice, including with respect to tax and superannuation consequences.

#### 45. PARENTAL LEAVE

- 45.1. For the purposes of this clause Parental Leave includes but is not limited to:
  - “**Maternity Leave**” means leave for a pregnant employee immediately before, during and after the birth of her child.
  - “**Adoption Leave**” means leave for an employee adopting a child, immediately after the adoption of his or her child.
- 45.2. Employees, other than casual employees, are entitled to paid and unpaid parental leave in accordance with this clause. Where a casual employee would qualify for Parental Leave under the National Employment Standards they will be entitled to unpaid Parental Leave in accordance with this clause.
- 45.3. If an employee is a fixed term employee, the employee's eligibility for parental leave is limited by the requirement that any such leave cannot extend beyond the end date of an employee's employment contract with Airservices.
- 45.4. If an employee, or the employee's partner, gives birth or adopts a child, the employee may take up to fifty two (52) weeks unpaid parental leave in accordance with the National Employment Standards. Unpaid parental leave can be taken in conjunction with other leave (i.e. annual leave, long service leave) within sixty-six (66) weeks of birth or adoption. To avoid doubt, an employee with less than 12 months' continuous service is entitled to unpaid parental leave under this clause.
- 45.5. An employee may request additional unpaid parental leave in accordance with the National Employment Standards.
- 45.6. In instances where an employee's domestic partner is also taking parental leave both parents can concurrently take parental leave for up to 8 weeks in total, provided the concurrent leave starts no earlier than the date of the birth or placement of the child. This clause also applies where both parents work for Airservices.



- 45.7. The period during which an employee is absent on unpaid parental leave does not count as service for any purpose.

*Maternity leave*

- 45.8. An employee may take up to fifty-two (52) weeks unpaid maternity leave.
- 45.9. An employee is required to provide Airservices with a minimum of 10 weeks' notice (or as required under the Civil Aviation Safety Regulations 1998) before an employee's child's expected date of birth and a doctor's certificate confirming the expected date of birth. Where the expected date of birth changes during pregnancy, an employee must submit a new certificate stating the revised expected date of birth.
- 45.10. An employee is required to absent themselves from work for a period commencing 6 weeks before the expected date of birth of an employee's child and ceasing 6 weeks after the actual date of an employee's child's birth, unless a shorter period is agreed on advice from their medical practitioner.
- 45.11. Where an employee has completed 12 months' continuous service at the time of commencing leave, she will be entitled to 14 weeks' paid maternity leave. If she has not completed 12 months' continuous service at the commencement of leave but does so within the first 14 weeks of parental leave, she will be entitled to a pro rated amount of paid maternity leave. The first 14 weeks of leave, whether paid or unpaid, will count as service. Payment for maternity leave may be spread over a maximum period of 28 weeks at a rate of half normal salary. When payment is spread, a maximum of 14 weeks will count as service. The period of 52 weeks' maternity leave conferred by clause 45.8 is inclusive of any paid leave provided under this clause.
- 45.12. Where an employee has had service with different eligible employers, determined under the *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)*, continuous service will mean that an employee began working for a new employer on the next day after ceasing work for the former employer. Public holidays are not regarded as service and break continuity.
- 45.13. If an employee's pregnancy terminates:
- (a) more than 28 weeks before the expected date of birth of the child, the employee will be not be entitled to maternity leave;
  - (b) within 28 weeks of, but more than 20 weeks before, the expected date of birth of the child, the employee will be entitled to unpaid Special Maternity Leave in accordance with the National Employment Standards;
  - (c) within 20 weeks of the expected date of birth of the child the employee will be entitled to paid maternity leave under clause 45.11.
- 45.14. An employee is entitled to resume duty at the same classification level at any time following the required absence.

*Adoption leave*

- 45.15. An employee may take up to fifty two (52) weeks unpaid adoption leave in accordance with the National Employment Standards. To avoid doubt, an employee with less than 12 months' continuous service is also entitled to unpaid adoption leave under this clause.
- 45.16. A period of paid adoption leave will be available where:
- (a) the employee is adopting a child under the age of five years who is not a child or step-child of the employee or the employee's partner; and



(b) the employee is the child's primary caregiver.

45.17. Where an employee has completed 12 months' continuous service at the time of commencing adoption leave, they will be entitled to 14 weeks' paid adoption leave. If the employee has not completed 12 months' continuous service at the commencement of leave, but does so within the first 14 weeks of leave, they will be entitled to a pro rated amount of paid adoption leave. The first 14 weeks of leave, whether paid or unpaid, will count as service. Payment for adoption leave may be spread over a maximum period of 28 weeks at a rate of half normal salary. When payment is spread, a maximum of 14 weeks will count as service. The maximum period of 52 weeks' adoption leave conferred by clause 45.15 is inclusive of any paid leave provided under this clause.

45.18. An employee must provide documentary evidence of approval for adoption.

#### *Pre-adoption leave*

45.19. An employee, including a casual employee, is entitled to up to two (2) days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

#### *Supporting Partner leave*

45.20. If an employee has at least twelve (12) months continuous service, and their partner gives birth or adopts a child, they will be entitled to one (1) week paid supporting partner leave within three (3) weeks of the birth/adoption of the child or in exceptional circumstances at an alternative time agreed with their manager.

#### *Airservices employee couples*

45.21. Where:

- (a) an employee is entitled to either paid maternity leave or paid adoption leave under this clause; and
- (b) the employee's domestic partner is also employed by Airservices and intends to take parental leave as a primary carer during the 52 weeks following the birth or placement of the child,

the employee may elect for the employee's domestic partner to receive all or part of the period of paid maternity or adoption leave to which the employee would otherwise be entitled. If such an election is made, the employee's period of paid maternity leave or adoption leave will be reduced, and the employee's domestic partner will receive the corresponding amount of paid leave at the time of taking their parental leave.

## **46. LONG SERVICE LEAVE**

46.1. An employee is entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)*.

46.2. An employee is entitled to three (3) months leave after ten (10) years continuous service. Long Service leave will only be granted in block of at least seven (7) calendar days at full pay, or at least fourteen (14) calendar days at half pay, per occasion. A period of long service leave may not be broken by other forms of leave, except as provided under clause 48 or legislation.

- 46.3. Approval of an employee's application for leave will be subject to an employee giving reasonable notice of an employee's intention to take leave consistent with the leave program, and Airservices' consideration of the operational impact.
- 46.4. Access to long service leave will not be unreasonably withheld however, applications for annual recreation leave take priority over long service leave.
- 46.5. An employee may not break long service leave with other forms of leave.
- 46.6. If an employee has one (1) to ten (10) years' service, Airservices will make a pro rata payment in lieu in the following circumstances:
  - (a) On cessation of employment on or subsequent to reaching retirement age, and at the employee's request;
  - (b) On retirement or resignation due to ill-health;
  - (c) On retrenchment; or
  - (d) In the event of death, payment will be made to an employee's Dependents or legal representatives.

#### **47. SPECIAL CIRCUMSTANCES LEAVE**

- 47.1. In the case of a permanent employee with more than twelve (12) months continuous service, Airservices may grant leave of absence without loss of pay for matters not covered by other paid leave provided for under this Agreement.

#### **48. PERSONAL ILLNESS DURING PAID LEAVE**

- 48.1. If an employee is ill while on recreation leave (refer clause 36) or long service leave (refer clause 46) and produces a medical certificate, an employee will be re-credited with the period of leave that would have otherwise been taken. In the case of long service leave, the credit will be the calendar period for which an employee was certificated as being ill.
- 48.2. If an employee is ill while on unpaid maternity leave, an employee may be granted, according to an employee's classification, paid personal or sick leave subject to the provision of a medical certificate.

#### **49. PUBLIC HOLIDAYS**

An employee is entitled (excluding casual employees), without loss of pay, to the following public holidays or substituted day as gazetted in each State:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday and the following Saturday and Monday
- (d) Anzac Day;
- (e) Queen's birthday;
- (f) Labour day or Eight hours' day;
- (g) Christmas Day (actual day for shift working employees);
- (h) Boxing Day (actual day for shift working employees);
- (i) An additional day normally in conjunction with Christmas/New Year holidays. For shift working employees, this additional day will be provided on 27 December; and
- (j) Any State or Territory public holiday, not specified in this clause, where the day is declared under State or Territory law and is observed by the whole (or relevant part) of the community in the State or Territory. However, a Sunday is not

considered a public holiday for the purposes of this Agreement, unless a gazetted public holiday falls on the Sunday.

## **50. PERFORMANCE, CONDUCT, TERMINATION OF EMPLOYMENT**

50.1. The primary focus of managing an employee whose performance and/or conduct is unsatisfactory should be to constructively assist the employee to improve their performance and/or conduct to a satisfactory level within a reasonable time, giving such feedback and assistance as is appropriate. Initial or 'early intervention' processes may include, but are not limited to, providing an employee with a course of training or other remediation. Note taking by the relevant manager during counselling or feedback does not constitute making this a formal process.

### 50.2. *Procedural fairness*

Airservices will adhere to the principles of procedural fairness when managing an employee in relation to suspected under-performance or misconduct. This means that Airservices will:

- (a) promptly advise the employee of its concerns;
- (b) provide enough time to the employee to be represented or supported in relation to the performance and conduct management process;
- (c) provide enough opportunity for an employee to respond to the concerns raised by Airservices and to genuinely consider that response;
- (d) Airservices will be unbiased in the consideration of the employee's views and will genuinely consider the matters put by the employee or by their representative; and
- (e) Take actions and issue sanctions that are proportional to the employee's performance and conduct.

### 50.3. *Formal Process*

Where Airservices has serious concerns with an employee's performance and/or conduct, Airservices will observe the principles of procedural fairness, advise the employee of its concerns in writing, setting out relevant particulars and arrange a meeting with the employee to discuss those concerns before taking any action against the employee. This process does not apply where the employee has engaged in serious misconduct that warrants summary dismissal.

Without exhaustively stating the actions that Airservices may take to manage an employee's poor performance and/or conduct, Airservices may:

- (a) require the employee to undergo remedial training and/or counselling as appropriate to the circumstances of the case;
- (b) give the employee a written warning appropriate to the circumstances of the case;
- (c) set conditions with which the employee needs to comply;
- (d) reduce the employee in classification for a period of time or indefinitely;
- (e) terminate the employee's employment.

## 51. STAND DOWN

- 51.1. Airservices may stand down an employee on full pay in the following circumstances:
- In the event of an inquiry or investigation into an accident or incident in which an employee is either directly or indirectly involved, and to the extent that given the nature of the accident or incident, and the employees involvement, or otherwise to conform with regulatory requirements;
  - In the event of disciplinary action, where it can be justified that the matter for which disciplinary action has been taken is of such a nature that stand-down is reasonably warranted;
  - Where Airservices have reason to believe that an employee may not be fit for duty and have been referred for a fitness for duty assessment; or
  - During the notice period, where Airservices have given an employee notice to terminate employment Airservices may elect to continue to pay the employee during the notice period but not require the employee to attend work.
- 51.2. Airservices does not have an entitlement to stand down an employee without pay in any of the above circumstances or in any other circumstances (unless it is granted the power to do so in those other circumstances pursuant to a specific power under the Act).

## 52. NOTICE OF TERMINATION REQUIREMENTS

- 52.1. If you are a permanent employee you are entitled in respect of termination of employment to the following period of notice or, at Airservices election, payment in lieu of notice or a combination of notice and payment in lieu of notice:

<b><i>Years of Continuous Service</i></b>	<b><i>Notice</i></b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 52.2. In addition to the above notice, an employee will receive an extra week's notice if they are over 45 years of age and have at least two (2) years' continuous service with Airservices.
- 52.3. Where Airservices has given an employee notice of termination, they are entitled to one (1) day time off without loss of pay for the purposes of seeking other employment. This time can be taken at the employee's convenience after consultation with Airservices.
- 52.4. Airservices may terminate a casual employee's employment by giving them one (1) day notice.
- 52.5. An employee is not entitled to notice if Airservices terminate their employment for conduct which would justify summary dismissal at common law.
- 52.6. A permanent employee must give Airservices at least two (2) weeks' notice, or forfeit two (2) weeks' pay in lieu of notice, unless a lesser period is agreed.

- 52.7. Any notice of termination shall be in writing giving the appropriate period of notice and shall state the reasons for the termination and, if relevant, details of any counselling provided.

### 53. ABANDONMENT OF EMPLOYMENT

- 53.1. An unapproved absence from work for a continuous period exceeding five (5) working days without notification to us will be prima facie evidence that an employee has abandoned their employment.
- 53.2. Airservices will make all reasonable attempts to contact the employee over the five (5) day period for an explanation concerning their absence.
- 53.3. Where employment has been abandoned, the employee will be provided with a notice of termination in accordance with the Act..

### 54. REDEPLOYMENT AND REDUNDANCY

- 54.1. The following provisions do not apply to casual, fixed or probationary employees.

- 54.2. In this clause:

**“Completed years of service”**, means continuous service with Airservices and its predecessors, the Australian Public Service, the Australian Defence Force and other Commonwealth authorities and Commonwealth bodies specified under Regulation 8 of the *Long Service Leave (Commonwealth Employees) Regulations*. It does not include prior service in respect of which the employee is in receipt of a retirement benefit.

**“Continuous service”**, means periods of service broken only by an unavoidable period associated with the departure arrangements of an employee’s former employer and commencement of employment with Airservices, provided that an employee was in receipt of a firm offer of employment from Airservices before leaving their former employer.

**“Reasonable alternative position”** means an employment position which is at the same level, entails the same job function and is at the same geographic location. The same level includes salary, classification, and level of responsibility. The same job function means work that involves the deployment of the same or substantially the same skills and qualifications.

**“Potentially surplus employee”**, means:

- (a) An employee who is in a class of employees formally identified by Airservices as a class of employees which has a greater number of employees in it than is necessary for the efficient and economical working of Airservices;
- (b) An employee who is employed in a particular position, the substantial functions of which no longer are required to be performed because of organisational or technological change;
- (c) An employee who is employed in a position the functions of which are usually performed at a location and Airservices has determined that the location at which those duties will usually be performed will be in a different locality; or
- (d) An employee who is employed in a position the substantial functions of which Airservices has determined will be undertaken by a body other than Airservices.

**“Termination”**, means cessation of employment under the processes outlined in this provision.

- 54.3. Where an employee becomes a potentially surplus employee:

- (a) They will be notified of this in writing by Airservices
- (b) Airservices will seek to identify vacancies in non-affected work areas that may be suitable for the employee and inform the employee of them.
- (c) Airservices and the employee, and where requested by the employee, employee representatives, shall hold discussions. The purpose of those discussions shall be to ascertain the employee's views about future employment and also to identify options that may be available within Airservices. These discussions shall take place as soon as possible after the employee has been notified in accordance with clause 54.3 and in any event within 30 days of the employee becoming a potentially surplus employee.

54.4. Following these discussions the following will occur:

- (a) If the employee has expressed an interest in remaining in employment in a different available position which is at a lower classification level for which they are suitable and Airservices is able to appoint them to that position directly without carrying out a selection process, it will do so. In that case salary maintenance under clause 54.14 will apply.
- (b) If the employee has expressed an interest in remaining in employment in a different available position which is at a lower classification level and that position is being advertised, and Airservices is not able to appoint them to that position directly without carrying out a selection process, it will permit them to apply for that position. In that case, it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus. If they are successful salary maintenance under clause 54.14 will apply.
- (c) If the employee has expressed an interest in remaining in employment in a different position which is at an equal classification level, that is being advertised, Airservices will permit them to apply for that position and it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus.
- (d) If the employee has expressed an interest in remaining in employment in a different available position which is a higher classification level, that is being advertised, Airservices will permit them to apply for that position and it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus.
- (e) If an employee at the time they become potentially surplus is being employed at a higher duties allowance level under the provisions of this Agreement, they may be appointed to the position permanently if the position is required to be filled.
- (f) If rather than remain in employment with Airservices an employee expresses an interest in voluntary redundancy, Airservices will consider this request.
- (g) Airservices may offer a potentially surplus employee redeployment. A potentially surplus employee is not required to take up an offer of redeployment however if this offer of redeployment is a reasonable alternative position, as defined in clause 54.4, and the employee does not accept it, Airservices is not obliged to pay to that employee the redundancy benefits payable under clause 54. Airservices may make up to two offers of employment in alternative positions under this provision.

54.5. An employee who has expressed an interest in voluntary redundancy and who is not offered reasonable alternative employment will be offered voluntary redundancy. An employee will be given four weeks to indicate whether they wish to take up the offer of voluntary redundancy.

54.6. If an employee elects to accept voluntary redundancy, a termination date will be determined having regard to the staffing requirements of Airservices and the



employee's wishes. That date will be at least 4 weeks after the employee has notified their acceptance. (An employee will receive an extra week's notice if over 45 years of age with at least two (2) years continuous service with Airservices.)

- 54.7. An employee may elect to be terminated before the planned date. This election will be approved by Airservices unless there are overriding reasons, associated with the continuation of their function, that require the employee to be retained.
- 54.8. Where Airservices directs, or an employee requests and Airservices agree, an employee will be terminated at any time within the period of notice and will receive payment in lieu of salary for the unexpired portion of the notice period.
- 54.9. A termination date within the notice period will have regard to any unresolved appeal made under the Employee Grievance provisions of this Agreement.
- 54.10. Airservices will not involuntarily terminate an employee without consideration of job-swaps, re-training and re-deployment opportunities.
- 54.11. Where Airservices propose to involuntarily terminate an employee, the employee will be advised no less than three (3) months before the effective date.
- 54.12. Airservices will not involuntarily terminate an employee until the functional change or reduction in staffing requirements has occurred and Airservices has made attempts to mitigate the adverse effects of the change.
- 54.13. Benefits
- (a) Where an employee is potentially surplus and they are not able to be redeployed to a suitable alternative position under the terms of this clause, or agreement has been reached on voluntary redundancy, or Airservices wishes to make them involuntarily redundant, the employee will receive the following benefits on termination:
- (i) Payment of salary in lieu of any unexpired portion of notice of termination (refer clause 52); and
  - (ii) A payment comprising four (4) weeks' salary for each of the first five (5) completed years of service and three (3) weeks' salary for each subsequent completed year of service, plus a pro rata payment for each completed month of service since the last completed year, to a maximum of seventy five (75) weeks,
- provided that Airservices will not be required to pay a benefit where an employee refuses an offer of a reasonable alternative position.
- (b) For the purposes of calculation of these benefits, salary shall be taken to include:
- (i) Higher duties allowance where an employee has been acting at a higher classification for a continuous period of twelve (12) months immediately preceding the date that notice of retirement is given;
  - (ii) The weekly average amount of shift loading where an employee has received a loading for shift work during at least 50% of pay periods for the twelve (12) month period immediately preceding the date that notice of retirement is given; and
  - (iii) Other allowances in the nature of salary normally received by the employee.
- (c) A severance payment paid under this clause 54.13 includes any redundancy payment to which the employee is entitled under the National Employment Standards.
- (d) If an employee is terminated under this provision they will also receive:



- (i) Payment in lieu of unused recreation leave credits; and
- (ii) Payment in lieu of unused long service leave including a pro rata payment for each completed month of service since completion of the last full year of service. (If an employee has completed one (1) full year of service they will be entitled to a pro rata payment for completed years and months of service).

54.14. Salary maintenance on reduction of classification

- (a) If an employee is to be re-deployed to a position of lower classification they will be entitled to salary maintenance for a period as follows:
  - (i) If the employee has twenty (20) or more years' service or is over forty five (45) years of age - thirteen (13) months; and
  - (ii) All other employees - seven (7) months.
- (b) Salary for the purposes of maintenance payments is defined in the same terms as salary is defined for the calculation of severance payments in clause 54.13(b) of this provision.

54.15. *Other entitlements*

- (a) If an employee is required to move their household as a result of transfer to another location under this provision they will be entitled to reimbursement of reasonable expenses associated with that move on the same basis as if the employee had been promoted.
- (b) When an employee is on Term Transfer and terminated under this provision, they will be entitled to reimbursement of reasonable expenses associated with relocation to their home base on the same basis as they would have been at the completion of their Term Transfer (refer clause 21.6 (*Term Transfer Entitlements*)).
- (c) If an employee has been advised that their election to terminate has been approved or has received advice of involuntary termination they will be entitled to:
  - (i) Reasonable leave with full pay to attend necessary employment interviews; and
  - (ii) Travel and incidental expenses, considered reasonable by Airservices, incurred in attending such interviews, where such expenses are not met by the prospective employer.
- (d) If an employee is entitled to be paid an Early Retirement Benefit on age retirement, they will be paid those benefits when they receive the benefits payable under clause 54.13 of this provision.
- (e) Where an employee has been declared potentially surplus, under these provisions, and has excess recreation leave credits at the time they were declared surplus (or accrued excess leave credits prior to termination), the employee will be given every opportunity to use those credits before they are terminated under this provision.
- (f) Where Airservices are unable to allow an employee to utilise excess recreation leave, they will be paid in lieu of any recreation leave credits which exist due to the application of this clause at the date of termination.
- (g) If an employee is redeployed under this provision, they will have six (6) months from the date of redeployment to use any excess recreation leave credits.

54.16. *Support services*

- (a) Airservices will provide information and counselling services to enable employees to plan their future and to consider options under the voluntary termination and other provisions.
- (b) In addition, Airservices will meet the costs (up to a \$520 limit) of independent personal financial planning advice for the employee.
- (c) As part of this program, employees will be provided with an analysis of career prospects in their employment group. Advice will also be available on areas of skills needs and training programs.

54.17. *Retraining*

- (a) Retraining, usually in the form of on-the-job training, should be arranged if an employee is likely to be affected by re-structuring where:
  - (i) Retention in employment is unlikely without retraining; and
  - (ii) It would lead to a reasonable expectation of the employee's successful placement having regard to the findings of the skill needs audit.
- (b) In order to enhance an employee's employment prospects outside Airservices the following support may be provided:
  - (i) Where an employee has declined an offer of voluntary redundancy, Airservices will approve leave for retraining purposes where the employee demonstrates the proposed training will enhance the employee's potential to undertake an alternative career. Airservices will grant this leave under normal study leave provisions (refer clause 25), subject to operational requirements;
  - (ii) Where an employee has been terminated under this Agreement, on production of evidence of successful completion of a course of study that was commenced before retirement, an employee will be entitled to reimbursement of compulsory tuition fees and HECS charges incurred during the academic year in which termination took effect. This entitlement is subject to the employee demonstrating that the study will enhance the employee's potential to undertake an alternative career.
- (c) Retraining may also include the undertaking of a short course to provide new skills or update existing ones.

## **55. FITNESS FOR CONTINUED DUTY**

- 55.1. Early intervention is important if an employee is absent from work and an employee's health may be impaired. Should an employee experience a health problem that may impair an employee's capacity to perform an employee's duties in the long term, Airservices' objective will be to take positive and appropriate action.
- 55.2. Both medical and non-medical factors may contribute to absences from work for extended periods of time.
- 55.3. Should an employee be absent for health reasons, Airservices will explore with an employee possible non-medical outcomes. These may include, but are not limited to:
  - (a) The provision of appropriate training;
  - (b) Modification of an employee's duties;
  - (c) Arranging for specialised counselling;
  - (d) An employee's temporary transfer to different duties;

- (e) An employee's permanent transfer to another position at the same level; or
  - (f) The counselling of an employee's supervisor.
- 55.4. Where an employee's absence appears directly related to medical factors, any action Airservices takes will be based on the expert advice of a DAME.
- 55.5. Referral to a DAME
- (a) Airservices may refer an employee to a DAME where there appear to be health issues which may substantially impair, other than temporarily, an employee's ability to perform their duties. This power of reference is only to be made by a Service Delivery Line Manager, with the approval of the Executive General Manager, ATC.
  - (b) Where the manager has concerns about an employee's attendance record which do not relate to the health issues referred to in clause 55.5(a) the manager will utilise the provisions of clause 37 of this Agreement relating to the management of Personal leave, or Airservices' Attendance Management system, as appropriate.
- 55.6. Airservices will arrange for an employee to be examined by a DAME in circumstances where:
- (a) An employee have been absent from duty on account of illness for a continuous period of 4 weeks and an employee could be substantially impaired, other than temporarily, in the ability to perform an employee's duties;
  - (b) An employee have been absent on account of illness for 13 weeks continuously;
  - (c) An employee have been absent on account of illness for a total of 13 weeks in any 26 week period;
  - (d) An employee presents a report from a registered medical practitioner indicating that an employee is unfit for duty and the prognosis is unfavourable.
- 55.7. Should an employee be required to consult a DAME, at a reasonable time before the appointment, Airservices will inform an employee in writing of:
- (a) The time and place of the examination;
  - (b) The purpose of the examination, and the reason Airservices arranged it;
  - (c) An employee's right to be provided on request with the information to be furnished to the DAME;
  - (d) An employee's right to submit supporting material for consideration by the DAME; and
  - (e) If an employee has been a superannuation contributor for less than 20 years - the need to bring to the medical examination any Benefit Classification Certificate issued to an employee.
- 55.8. Where an employee has been referred to and attends a DAME, Airservices will provide an employee with written details of the findings of the medical examination, any recommendations provided by the DAME, and advice of any action Airservices propose as a result.
- 55.9. An employee will be given the opportunity to respond to any action proposed to be taken and may provide a written response to Airservices within 14 days.

- 55.10. Airservices may take action that includes, in descending order, but is not limited to the following:
- (a) Return an employee to an employee's current position and duties;
  - (b) Redeploy an employee at the same level in a different position;
  - (c) Redeploy an employee to a lower level position with an employee's consent;
  - (d) Redeploy an employee to a lower level position without an employee's consent;  
or
  - (e) Terminate an employee's employment with Airservices.

## **56. LOSS OF ESSENTIAL QUALIFICATION (LOEQ)**

- 56.1. If an employee is required to hold an essential qualification to undertake or continue employment with Airservices, the retention of that essential qualification remains a condition of an employee's employment.
- 56.2. An employee is not qualified to perform an employee's duties if:
- (a) An employee ceases to hold, or becomes unable or ineligible to hold or to use and enjoy, an essential qualification; or
  - (b) A court, person, authority or body that is competent to do so suspends, cancels, revokes, rescinds or otherwise withdraws an essential qualification that an employee holds.
- 56.3. An essential qualification is defined as:
- "any statutory, professional, academic, commercial, technical, trade, health or other qualification the holding of which is a prerequisite to the practice of a profession, trade or occupation, the exercise of a right or the performance of a function or duty, being a profession, trade, occupation, right, function or duty that is necessary for that employee to practice, exercise or perform in the course of his or her employment".
- 56.4. In general terms, an essential qualification can be described as a licence, rating or membership of an official body overseeing standards of conduct or performance in a profession, trade or occupation. Specifically, it is any qualification required for the satisfactory performance of duty at the classification level for which the qualification is prescribed.
- 56.5. Although Airservices would normally determine the necessity of a qualification, industry or professional qualifications may also apply.
- 56.6. Loss of essential qualification means temporary loss and/or permanent loss.
- 56.7. Loss of an essential qualification will result in internal review and assessment as to possible alternate placement options. Permanent loss of an essential qualification may result in redeployment or termination of employment.
- 56.8. Interaction between performance, discipline and medical fitness provisions
- Where the principal reasons giving rise to the loss of the essential qualification are directly attributable to circumstances and outcomes covered by Airservices' performance and discipline procedures or Airservices' fitness for duty procedures, then the matter will be addressed in accordance with those procedures.
- 56.9. Procedures

Where an essential qualification has been lost under circumstances which do not warrant action under other provisions, the following instructions apply:

(a) Initial action

- (i) Should Airservices become aware that an employee no longer possesses an essential qualification, the Manager will discuss the matter with an employee and an employee's nominated representative and advise the employee if it is proposed to inquire into the matter.
- (ii) An employee will be allowed the opportunity to provide explanation or comment within seven (7) days. If an employee has already been allowed an opportunity to provide explanation or comment by way of disciplinary action or fitness for duty procedures, they will be allowed to provide further explanation during that seven (7) day period.

(b) Further inquiry

At the close of the initial seven (7) day period allowed for explanation or comment, Airservices may make any inquiries considered necessary and in the manner Airservices think fit. In doing so, Airservices will ensure that the following matters are considered:

- (i) The circumstances leading to the loss of the qualification;
- (ii) The steps necessary to regain the qualification;
- (iii) Whether the employee is likely to regain the qualification within a reasonable time, if at all;
- (iv) Any explanation or comments the employee provides;
- (v) The potential benefits and cost to Airservices of providing appropriate retraining for the employee; and
- (vi) Any special agreements with industrial organisations concerning the procedures to be adopted when qualifications are to be suspended or cancelled.

(c) An employee's comment

- (i) When the inquiry is completed and results in additional findings, Airservices will allow an employee a further seven (7) days to comment on the findings from the time an employee is advised of the findings.
- (ii) If Airservices consider the employee is likely to regain the qualification within a reasonable time given the circumstances which apply, the employee will be provided with suitable duties during the intervening period.

(d) Decisions on redeployment or termination of employment

- (i) If Airservices consider that the employee is not likely to regain the qualification within a reasonable time, and the employee should be transferred to other duties, Airservices will first consider whether it would be in the interest of efficient administration to transfer this employee to a position at the same level.
- (ii) If Airservices conclude that transfer at the same level is not appropriate, Airservices may then, by notice in writing, reduce the employee's classification or terminate the employee's employment.
- (iii) If Airservices do not transfer the employee at the same level and Airservices are satisfied that it would be in the interests of efficient administration to reduce the employee's classification and a suitable position is available, the

employee may be redeployed to a lower level classification, rather than have their employment terminated.

- (iv) Any reduction in classification must be to duties for which an employee is qualified and which an employee could perform efficiently either immediately or within a reasonable period, and which the employee could reasonably be required to perform.
- (e) Notice of reduction or termination of employment
  - (i) If Airservices give notice of reduction of classification or termination of employment, the notice must include or be accompanied by the reasons for the decision and, unless the employee has given prior written consent to the action being taken, advice of any right of appeal.
  - (ii) Appeal provisions in relation to reduction of classification are available through Airservices internal processes.
  - (iii) The sole right of review in relation to termination of employment would be through the Act.
- (f) Superannuation and other entitlements
  - (i) Contributors to the Commonwealth Superannuation Scheme with at least one year's contributory service are entitled to involuntary retirement benefits under the Superannuation Act 1976 if retired because of the loss of an essential qualification.
  - (ii) If an employee's employment ceases because they have lost an essential qualification, this employee is entitled to payment in lieu of long service leave and recreation leave credits.
- (g) Consultation

If the employee concerned requests it, the employee's representative will be notified in writing when an employee has lost, or is about to lose an essential qualification. The notification will include details of when discussions with the employee are to be held regarding the consequences of the loss.

## **57. EMPLOYEES WHO ARE ENTITLED TO BENEFIT OF EARLY RETIREMENT PROVISIONS UNDER PREVIOUS INDUSTRIAL INSTRUMENTS: SPECIAL PROVISIONS**

57.1. *The purpose of this clause is:*

- (a) To recognise and continue the legal entitlement of certain employees (called in this clause an 'ERB employee') to the benefit of Early Retirement Benefit provisions as contained in clause 25 of the Award according to those provisions; and
- (b) To confer an entitlement during the operation of this Agreement on an ERB employee to convert their existing benefit entitlement into an alternative benefit if they so wish.

57.2. For the purposes of this clause 57:

**Age in years** of the employee on retirement will be calculated in accordance with the provisions of section 6 of the *Superannuation Act 1976*.

**ERB employee** means an employee:

- (a) who was employed by Airservices on 1 July 1998 in one of the classifications referred to clause 25.2 of the Award; and



- (b) who has not made an election under the provisions of clause 8.6 of the Airservices Australia Enterprise Agreement 1998-2001 (or pursuant to any other right to do so given to them by Airservices) to convert the benefit of their ERB entitlement to another form of benefit.

**Final annual rate of salary** has the same meaning as in the *Superannuation Act 1976*.

**Relevant licensing authority** means the person who, in accordance with the Civil Aviation Regulations as in force from time to time, is empowered to licence a person to be an Air Traffic Controller.

**Relevant period of air traffic control service** means the period, or the sum of the periods, during which the employee was employed as an Air Traffic Controller or Flight Service Officer or Air Traffic Control Manager but does not include any period of service occurring before the employee was granted an Air Traffic Controller or Flight Service Officer licence by the relevant licensing authority or graduated from an Air Traffic Controller or Flight Service Officer course conducted by, or on behalf of, the relevant licensing authority, or any period of service before the employee last became an employee, or periods of leave without pay which have been determined not to count as service.

57.3. Subject to the provisions of clause 57.4, an ERB employee:

- (a) who immediately before their retirement is employed in a classification referred to in clause 25.2 of the Award or an equivalent operational classification; and
- (b) who retires from Airservices after attaining the age of 50 years, and before or upon attaining the age of 60 years, and who at the date of retirement has had a relevant period of air traffic control service exceeding 10 years,

will be entitled to be paid an amount equal to the product of A, B and C where:

- 'A' is the final annual rate of salary of the ERB employee,
- 'B' is the factor specified in the Table below opposite the age in years of the ERB employee on retirement, and
- 'C' is the number of years of service the ERB employee has completed in the relevant period of flight service or air traffic control service.

**Factors Applicable To Early Cessation Payment**

Age in years of the ERB employee on retirement	Factor
50 – 55 years	0.037
56 years	0.033
57 years	0.029
58 years	0.025
59 years	0.021
60 years	0.017

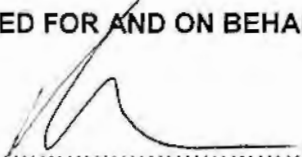
57.4. An employee will not be entitled to payment, if Airservices is satisfied, having regard only to operational requirements, that the retirement of an employee is not in the interest of Airservices.

57.5. Approval under these provisions is deemed to be satisfied where the employee gives six (6) months written notice of the retirement date. Applications with less than six (6) months notice will continue to be considered.



- 57.6. Where the retirement request directly results from substantive organisational changes or changes to operations introduced by Airservices which affect an employee, applications with a minimum period of two (2) months notice will be considered.
- 57.7. A date of retirement, once notified to Airservices, shall not be delayed by more than three (3) months without Airservices' approval.
- 57.8. An ERB employee shall have during the operation of this Agreement a right to elect to convert their entitlement to the Early Retirement Benefit into an alternative form of benefit in its place according to the following:
- | <b>Category of ERB Employee</b> (at date of election) | <b>Alternative Benefit</b> |
|---|----------------------------|
| Employees under age 50 years                          | Fortnightly payments       |
| Employees age 50-60 years                             | Lump sum                   |
- 57.9. The process for making an election and the calculation of the fortnightly payments and lump sums of the alternative benefit shall be as specified by the Airservices procedure that governs that matter.

SIGNED FOR AND ON BEHALF of )

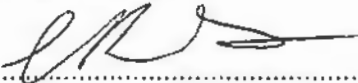
  
.....

Airservices Australia

) Name: Peter Curran  
) Position: Executive General Manager  
Air Navigation Services  
Address: 25 Constitution Avenue  
Canberra ACT 2601

Dated: 17/3/2020

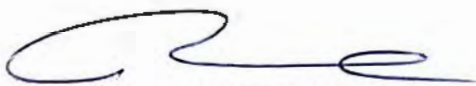
in the presence of:

  
.....

Name CLAIRE ROBERTS

Dated: 17/3/20

SIGNED FOR AND ON BEHALF of )

  
.....

(as Bargaining Representative)  
Civil Air Operations Officers' )  
Association of Australia )

Name: Thomas McRobert  
Position: President CIVIL AIR

Dated: 19/3/2020

in the presence of:

  
.....

Name Bridget Hosking

Dated: 19/3/2020

**ATTACHMENT 1**

**AIR TRAFFIC CONTROLLER CLASSIFICATION AND BASE SALARY TABLE**

	<b>Date of Operation</b>	<b>12 months</b>	<b>24 months</b>
	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>Ab Initio Trainee</b>	\$51,415	\$52,443	\$53,492
<b>Field Trainee</b>	\$77,123	\$78,666	\$80,239
<b>Level 1</b>	\$104,973	\$107,073	\$109,214
<b>Level 2</b>	\$117,827	\$120,184	\$122,588
<b>Level 3</b>	\$130,680	\$133,294	\$135,960
<b>Level 4</b>	\$142,106	\$144,949	\$147,847
<b>Level 5</b>	\$153,531	\$156,602	\$159,734
<b>Level 6</b>	\$167,099	\$170,441	\$173,850
<b>Level 7</b>	\$178,524	\$182,095	\$185,737
<b>Level 8</b>	\$189,951	\$193,750	\$197,625
<b>Level 9</b>	\$196,378	\$200,305	\$204,311
<b>SY TTCU</b>	\$211,375	\$215,602	\$219,914
<b>UTS</b>	\$216,017	\$220,337	\$224,744
<b>CSS / SS</b>	\$216,017	\$220,337	\$224,744
<b>SY CSS/Supervisor</b>	\$232,511	\$237,161	\$241,904

### ADT CLASSIFICATION AND BASE SALARY TABLE

	Date of Operation	12 months	24 months
	2%	2%	2%
<b>ADT Trainee</b>	\$70,658	\$72,072	\$73,513
<b>ADT 1</b>	\$114,126	\$116,408	\$118,736
<b>ADT 2</b>	\$123,053	\$125,514	\$128,024
<b>ADT Supervisor</b>	\$153,141	\$156,204	\$159,328

### SSO CLASSIFICATION AND BASE SALARY TABLE

	Date of Operation	12 months	24 months
	2%	2%	2%
<b>Trainee</b>	\$72,886	\$74,344	\$75,831
<b>SSO1 – Year 1</b>	\$80,062	\$81,663	\$83,296
<b>SSO2 – Year 2</b>	\$84,823	\$86,520	\$88,250
<b>SSO3 – Year 3</b>	\$89,639	\$91,431	\$93,260
<b>SSO4 – Fully Endorsed SSO</b>	\$92,446	\$94,295	\$96,180
<b>SSO5 – Multi-Skilled SSO</b>	\$95,307	\$97,213	\$99,157
<b>SSO6 – Exercise Design and Development</b>	\$98,162	\$100,125	\$102,127
<b>SSO7 – Competency, Training and Standards</b>	\$107,978	\$110,138	\$112,341
<b>SSO8 – Simulator Data and Design</b>	\$112,492	\$114,742	\$117,036
<b>SPVR – Simulator Team Leader</b>	\$126,553	\$129,085	\$131,666
<b>SPVR – Simulator Data Management Team Leader</b>	\$126,553	\$129,085	\$131,666
<b>SSO Instructor – ASA ATC Instructor (Lower Band) Higher Duties</b>	\$112,489	\$114,738	\$117,033

**FDC CLASSIFICATION AND BASE SALARY TABLE**

	<b>Date of Operation</b>	<b>12 months</b>	<b>24 months</b>
	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>FDC Trainee</b>	\$76,791	\$78,327	\$79,893
<b>FDC Level 1</b>	\$97,794	\$99,749	\$101,744
<b>FDC Level 2</b>	\$105,676	\$107,790	\$109,945
<b>FDC Level 3</b>	\$108,393	\$110,561	\$112,772
<b>FDC Level 4</b>	\$111,347	\$113,574	\$115,846
<b>FDC Level 5</b>	\$119,189	\$121,573	\$124,004
<b>FDC Level 6</b>	\$123,252	\$125,717	\$128,231
<b>FDC Supervisor</b>	\$143,622	\$146,495	\$149,424

## **SCHEDULE 1 – AB INITIOS**

### 1. Definition

An Ab Initio is an employee who:

- (a) does not hold, and has never held, an air traffic control licence; and
- (b) is undergoing training provided by Airservices with the aim of becoming a licensed air traffic controller.

### 2. Application of this schedule

This Schedule 1 applies to Ab Initios only. To the extent of any inconsistency, this schedule applies to the exclusion of other parts of this Agreement.

### 3. Personal/carer's leave

- (a) Clause 37 of this Agreement does not apply to Ab Initios.
- (b) Ab Initios will accrue personal/carer's leave in accordance with clause 38 of this Agreement.

### 4. Termination of employment

Airservices may terminate the employment of an Ab Initio if that Ab Initio fails to satisfactorily complete an essential component of their training.

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2020/822

**Applicant:**

Airservices Australia

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Rodney Sciortino, Chief Operations Officer (ATM) for Airservices Australia give the following undertaking with respect to the *Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2020 – 2023* ("the Agreement"):

1. I have the authority given to me by Airservices Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. During the term of the Agreement Ab Initio Trainees will be not required to work night shift or to perform ordinary hours on weekends.
3. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

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**Signature**

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**Date 9 April 2020**