



**AIRSERVICES AUSTRALIA
COLLECTIVE AGREEMENT
2009-2013**

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1.1 TITLE

This Agreement will be known as the *Airservices Australia Collective Agreement 2009 – 2013*.

1.2 DEFINITIONS

- 1.2.1 "Act", means the Workplace Relations Act 1996 as amended from time to time and includes any subsequent legislation which may replace the Act.
- 1.2.2 "*Agreement*", means this Collective Agreement.
- 1.2.3 "AIRC", means the Australian Industrial Relations Commission or any successor body that is conferred with the same or similar functions.
- 1.2.4 "AWAs", means Australian Workplace Agreements made under the Act.
- 1.2.5 "Award", means the Airservices Australia Award 2000 or any other Award, which replaces or supersedes that Award.
- 1.2.6 "Base salary", means the salary rate under Attachment 1 which will be salary for all purposes. Specifically, where salary sacrifice and purchased additional leave have been agreed, the base salary will be determined as if the salary sacrifice or leave arrangement has not been agreed.
- 1.2.7 "*Immediate Family*", means:
- (a) Your domestic partner (including your former domestic partner);
 - (b) Your child or adult child (including an adopted child, a step child or an ex-nuptial child, adult child), parent, grandparent, grandchild or sibling of yours or of your domestic partner; and
 - (c) A person related to you by Aboriginal and/or Torres Strait Islander kinship Structures.
- 1.2.8 "Domestic Partner", means someone who lives with you in a domestic partnership, and includes your spouse.
- 1.2.9 "Former Domestic Partner", means someone who lived with you in a domestic partnership, and includes your spouse.
- 1.2.10 "Operational Environment", means the regulated facility which supports the provision of air traffic services.
- 1.2.11 "Registered health practitioner" means a health practitioner who is registered or licensed as a health practitioner under a State or Territory law. A registered health practitioner can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that State or Territory law.

1.2.12 "Union", means each of the following: the Community and Public Sector Union; Association of Professional Engineers, Scientists and Managers Australia; and Communications and Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

1.2.13 "We", "Us", "Our" and "Airservices", means or refers to Airservices Australia.

1.2.14 "You", "Your" and "Employee", means or refers to all employees bound by this Agreement.

1.3 COMMENCEMENT AND PERIOD OF OPERATION

1.3.1 This Agreement begins to operate on the seventh day after the date of the issue specified in the notice given by the Workplace Authority Director pursuant to the Act

1.3.2 The nominal expiry date of this Agreement shall be the date which is four (4) years after the date that this Agreement begins to operate.

1.4 NO EXTRA CLAIMS

1.4.1 This Agreement constitutes a comprehensive agreement in settlement of all matters for its duration.

1.4.2 For the life of this Agreement, there will be no further claims by any party to this Agreement, except where consistent with the terms of this Agreement.

1.5 SCOPE AND PARTIES BOUND

1.5.1 This Agreement is between:

- (a) Airservices;
- (b) The Unions; and
- (c) All employees in classifications under Attachment 1 of this Agreement and Schedules 1, 2 and 3 bound by this Agreement.

1.5.2 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.

1.5.3 Employees classified as Air Traffic Controllers, Simulator Support Officers, Flight Data Coordinators and Aviation Rescue Fire Fighters in an operational environment, or employed under an individual contract of employment or under an AWA are not bound by this Agreement.

1.6 RELATIONSHIP TO THE AWARD

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

1.7 RELATIONSHIP TO POLICIES, SYSTEMS AND PROCEDURES

- 1.7.1 Airservices policies, systems and procedures pertaining to the employment relationship do not form part of this Agreement. To the extent that there is any inconsistency between any Airservices policy, system and/or procedure and the terms of this Agreement, the terms of this Agreement shall prevail.
- 1.7.2 Airservices will consult with you and the unions in the development and variation of such policies, systems and procedures and Airservices will not change policies, systems or procedures without consultation in accordance with Clause 3.1.

1.8 RELATIONSHIP TO BUSINESS GROUP SPECIFIC SCHEDULES

- 1.8.1 Your working conditions may differ depending the Business Group in which you work and your job classification.
- 1.8.2 These differences are prescribed in Business Group specific Schedules which are attached to this Agreement.
- 1.8.3 To the extent that there is any disparity between the provisions of the Parts of this Agreement and Business Group specific Schedules, the Schedules will prevail.

1.9 AGREEMENT OBJECTIVES

- 1.9.1 The parties are committed to fostering an employment relationship between Airservices and employees which is based on mutual respect, cooperation and the principles of consultation and participation in all aspects relating to employment conditions.
- 1.9.2 It is acknowledged that Airservices' management has a responsibility, on a continuous basis, to review the way work is performed and organised with a view to improving productivity and the way Airservices operates. Therefore, subject to the terms of this agreement, it is accepted by Airservices, employees and the Unions that business reform is likely to be ongoing during the life of the Agreement and that they too will be open, co-operative and responsive to the need for continuous reform and improvement.

1.10 FLEXIBILITY AGREEMENTS

- 1.10.1 Two types of flexibility agreements may be made, namely:
- (a) An **Individual Flexibility Agreement** under which Airservices and an individual employee agree to vary the application of certain terms of this collective agreement to meet the needs of the individual employee and the employer; and
 - (b) A **Group Flexibility Agreement** under which Airservices and a particular group of employees by majority agreement agree to vary the application of certain terms of this

collective agreement to meet the needs of the group of employees concerned and the employer.

- 1.10.2 Disputes in relation to the application of this clause or in relation to the operation of a Flexibility Agreement may be dealt with under the Dispute Settlement Clause of this collective agreement.
- 1.10.3 An Individual or Group Flexibility Agreement may vary the application of terms in this collective agreement that deal with:
- (a) arrangements for when work is performed including hours of work, starting times, shift lengths and breaks;
 - (b) additional hours (overtime), penalty rates, loadings and allowances. This may include variations to the application of terms to permit annualised (or commuted) salaries which incorporate other payments in a total salary; and/or
 - (c) supplementary salaries.

Individual Flexibility Agreement

- 1.10.4 Where Airservices and an individual employee have agreed to vary the application of terms of this collective agreement in relation to matters mentioned in cl. 1.10.3, an Individual Flexibility Agreement will provide specific entitlements to employees that are more beneficial than those prescribed by this collective agreement.
- 1.10.5 An Individual Flexibility Agreement must be made genuinely without coercion or duress.
- 1.10.6 An employee may choose to be represented by a union or other person in discussions on proposed Individual Flexibility Agreements.
- 1.10.7 An Individual Flexibility Agreement must be in writing, name the parties and be signed by the employer and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian). It must also specify:
- (a) The particular terms of this collective agreement that will be varied;
 - (b) The nature of the varied arrangements and how they will operate; and
 - (c) The period for which the agreement will operate.
- 1.10.8 Airservices must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 1.10.9 An Individual Flexibility Agreement may be terminated at any time, by written agreement between the employer and the individual employee, or by either party with 28 days written notice of termination to the other party.
- 1.10.10 Airservices shall provide reports to meetings of the National Consultative Council on the subjects covered by Individual Flexibility Agreements.

Group Flexibility Agreement

1.10.11 A Group Flexibility Agreement:

- (a) Must be made genuinely without coercion or duress.
- (b) Must result in each employee concerned being better off overall compared with the position that they would be in without the Group Flexibility Agreement.
- (c) Can be used to provide specific entitlements in relation to matters mentioned in cl. 1.10.3 that are more beneficial than those prescribed by this collective agreement

1.10.12 A proposed Group Flexibility Agreement must be formulated in writing specifying:

- (a) The particular group of employees who will be directly affected by it ('the relevant employee group');
- (b) The particular terms of this collective agreement that will be varied;
- (c) The nature of the varied arrangements and how they will operate; and
- (d) The period for which the agreement will operate.

1.10.13 The proposed Group Flexibility Agreement must be provided to employees in the relevant employee group and, if requested by an the employee in the relevant group request it, to the union(s) that have coverage of the work concerned allowing for a maximum of 21 days for consultation.

1.10.14 Following consultation Airservices will provide the Flexibility Agreement to each of the employees in the relevant employee group and to the union(s) that have coverage of the relevant employee group.

1.10.15 Over a period of no less than 7 days Airservices will conduct a vote of the relevant employees on the question of whether they want to make the Group Flexibility Agreement.

1.10.16 If a two-thirds majority of the relevant employees who are members of the employee group at the time, vote in favour of making the Group Flexibility Agreement, the Group Flexibility Agreement will operate in respect of all employees who are or who become members of the relevant group during the period of its operation.

1.10.17 The outcome of the vote will be notified to the relevant employees and union(s) and the Group Flexibility Agreement will be posted on Avnet and kept as a time and wages record.

1.10.18 An employee in respect of whom a Group Flexibility Agreement operates may terminate it in relation to the employee by written notice of no less than 45 days written notice. Airservices may terminate the operation of a Group Flexibility Agreement by 45 days written notice to the employees who are subject to its operation.

PART 2: RESPONSIBILITIES, GUIDANCE AND SUPPORT

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2.1 YOUR RESPONSIBILITIES

2.1.1 There are some key responsibilities that you have to Airservices. These include, but are not limited to:

- (a) Demonstrating behaviour consistent with Airservices' positive attendance culture, including attending work reliably and on time other than where genuine illness and caring responsibilities prevent you from doing so;
- (b) To do all work to the best of your ability, skill and competence in accordance with your job description (a copy of which has been provided to you as varied from time to time);
- (c) To carry out your work at places reasonably requested by us;
- (d) To comply with our policies, procedures and work practices as varied from time to time;
- (e) To be ready, willing and available to work free from impairment of drugs and alcohol;
- (f) To do your best to promote, and not harm, our business, interests and reputation;
- (g) To behave professionally, treating people with dignity and respect; and
- (h) To comply with all lawful instructions given by Airservices.

2.2 AIRSERVICES RESPONSIBILITIES

2.2.1 In return for the performance of your work under this Agreement Airservices will pay you the remuneration specified by this Agreement and otherwise comply with provisions of this Agreement that impose obligations on Airservices.

2.2.2 Airservices will provide training which is directed towards improving and enhancing your skills and capabilities in areas which are relevant to the role in which you are employed and your prospects of career progression with Airservices.

2.2.3 Airservices will abide by the requirements of policies, systems and procedures as varied from time to time.

2.2.4 Airservices will abide by the requirements of relevant legislation and laws that apply to the employment relationship including:

- (a) Industrial relations;
- (b) Anti-discrimination;
- (c) Superannuation;
- (d) Long service leave;
- (e) Occupational health and safety;
- (f) Workers' compensation;
- (h) Taxation; and
- (i) Privacy.

2.3 OFFER OF EMPLOYMENT LETTER

2.3.1 Your category of employment, classification, workplace location/s and salary is that advised in your offer of employment letter or any subsequent letter.

2.3.2 In the event of a change to your category of employment, classification, workplace location/s or salary you will be advised of the terms of the change in writing.

2.4 CONFIDENTIAL INFORMATION

2.4.1 You must not, either during your employment with us or after it, disclose to any person (other than in the performance of your duties) any “confidential information” about Airservices or its Subsidiaries that you become aware of through your employment with us, without our prior written consent.

2.4.2 For the purposes of this clause “Confidential information” includes but is not limited to our business or operational interests, our methodology and affairs, financial information, technical information, matters relating to any entity that we may have dealings with and anything else we notify you as being confidential.

2.5 INTELLECTUAL PROPERTY RIGHTS

2.5.1 All intellectual property rights arising as a result of the performance of your employment with us are our property.

2.5.2 For the purposes of this clause “intellectual property rights” means copyright, trademark, design, patent, process or any other matters capable of legal protection.

2.5.3 You will do all things necessary to assist us to identify, document and protect our intellectual property rights.

2.6 CONFLICTS OF INTEREST

2.6.1 You will disclose to us any interests (whether direct or indirect), which may give rise to a conflict with the performance of your employment with us.

2.6.2 For the purposes of this clause “conflicts of interest” includes but is not limited to any involvement in any work for, or provision of services to any other company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of Airservices.

2.6.3 If directed, you will take all necessary steps to remove any conflict of interest (whether direct or indirect).

2.7 DISCLOSURE OF INFORMATION UPON ENGAGEMENT

2.7.1 It is a requirement that the information provided by you, in your application for employment be true, complete and accurate.

2.7.2 In the event that any inaccuracy or omission is discovered about this information, which has a detrimental effect on us, we may terminate your employment with us.

2.7.3 Such termination would not occur until you and we have had an opportunity to discuss the nature of the inaccuracy or omission and have considered any explanation offered about it.

2.8 RESTRICTIONS ON YOUR ABILITY TO WORK FOR ANOTHER PERSON

2.8.1 Subject to the following clause you cannot work for someone (including yourself) other than Airservices while employed by Airservices.

2.8.2 Airservices may give you our written permission to work for someone else. Airservices will do this if such permission will not harm Airservices business or affect your ability to carry out your work, or affect any other matters in this Agreement. Airservices will not unreasonably withhold our permission.

2.9 LEGAL REPRESENTATION, INDEMNITY AND RELEASE ARRANGEMENTS

2.9.1 Airservices will indemnify and release you against all claims and demands made against you by any person (including by Airservices, employees of Airservices, customers of Airservices and legal personal representatives), where:

- (a) The claim or demand is made as a result of injury or loss to a person or property as a result of your negligence or alleged negligence in performing your duties in the course of employment;
- (b) Except where such injury or loss was caused wilfully by you or was caused by gross dereliction of duty on your part.

2.9.2 If Airservices indemnifies and releases you pursuant to this clause, Airservices will provide legal counsel and defend you and your estate in any legal action arising in connection with the performance of your duties, and indemnify you and hold you harmless from any judgment resulting from the legal actions.

2.9.3 After consideration of operational requirements, Airservices will release you 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.

PART 3: CONSULTATION AND COMMUNICATION

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3.1 EMPLOYEE AND UNION CONSULTATION ON CHANGE

- 3.1.1 Airservices will consult employees and their union representatives about the introduction of changes that have an impact on employees covered by this agreement or the operation of this Agreement before a final decision is made to adopt a particular proposal and implement the change.
- 3.1.2 Matters that will be regarded as having an impact on employees covered by this agreement will include, but will not be limited to, substantial changes in the structure, deployment or methods of operation of the workforce covered by this agreement and any changes likely to lead to the redundancy of positions held by employees covered by this agreement.
- 3.1.3 The purpose of that consultation will be to seek the views of employees and their union representatives about changes that are under consideration and have them taken into account to contribute to the consideration process before a final decision is made to adopt a particular proposal and implement the change.
- 3.1.4 The consultation will include the provision by Airservices of all relevant information regarding financial, operational and staffing implications, excepting information that is confidential and/or commercially sensitive. Information that is provided by Airservices to employees and their union 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.
- 3.1.5 Once a final decision is made by Airservices to implement a particular change of the kind described, it will also inform employees and their union representatives of that decision and consult them about steps to mitigate any adverse effects on employees.
- 3.1.6 The parties will endeavour to reach agreement on issues raised in the course of consultation.
- 3.1.7 If there is a dispute during the consultation processes, that dispute may be referred to the Commission under the dispute settlement provisions of this Agreement. Apart from other matters that it considers relevant in settling such a dispute, the AIRC will have regard to the need to protect information of Airservices that is confidential and/or commercially sensitive.

3.2 CONSULTATIVE BODIES

- 3.2.1 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 senior Union and Airservices management representatives and may deal with matters concerning Airservices' business, structure, technology, programs and functions, where those matters also pertain to the employment relationship.
- 3.2.2 Airservices will provide the following to facilitate Union and employee representatives' attendance at meetings of the NCC and relevant sub-committees:
- (a) *Union attendance:*

Payment of all reasonable travel and accommodation expenses.

- (b) *Employee attendance:*
- i. All reasonable travel, accommodation and incidental expenses will be paid;
 - ii. Leave to undertake representation business resulting from an involvement in the above activities will be paid; and
 - iii. Additional hours for shift-working employees participating in the above activities on their rostered days off will be paid.

For the purposes of this clause “reasonable travel and accommodation” means a return economy class air fare and accommodation arranged by us.

3.3 DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURE

3.3.1 In the event of a dispute about a matter arising under this Agreement 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 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 with senior management as soon as practicable.

At any time during this process employees may choose to be represented by the Union or another person.

3.3.2 If the matter cannot be resolved by following the process outlined above, then any of the parties to this agreement may apply to the AIRC to have a dispute resolution process conducted under Division 5 of Part 13 of the Act in relation to the matter.

3.3.3 In relation to that dispute resolution process, the AIRC will have the power to settle the dispute by:

- a) Conciliation;
- b) Arbitration, if conciliation is not successful in resolving the dispute, or if the parties agree that they wish the AIRC to settle the dispute by arbitration without recourse to conciliation.

3.3.4 Unless otherwise agreed by the parties, the powers that the AIRC can exercise under this clause are those powers available to it under s.111 of the Act as at the time that this agreement commences to operate.

3.3.5 While the dispute settlement procedure is being conducted, work will continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety. Subject to applicable occupational health and safety legislation, an employee must

not unreasonably fail to comply with a direction by Airservices to perform other available work, whether at the same or another workplace, that is safe for the employee to perform.

3.4 INDIVIDUAL WORKPLACE GRIEVANCES-EMPLOYEE GRIEVANCE BOARD

3.4.1 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 contain an explanation of the type of conduct that constitutes workplace harassment and discrimination

3.4.2 The EGB will be constituted by:

- (a) An independent chairperson agreed by Airservices and the relevant union;
- (b) An employee nominated by Airservices; and
- (c) An employee representative after consultation with the relevant employee.

(The expression 'relevant union' in this clause means a union that is party to this agreement and that has eligibility coverage of the work that is performed by the employee who is bringing the grievance)

3.4.3 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.

3.4.4 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 3.4.17 applies).
- 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.

3.4.5 Grievances of the kind that can be dealt with by the EGB shall be first addressed through internal review processes.

3.4.6 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.

- 3.4.7 The EGB will determine grievances as soon as practicable after they have been lodged.
- 3.4.8 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.
- 3.4.9 The EGB:
- a) Will act impartially. The nominees of Airservices and the employee representative will exercise their own independent judgment and shall not be subject to any direction from other people.
 - 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.
- 3.4.10 Matters of procedure shall be determined by the Chairperson in consultation with the other members of the EGB.
- 3.4.11 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.
- 3.4.12 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.
- 3.4.13 A determination of the EGB is binding on and only on Airservices and the employee in relation to the grievance concerned and are not to be treated as determinative of any other grievance. Determinations of the EGB will be final and not subject to any appeal.
- 3.4.14 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.
- 3.4.15 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.

- 3.4.16 If an employee concerned in this process so chooses, they may be assisted or represented in the process by an officer or delegate of the union or by another employee. The employee will notify the EGB and Airservices if they are to be assisted or represented in this way.
- 3.4.17 Despite clause 3.4.4(b), the EGB can determine a grievance even though to do so would involve a 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 the maximum prescribed for an ASA6 in the collective agreement covering employees employed by Airservices in that classification at that time; 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.
- (For the purposes of the determination of a grievance of the kind referred to in clause 3.4.4(b), 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.)
- 3.4.18 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 cl.(3), 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.
- 3.4.19 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.
- 3.4.20 Unless otherwise agreed by the Airservices and the employee concerned, a decision that is subject to a grievance under this clause will remain effective and in operation until it is revoked or modified by determination of the EGB.
- 3.4.21 An employee shall not be entitled to lodge or pursue a grievance in the EGB if they or their union 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.
- 3.4.22 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.
- 3.4.23 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.

3.4.24 Airservices will meet the following costs, where required to facilitate attendance at a hearing:

- *Nominated employee representative on EGB*
Return economy class airfare and reasonable accommodation expenses arranged and paid for by Airservices
- *Employee who has lodged a grievance*
Reasonable travel, accommodation and incidental expenses

Workplace Harassment and Discrimination

3.4.25 Workplace Harassment is a form of employment discrimination as defined by relevant legislation. It is any unwanted, uninvited and unreciprocated behaviour which causes another person distress, regardless of whether the conduct was intended to cause such distress or not. Examples of harassment may include but are not restricted to:

- Offensive physical contact
- Insulting or threatening gestures
- Pictures, posters, graffiti or written material that are offensive or obscene
- Offensive jokes, suggestions or derogatory comments about a person's racial or ethnic background, sex, sexual preference, disability or physical appearance.

3.4.26 Discrimination on the grounds of race, colour, sex, sexual preference, marital status, pregnancy, ethnic origin, religion, age, political opinion, disability, medical record, impairment, criminal record or trade union activity is prohibited.

3.5 RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES

3.5.1 For the purposes of this clause "*Employee representative*", means an elected representative who represents the views of employees in the workplace.

3.5.2 Unions will advise us as soon as practicable, in writing, of all appointed or elected employee representatives.

3.5.3 We accept that the role and activities of employee representatives are, when requested by employees, to provide support and/or represent employee interests before management in relation to matters covered by the Agreement.

3.5.4 Employee representatives have a responsibility to consult their immediate supervisor as soon as practicable in relation to their activities and the facilities that they require so that appropriate arrangements can be made in a timely manner.

3.5.5 Airservices will give genuine consideration to giving employee representatives the opportunity to undertake training in consultative processes and the appropriate discharge of

other functions that they have under this Agreement and to do so without suffering any detriment.

- 3.5.6 Reasonable use of facilities such as a computer, photocopier, notice boards, telephone, video conference, facsimile, email and meeting rooms will also be provided, so as not to inconvenience workplace operations.
- 3.5.7 Attendance at meetings which do not have NCC, NCC Sub Committees, Local Consultative Councils or their associated Sub-Committees status are to be viewed as routine employee representation activity. As such, responsibility for funding any travel and/or associated costs resides with the relevant union or other representative wishing to participate in the meetings.
- 3.5.8 Any instances of misuse of our facilities may result in them being withdrawn. Such action would only occur after an investigation of the alleged misuse has been conducted and discussions have been held between Airservices and the relevant union or other representative.
- 3.5.9 It remains a condition of access to Airservices electronic communications system that the facility is not to be used as a broadcast medium for sending information to groups, networks or on an employee/membership wide basis without the approval of the General Manager, People and Change or authorised delegate in each instance.

PART 4: WORKING CONDITIONS

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4.1 CATEGORIES OF EMPLOYMENT

4.1.1 Airservices will use the range of employment categories provided for under this Clause.

4.1.2 You are employed in one of the following categories, as notified in your offer of employment letter:

(a) *Probationary employment*

- i. This means for the first three (3) months of employment with us (excluding casual employees), you will be a probationary employee for the purpose of determining your suitability for continued employment.
- ii. This period may be longer, where the position involves a formal period of training exceeding three (3) months followed by a formal assessment mechanism.
- iii. During the probationary period you will be advised by Airservices that your employment will be continued, or that Airservices will not be continuing your employment. By agreement with you, as an alternative to terminating your employment, a further probationary period up to a maximum of three (3) months may be required.
- iv. Your probationary period will count as service.

(b) *Permanent full-time employment*

This means that you work for us on a permanent basis for thirty seven (37) ordinary hours per week.

(c) *Permanent part-time employment*

- i. This means that you work for Airservices on a permanent basis for less than the ordinary hours of work prescribed for a permanent full-time employee. You 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.
- ii. Before commencing, you and Airservices will agree to the following in relation to your employment in writing:
 - A. Ordinary hours to be worked;
 - B. Days to be worked; and
 - C. Commencing and finishing times for the work.
- iii. Airservices will work to give access to part time employment to accommodate an employee's ability to balance their work and personal responsibilities and to promote the retention of older workers who may wish to reduce their hours.
- iv. An employee who is a parent or who has a responsibility for the care of a child under school age may request a change in working arrangements for the purpose of assisting the employee to care for the child. This request will not be unreasonably refused.

(d) *Casual employment*

- i. This means that you are not a permanent employee and that your hours of work and employment are irregular and intermittent, subject to your availability to work and Airservices need for your services.
- ii. There is no obligation on Airservices to provide you with work and engagement is at Airservices discretion. Each engagement is a separate period of employment.

- iii. You will be employed by the hour with wages accruing from day to day and paid fortnightly. You will be paid the relevant hourly rate applying to a permanent full-time employee at the same classification, plus a loading of 25%.
 - iv. You are not entitled to any leave entitlements (other than long service leave), period of notice or the termination or redundancy provisions under this Agreement.
- (e) *Fixed term employment*
- i. You are employed by Airservices for a fixed period of time for the purpose of a specific event, or on a specific project, as agreed between you and us in writing. Any such engagement is subject to the termination provisions of this Agreement.
 - ii. If you are continuously employed for more than twelve (12) months, including roll-over or consecutive engagements, you will be permanently appointed at the base level of the classification structure for which you were employed under your last fixed term engagement. This does not apply to fixed term employment on a discrete project for a finite period greater than twelve (12) months with no further employment prospect on completion.
 - iii. Your fixed term employment will count as service, if you are permanently appointed at the conclusion of your fixed term engagement.
 - iv. You 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.

4.2 ORDINARY HOURS OF WORK

4.2.1 Your manager will consult with you and try to accommodate your preferences for working hours considering your personal needs and impact on family and work life. These preferences must fit within the needs of our business, other members of your team and customer expectations.

4.2.2 Your ordinary hours of work will be thirty seven hours per week, to be worked between the span of 7.00am and 7.00pm on any day Monday to Friday (excluding public holidays), subject to a limit of ten (10) hours per day unless expressly directed to perform additional duty. Changes to employees' existing working arrangements will be by agreement between you and your manager.

4.2.3 *Flex-time arrangements*

- (a) If your position or workplace is not conducive to the working of flexible arrangements; or you work according to a shift roster; or you are entitled to rostered days off; or you are a casual employee; or your salary is equivalent to or greater than the minimum salary point of the ASA7 classification, the working of flex-time will not be available to you.
- (b) Flex-time provides you with access to flexible start and finish times within the span of ordinary hours (refer Clause 4.2.2). The time of commencement and cessation of duty will be determined between you and your manager.

- (c) Flex-time credit is the time worked in excess of seven (7) hours twenty four (24) minutes per day within the span of ordinary hours. Your attendance in excess of 7 hours 24 minutes per day will be subject to the availability of work and your manager's agreement.
- (d) You may accumulate flex-time credits to a maximum of ten (10) hours unless otherwise agreed with your immediate manager in exceptional circumstances. Debits are discouraged and will be closely monitored.
- (e) Flex-time credits and debits must be reconciled fortnightly and you are required to keep appropriate records to substantiate credits and debits.
- (f) The taking of flex-leave requires the agreement of your immediate manager.
- (g) A minimum thirty (30) minute unpaid meal break must be taken daily.
- (h) Abuse of flex-time can result in suspension of flex-time privileges and/or disciplinary action. Such action would not occur until you have had an opportunity to discuss the nature of the issue and provide an explanation about it.
- (i) Any unused flex-time credits will not be paid out on termination.

4.3 ADDITIONAL HOURS

4.3.1 You will be paid at the appropriate additional hours rate for any work you are directed to perform outside of your ordinary hours of work in accordance with this clause.

4.3.2 If your salary is equivalent to or greater than the minimum salary point of the ASA7 classification you will not be entitled to additional hours payments, unless otherwise agreed.

4.3.3 With the exception of work performed outside the span of working hours (refer Clause 4.2.2), you are not entitled to additional hours payments for any time worked under flex-time arrangements.

4.3.4 Airservices expects that you will work a reasonable amount of additional hours if the requirement becomes necessary. You may choose not to work additional hours in circumstances where the working of such hours would result in you working hours which are unreasonable after consideration of:

- (a) Any risk to your health and safety;
- (b) Your personal circumstances including any family responsibilities;
- (c) The needs of the workplace;
- (d) The notice given by Airservices and by you of your intention to choose not to work the additional hours; and
- (e) Any other relevant matter.

4.3.5 *Payments*

- (a) You will be paid a loading of 50% for the first three (3) hours and 100% thereafter for additional hours worked as follows:
 - i. In excess of thirty seven hours per week (Monday to Friday); or
 - ii. In excess of seven (7) hours twenty four (24) minutes per day; or
 - iii. Outside the span of ordinary hours; or
 - iv. On a Saturday.

- (b) You will be paid a loading of 100% for additional hours worked on a Sunday and 150% on a Public Holiday.
- (c) If you are a permanent or fixed term part-time employee you will be paid a loading of 50% for the first three (3) hours and 100% thereafter for additional hours worked outside of your hours of work (refer Clause 4.2.2).
- (d) In circumstances where you work additional hours after a break from duty, which is not a meal break, you will be paid for four (4) hours or the actual additional hours worked, whichever is the greater.

4.3.6 *Rest after additional hours*

- (a) You are entitled to absence from duty where you have worked additional hours for three (3) or more and there is less than an eight (8) hour break until your next regular starting time. You are entitled to absent yourself from duty for eight (8) hours (plus reasonable travelling time) without loss of pay.
- (b) When you are directed to work without eight (8) consecutive hours off duty (plus reasonable travelling time), you will be paid a loading of 100% for all hours worked until the required break is taken.

4.3.7 *Time off in lieu (TOIL)*

- (a) You may agree to be given time off in lieu of payment for additional hours worked in accordance with this clause, equivalent to the hours worked at the additional hours rate, or as a mixture of payment and time in lieu to the same value.
- (b) TOIL, accrued but not taken, will not be paid out on termination.
- (c) Wherever possible, TOIL will be provided at a time mutually acceptable to you and your manager, consistent with business and operational requirements.

4.4 MEAL BREAKS

You are entitled to an unpaid meal break of not less than 30 minutes provided that you work at least five (5) hours on any one (1) day.

4.5 SHIFTWORK

- 4.5.1 A shift worker will be regularly rostered to work shifts which include hours outside the Monday to Friday span of hours in this Agreement (refer Clause 4.2) and/or on Sundays and public holidays. A shift is the ordinary hours you are rostered to attend for duty on any day.
- 4.5.2 Shiftwork does not include single shifts commencing at or after 6.30am and finishing at or before 6.00pm from Monday to Friday inclusive. It involves any shift or combination of shifts used in place of the ordinary Monday to Friday span of hours.
- 4.5.3 You may exchange rostered shifts or rostered days off with the consent of your Manager. Any resulting excess hours worked will not attract an Additional Hours payment under this Agreement (refer Clause 4.3).

- 4.5.4 We will give you at least seven (7) days notice of changes to rostered hours, except where you are required to change shift to replace another employee who is absent on leave and who did not give us seven (7) days notice of absence.
- 4.5.5 If your rostered shift is changed without seven (7) days notice, you will be paid at the appropriate Additional Hours rate under this Agreement (refer Clause 4.3) for any period of work falling outside the normal rostered shift. Payment on this basis will continue for each changed shift until you have received seven (7) days notice of change of shift.
- 4.5.6 You will receive the specified shift loading when you are rostered to work the following shifts:
- (a) 15% of base salary for that shift, where part of a shift falls between 6.00pm and 6.30am Monday to Friday;
 - (b) 30% of base salary for that shift, where a shift falls wholly between 6.00pm and 8.00am continuously for more than four (4) weeks Monday to Friday;
 - (c) 50% of base salary for hours worked on Saturday;
 - (d) 100% of base salary for hours worked on Sunday; and
 - (e) 150% of base salary for hours worked on a public holiday.
- 4.5.7 If a public holiday falls on a day you are rostered off, you will gain an additional day's leave to substitute for the missed public holiday. Where it is not practical to grant the day's leave within a month of the public holiday, you will receive an additional day's pay at the base salary rate.
- 4.5.8 If you perform duty when rostered off, you will be paid under Additional Hours provisions under this Agreement (refer Clause 4.3).
- 4.5.9 Your shift loading payments will not be included in calculations of additional hours payments and shift loading will not be paid for any shift for which another form of penalty is paid.
- 4.5.10 The established pattern for starting and finishing times for your shift roster will not be changed without consultation with you.
- 4.5.11 When on recreation leave, you will receive payment for shift loadings based on the shifts that you would have worked if you were not on recreation leave.
- 4.6 EMERGENCY DUTY (ED)**
- 4.6.1 When you are recalled to duty in emergency circumstances, and you were not given notice prior to you ceasing duty or, after ceasing duty, you were given less than twenty four (24) hours notice, you will be paid a loading of 100% for all hours worked. The time for which payment will be made will include reasonable travelling time.
- 4.6.2 The minimum payment under this clause will be for two (2) hours at your base salary together with a 100% loading. The minimum payment on a Sunday will be three (3) hours for the first period of emergency duty.

- 4.6.3 Emergency duty will apply to you if your ordinary commencement time is varied by more than two (2) hours to meet an emergency. In these circumstances, ED applies whether 24 hours notice is given or not.
- 4.6.4 If you use your own vehicle to attend emergency duty, you will be entitled to motor vehicle allowance under this Agreement.
- 4.6.5 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.
- 4.6.6 *Rest after emergency duty*
- (a) You are entitled to absent yourself from duty for eight hours (plus reasonable travelling time) without loss of pay after you have worked overtime and/or ED for three hours or more.
 - (b) If you work without eight (8) consecutive hours off duty (plus reasonable travelling time), you will be paid a loading of 100% for all hours worked until the required break is taken.
- 4.6.7 The provisions of this Clause do not apply to EVT employees.

4.7 RESTRICTION DUTY (ON CALL) ALLOWANCE

- 4.7.1 Airservices may require you to be ready to perform duty, outside your ordinary hours as set out in this clause.
- 4.7.2 You are entitled to payment for restriction duty where you are advised prior to finishing normal duty that you:
- (a) Will be on restriction roster for a specified period occurring before your next normal start time;
 - (b) Must be contactable and able to respond within 5 minutes of being contacted; and
 - (c) Must be prepared to commence duty at the workplace without delay.
- 4.7.3 Prior to the commencement of the roster, Airservices will advise you of the restriction roster arrangements:
- (a) You will be paid \$5.00 for each hour, or part thereof, for the period of restriction;
 - (b) This payment compensates for additional hours undertaken while away from the workplace directly attributable to the restriction;
 - (c) Where you are recalled for duty at the workplace, you will receive Additional Hours payments under this Agreement; and
 - (d) Airservices will define and advise you of the circumstances in which you would be required to report for duty at the workplace while on restriction.

4.8 TRAVEL STANDARD

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

- (a) Domestic air travel will be economy class within Australia where the difference between published departure and arrival time is no greater than three (3) hours and, consistent with OH&S principles, business class (where available) where the difference between published flight departure and arrival time is greater than three (3) hours;
- (b) Surface public transport will be the highest class available; and
- (c) Overseas 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.

4.9 TRANSFERS

4.9.1 *Definitions*

- (a) "*Compulsory transfer*", means we have directed you to transfer due to part of our operations moving to a new location.
- (b) "*Dependant*", for the purposes of transfer entitlements, is your domestic partner or child who normally resides with you, and who moves with you or to join you. Consideration will be given to other dependants depending on the circumstances of the dependence.
- (c) "*Headquarters/usual station*", means the place where you regularly attend work.
- (d) "*Home*", means a dwelling occupied at the previous locality which you and your family owned, ordinarily lived and housed your possessions immediately before being notified in writing of transfer to another locality.
- (e) "*Home location*", means your usual work and living locality.
- (f) "*Most direct route*", means the shortest route as specified by the Australian road service associations or the route with the lowest travel cost.
- (g) "*Permanent transfer*", means your new location becomes your home location on transfer.
- (h) "*Temporary transfer*", means you take up duties temporarily away from your home location for a period not expected to exceed twelve (12) months, and the transfer is not a term transfer.
- (i) "*Term transfer*", means we require you to take up duty for a period of one (1) to two (2) years at a designated term transfer location.

4.9.2 *Principles*

- (a) Employment groups generally transferable for the purposes of term and permanent transfers under this clause are flight information officers and technical officers.
- (b) Travel and transportation costs incurred by you and your dependants on transfer (unless arranged for your convenience) or promotion will be met by us.
- (c) You 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 Cocos Island and other locations designated by Airservices from time to time.
- (e) Term transfers will be progressed with a minimum of three (3) months notice and transfer periods greater than two (2) years or extensions of term transfers requires your agreement.
- (f) If you are on a term transfer, Airservices will endeavour to return you to your home location or another location you choose (which will be regarded as your future home location). However, if you wish to move on the completion date, Airservices will endeavour to accommodate your wishes but will determine your transfer location based on operational requirements.
- (g) The basic principle we will use in the application of these provisions is that you will be recompensed for expenses reasonably and actually incurred in excess of expenses applying at the home location in fulfilling our requirements to perform duties at a new location.

4.9.3 *Transfer on recruitment or for your convenience*

- (a) Compulsory transfer entitlements do not apply if you were advised on commencement of employment that relocation was scheduled or periodic relocation was expected.
- (b) On recruitment of a new employee, any transfer assistance will be at our discretion.
- (c) Where transfers not involving promotion are arranged for your convenience rather than to meet the business requirements of Airservices, any assistance will be determined by us.

4.9.4 *Temporary transfer entitlements*

If you are required by us to temporarily transfer, you and your dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs will be paid for initial travel to the transfer location;
- (b) Reunion fares to your home location every three (3) months or where agreed, more frequently;
- (c) For the first twenty one (21) days, travelling allowance or reasonable accommodation, meals and incidental expenses charged to your corporate credit card will be paid;
- (d) After twenty one (21) days at one (1) location reasonable expenses above those of the home location will be met in accordance with Tables 1 and 2;
- (e) Where you and Airservices have not been able to obtain accommodation with kitchen facilities after 21 days, reasonable meal expenses can be up to 2/3 of the half-day rate of travelling allowance (half this rate for child under 10 years) plus the weekly incidentals rate;
- (f) Factors for consideration of reasonable accommodation expenses include the period of the transfer, the standard available and whether you are receiving rent from your home location;
- (g) Storage costs will be paid for the duration of the transfer and, on return, for three (3) months or until permanent accommodation is obtained, whichever is earlier;
- (h) After ceasing full travelling allowance the district allowance as specified in this Agreement applies;
- (i) Education assistance as specified in this Agreement applies.

- (j) Assistance for children in other than years 11 and 12 may also be approved at our discretion;
- (k) Fares and assistance with travel costs for compassionate purposes, or if emergency medical and treatment are unavailable in the duty location;
- (l) Other costs to maintain a household at home base in excess of those normally incurred.

4.9.5 *Term transfer entitlements*

If you are required to term transfer, you and your dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for initial travel to the transfer location;
- (b) Removal of your household effects, including your car and household pets with other items moved at our discretion;
- (c) Storage costs will be paid for the duration of your transfer and, on return, for three (3) months or until permanent accommodation is obtained, whichever is earlier;
- (d) Generally, short term accommodation and meal costs in line with temporary transfers after 21 days will only be met for up to three (3) weeks;
- (e) The cost of a pre-transfer visit by you and your dependants will be met, where the visit would reduce the cost of temporary accommodation;
- (f) Further information on living costs are set out in Tables 3, 4 and 5;
- (g) You will be reimbursed a rental subsidy of up to \$564 for unfurnished and \$635 for furnished accommodation for the duration of the term transfer, provided that if you have dependants you will contribute the first \$97 per week, or \$69 per week if you are without dependants. Subject to circumstances at the home location, this contribution may be waived;
- (h) If a bond is required under a lease agreement, we will advance the bond to a maximum of four (4) weeks rent, which will be recovered from your salary over a one (1) year period (if the lease is terminated, any outstanding bond will be recovered immediately);
- (i) Disturbance allowance as specified in this Agreement may be paid;
- (j) Other reasonable costs including disconnection/connection of utilities and change over fees for vehicle registration and driver's licence will be reimbursed on production of receipts;
- (k) District allowance and remote locality leave fares or water subsidy as specified in this Agreement may be payable;
- (l) Education assistance as specified in this Agreement applies. Assistance for children in other than years 11 and 12 may also be approved at our discretion;
- (m) If you are on term transfer to Alice Springs or Cocos Island, fares reimbursement in respect of your dependant child attending primary or secondary school away from the term transfer location is also payable. The level of assistance is limited to two (2) return air fares in any one (1) year in addition to any leave fare entitlement payable
- (n) Fares and assistance with travel costs for compassionate purposes, or if emergency medical and treatment are unavailable in the duty location;
- (o) If you are on term transfer to Cocos Island, electricity charges over and above those normally incurred at your pre-transfer locality will be reimbursed on production of receipts.

4.9.6 *Permanent transfer entitlements*

If you are required to permanently transfer, you and your dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for initial travel to the transfer location;
- (b) Removal and storage of your household effects, including your car and household pets with other items moved at our discretion;
- (c) Generally, short term accommodation and meal costs in line with temporary transfers after 21 days will only be met for up to three (3) weeks;
- (d) The cost of a pre-transfer visit by you and your dependants will be met, where the visit would reduce the cost of temporary accommodation;
- (e) Further information on living costs are set out in Tables 3, 4 and 5;
- (f) 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;
- (g) Provided you owned or were buying a home at the home location, you will be reimbursed a rental subsidy of up to \$564 for unfurnished and \$635 for furnished accommodation for up to six (6) months inclusive of a short term settling in period, provided that if you have dependants you will contribute the first \$97 per week, or \$69 per week if you are without dependants. Subject to circumstances at the home location, this contribution may be waived;
- (h) If a bond is required under a lease agreement, we will advance the bond to a maximum of four (4) weeks rent, which will be recovered from your salary over a one (1) year period (if the lease is terminated, any outstanding bond will be recovered immediately);
- (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 (2) years and the purchase within four (4) years of the permanent transfer date, based on the date of contract exchange;
- (j) Storage costs to a maximum of three (3) months (if not the home owner) and six (6) months (for a home owner) will be paid. Extensions will be considered in special cases;
- (k) Disturbance allowance as specified in this Agreement will be paid;
- (l) Other reasonable costs including disconnection/connection of utilities and change over fees for vehicle registration and driver's licence will be reimbursed on production of receipts;
- (m) District allowance, remote locality leave fares or water subsidy as specified in this Agreement may be payable;
- (n) Education assistance as specified in this Agreement applies. Assistance for children in other than years 11 and 12 may also be approved at our discretion.

4.9.7 *Compulsory transfer entitlements*

If you are required to compulsorily transfer, you and your dependants will be recompensed for reasonable expenses incurred in accordance with permanent transfer entitlements (refer Clause 4.6.6) plus:

- (a) Adequate notice of relocation (generally twelve (12) months) and the opportunity to accept transfer during final six (6) months;
- (b) One three (3) day familiarisation visit for you and your dependants to the cost of standard economy airfares, with paid time generally limited to one (1) day (other than recreation leave);
- (c) Agent's fees for one (1) unsuccessful auction of the pre-transfer home; and
- (d) Costs due to sale and purchase of land.

Table 1

TEMPORARY TRANSFER ASSISTANCE AFTER 21 DAYS- EMPLOYEES WITHOUT DEPENDANTS			
Normal situation at home location	Situation at temporary station		
	<i>Boarding without cooking facilities (including hotel/motel)</i>	<i>Accommodation with kitchen facilities</i>	
1. Owns or purchasing own home	Accommodation cost	Full rent# paid	<i>(This column only applies where officer boards at home location)</i>
2. Rents	Accommodation cost <i>minus</i> the lesser of any reduction at home location or the employee contribution*	Rent# paid <i>minus</i> the lesser of rent at home location or the employee contribution*	
3. Boards	Accommodation cost <i>minus</i> the lesser of any reduction in boarding costs at home location or the employee contribution*	Nil	Rent# paid <i>minus</i> the lesser of board at home location or the employee contribution*
<i>Additions**</i>			
4. Meals Purchased	Allow up to \$21 per half day	N/A	N/A
5. Food purchased for preparation of meals	N/A	Nil	Nil
6. Incidentals	\$24 per week	\$24 per week	\$24 per week

You are entitled to be reimbursed a rental subsidy of up to \$564 for unfurnished and \$635 for furnished accommodation;

* Employee contribution of the first \$69 per week.

** The total amounts paid under 4, 5 and 6 should not exceed the amount prescribed in 4 unless there are special circumstances which justify additional claims.

Table 2

TEMPORARY TRANSFER ASSISTANCE AFTER 21 DAYS- EMPLOYEES WITH DEPENDANTS				
Normal situation at home location	At temporary station alone		At temporary station with dependants	
	<i>Boarding without cooking facilities (including hotel/motel)</i>	<i>Accommodation with kitchen facilities</i>	<i>Boarding without cooking facilities (including hotel/motel)</i>	<i>Accommodation with kitchen facilities</i>
1. Owns or purchasing own home	Accommodation cost	Rent# plus additional charge for electricity/gas	Accommodation paid	Rent# paid
2. Rents	Accommodation cost	Rent# plus additional charge for electricity/gas	Accommodation paid <i>minus</i> the lesser of rent at home location or employee contribution*	Rent# paid <i>minus</i> the lesser of rent at home location or employee contribution*
3. Boards	Full cost of board <i>less</i> any reduction in boarding costs at home location	Rent# paid plus elec/gas <i>less</i> any reduction in board at home location	Accommodation paid <i>less</i> board at home location	Rent# paid <i>less</i> reduction in board at home location
<i>Additions**</i>				
4. Meals Purchased	Allow up to \$21 per half day	Allow reasonable costs up to max of \$222 per week	Allow up to \$21 per half day and half rate for child under 10 years	N/A
5. Food purchased for preparation of meals	N/A	Allow reasonable costs subject to max of \$222 per week	N/A	Nil
6. Incidentals	\$49 per week	\$49 per week	Nil	Nil

You are entitled to be reimbursed a rental subsidy of up to \$564 for unfurnished and \$635 for furnished accommodation;

* Employee contribution of the first \$97 per week.

** The total amounts paid under 4, 5 and 6 should not exceed the amount prescribed in 4 unless there are special circumstances which justify additional claims.

Table 3

ASSISTANCE ON TERM AND PERMANENT TRANSFER- EMPLOYEES WITHOUT DEPENDANTS				
Normal situation at pre transfer locality	Board and lodging (no cooking facilities) (hotel/motel)	Board and lodging (with limited cooking facilities) (hotel/motel)	Accommodation (with full cooking facilities)	Rented accommodation
Owner	Accommodation paid (up to 3 weeks)	Accommodation paid (up to 3 weeks)	Accommodation paid (up to 3 weeks)	Rent <i>minus</i> employee contribution* (up to 6 months)@
Renter	Accommodation <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent at pre-transfer location or employee contribution* (up to 3 weeks)#	For Term Transferees, rent paid less employee contribution*
Boards	Accommodation paid <i>minus</i> the reduction in board at pre-transfer location (up to 3 weeks)#	Accommodation paid <i>minus</i> reduction in board at pre-transfer location (up to 3 weeks)#	Nil	For Term Transferees, rent paid less employee contribution*
<i>Additions**</i>				
(a) Meals purchased	Allow cost of meals up to \$21 per half day	Allow cost of meals to a max of \$222 per week <i>less</i> any meals included in tariff	N/A	N/A
(b) Food purchased for preparing meals	N/A	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff	N/A	N/A
Incidentals	Nil	Nil	Nil	Nil

Transferees are expected to locate in suitable long term accommodation as early as possible.

@ Continues for the duration of term transfers for employees on term transfer regardless of their situation at home location.

* Employee contribution of the first \$69 per week.

** The total amounts paid under (a) and (b) should not exceed the amount prescribed in (a) unless there are special circumstances.

Table 4

ASSISTANCE ON TERM AND PERMANENT TRANSFER- EMPLOYEES WITH AND ACCOMPANIED BY DEPENDANTS				
Normal situation at pre transfer locality	Board and lodging (no cooking facilities) (hotel/motel)	Board and lodging (with limited cooking facilities) (hotel/motel)	Accommodation with full cooking facilities	Rented accommodation
Owner	Accommodation paid (up to 3 weeks)#	Accommodation (up to 3 weeks)#	Accommodation paid (up to 3 weeks)#	Rent paid less employee contribution* (up to 6 months)@
Renter	Accommodation paid <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent at pre-transfer location or employee contribution* (up to 3 weeks)#	For Term Transferees, rent paid less employee contribution*
Boards	Accommodation paid less reduction in board at pre-transfer location (up to 3 weeks)#	Accommodation paid less reduction in board at pre transfer location (up to 3 weeks)#	Nil	For Term Transferees, rent paid less employee contribution*
<i>Additions**</i>				
(a) Meals purchased	Allow cost of meals up \$21 per half day and half rate per child under 10 years	Allow cost of meals to a max of \$222 per week per adult and \$111 per child under 10 years <i>less</i> any meals included in tariff	N/A	N/A
(b) Food purchased for preparing meals	N/A	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff	N/A	N/A
Incidentals	Nil	Nil	Nil	Nil

Transferees are expected to locate in suitable long term accommodation as early as possible.

@ Continues for the duration of term transfer for employees on term transfer regardless of their situation at home location.

* Employee contribution of the first \$97 per week.

** The total amounts paid under (a) and (b) should not exceed the amount prescribed in (a) unless there are special circumstances.

Table 5

ASSISTANCE ON TERM AND PERMANENT TRANSFER- EMPLOYEES WITH BUT UNACCOMPANIED BY DEPENDANTS				
Normal situation at pre transfer locality	Board and lodging (no cooking facilities) (hotel/motel)	Board and lodging (with limited cooking facilities) (hotel/motel)	Accommodation (with full cooking facilities)	Rented accommodation
Owner or renter (furnished or unfurnished)	Accommodation paid (up to 3 weeks)#	Accommodation paid (up to 3 weeks)#	Accommodation paid (up to 3 weeks)#	Rent paid (up to 3 weeks then treated as employee accompanied by dependents)@
Board	Accommodation paid <i>minus</i> rent reduction at pre-transfer location (up to 3 weeks)#	Accommodation costs <i>less</i> reduction in board at pre-transfer locality (up to 3 weeks)#	Accommodation costs <i>less</i> reduction in board at pre-transfer locality (up to 3 weeks)#	Rent paid less reduction in board at pre transfer locality (up to 3 weeks) then 'like to like' provisions apply@
<i>Additions**</i>				
(a) Meals purchased	Allow cost of meals up to \$21 per half day	Allow cost of meals to a max of \$222 per week <i>less</i> any meals included in tariff	N/A	N/A
(b) Food purchased for preparation of meals	N/A	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff
Incidentals	\$49 per week##	\$49 per week##	\$49 per week##	\$49 per week##
Other	N/A	N/A	Electricity/gas charges	Electricity/gas charges

Transferees are expected to locate in suitable long term accommodation as early as possible.

@ Continues for the duration of term transfers for employees on term transfer regardless of their situation at home base.

If no laundry facilities reasonable expenses may be allowed.

** The total amounts paid under (a) and (b) should not exceed the amount prescribed in (a) unless there are special circumstances.

4.10 REIMBURSEMENT OF EXPENSES

We will reimburse you for all reasonable out of pocket expenses approved by us in advance and incurred in the performance of your duties, on production of receipts.

4.10.1 *Telephone expenses*

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

4.10.2 *Loss or damage to clothing or personal effects*

You are entitled to reimbursement for the loss or damage, in the performance of work, of tools, clothing or items owned by you. Any reimbursement will not exceed the demonstrated cost of repair or replacement.

4.10.3 *Eye tests and spectacles*

- (a) If you operate screen-based equipment and we require you to attend a regular eyesight test, you are entitled to be reimbursed the cost of such test.
- (b) Spectacles prescribed as a result of such tests will be reimbursed, the maximum being \$112 for single focus spectacles and \$203 for multi focal spectacles, on production of receipts.

4.10.4 *Travel expenses*

- (a) If you are a frequent domestic traveller, you may be issued with a travel card to charge reasonable living costs while absent from your home location on official business. When issued with a travel card you will not be entitled to travelling allowance (TA), unless you are travelling to a location where the use of credit card facilities is not available.
- (b) If you are required to travel on official business and you do not have a travel card you are entitled to TA as prescribed in this clause.
- (c) Where the prescribed rate of TA does not cover reasonable living costs, we may pay an additional allowance for reasonable excess costs, where considered justified.
- (d) Where meals and accommodation are provided on official travel away from your home location you are only entitled to an incidentals allowance of \$7.95 per half day or part thereof.
- (e) If you travel away from your home location for more than ten (10) hours on official business and an overnight absence is not involved you will be paid TA at the rate of \$50.65 for meals and incidentals.
- (f) Where meals are not provided when travelling away from your home location overnight you will be paid TA at the rate of \$50.65 for each twelve (12) hour period, of the absence or part thereof.
- (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 your 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 your home location and from the airport on return. This total of two (2) hours will apply in all cases.
- (i) An allowance for accommodation will be paid to you when absent from your home location on official business overnight in accordance with the rates specified by the Australian Taxation Office in Table 1 of *Taxation Determination 2008/18* (which relate to reasonable travel allowance expense amounts for the 2008-2009 financial year).
- (h) If the accommodation rates or the capital city meal and incidental rates specified in Table 1 are altered by any further Taxation Determinations made by the Australian Taxation Office, the rates payable according to this clause shall be adjusted accordingly.

4.10.5 *Overseas travel- short term*

- (a) If you are 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 your return, the following medical related costs will be met:
 - i. Inoculations necessary for the country visiting;
 - ii. In the event of illness overseas, your 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, you 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 westward, 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)

4.10.6 *Overseas travel- long term*

- (a) If you are on a long-term overseas posting we will reimburse reasonable expenses incurred.
- (b) You and your 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 met for you and your 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.

4.10.7 *Special clothing requirement*

If you are required temporarily to visit a locality with a greatly different climate from your home location, we will reimburse you up to \$155 annually for the purchase of suitable clothing on production of receipts.

4.10.8 *Motor vehicle*

- (a) When authorised to use your private motor vehicle for official purposes and you are 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) You are entitled to an allowance at the rate specified in the following table if required to use your private motor vehicle for official business.

Engine capacity of motor vehicle not being a motor vehicle powered by a rotary engine	Engine capacity of motor vehicle powered by a rotary engine	Rate of allowance per kilometre
<i>more than 2600cc</i>	more than 1300cc	73 cents
<i>more than 1600cc but not more than 2600cc</i>	more than 800cc but not more than 1300cc	67 cents
<i>1600cc or less</i>	800cc or less	59 cents

- (c) If you normally use public transport to travel to work and such transport is affected by industrial action, and in using your private motor vehicle you transport fellow employee(s) whose normal transport is also affected by industrial action, you will be paid an additional allowance of 0.86 cents per kilometer for the distance over which any passengers are carried. There will be no deduction made for normal expenditure on fares.
- (d) When you are required to use your private motor vehicle for official business, and you are required to transport goods or materials of more than 100kg, and/or carry a passenger, an additional allowance of 0.86 cents per kilometre is payable.
- (e) Where a motor vehicle allowance is payable, you will also be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

4.10.9 *Education reimbursement*

- (a) Education reimbursement allowance is payable where you are transferred to a location and your dependant child either remains at school at the home location, or commences school at the new location before you and your 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.
- (b) The allowance covers reimbursement of tuition fees, board and lodging costs which are additional to costs that would be incurred if you had not transferred. The maximum level of assistance is \$9226 for tuition fees, and \$7691 for board and lodging, and all claims for education assistance will be assessed by us and determined on grounds of reasonableness.
- (c) If you are on a term transfer air fares reimbursement in respect of a dependant 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.

4.11 ALLOWANCES

4.11.1 Higher duties

- (a) You are eligible for the payment of higher duties allowance when you temporarily perform duties at a higher classification continuously for a period greater than five (5) days. Once the five (5) day period is satisfied, the entire period of higher duties will attract the allowance.
- (b) When performing higher duties, you will be paid at the next higher increment (within that higher range) above your current salary.
- (c) When you temporarily perform the duties of a classification for which the conditions of service differ from the conditions of service of your usual classification, you will be subject to the conditions of the classification pertaining to the higher duties.
- (d) Where you are not required to perform the full duties of the higher classification, we may agree to an appropriate part performance allowance.
- (e) If you are granted leave with pay while receiving higher duties allowance, you will continue to receive the allowance as if you 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.

4.11.2 Additional responsibility

- (a) This provision applies to Technology Professionals (TP) only and will be in place of the payment of higher duties (refer Clause 4.11.1).
- (b) If you are classified in TP Bands 1 and 2 you will be paid an additional responsibility allowance for work performed at a higher level as determined by the agreed Work Level Descriptors.
- (c) Where this occurs, the level of additional responsibilities allowance will be determined by us.
- (d) Additional responsibility allowance is generally not payable within a Band but can be paid between pay zones in Bands 2 and 3.
- (e) You will not be paid additional responsibility allowance:

- i. For periods of less than five (5) days at a higher level;
- ii. For periods greater than twelve (12) months without advertising the position, unless the allowance relates to a specific project which has a defined period of operation; or
- iii. If the period for which you perform the same duties or responsibilities exceeds three (3) years.

4.11.3 *Technology Professional Development Allowance*

- (a) The Technology Professional (TP) Development Allowance will be payable fortnightly to TP classification employees at the rate of \$900 per annum from the first pay period on or after the date of operation of this Agreement.
- (b) The allowance will count as an allowance for employer superannuation contribution purposes.
- (c) The purpose of the allowance is to recognise the value and importance of personal initiatives and individual effort by these employees to update their professional knowledge and understanding by undertaking activities such as research, and attending forums for professional development (including business and industry awareness).

4.11.4 *Additional hours meal*

- (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 \$20.00 is payable if you are required:
 - i. To perform additional hours which extend to the completion of a meal period, and you are not entitled to payment for a meal break taken during that period, or you are performing additional hours following but not continuous with your hours of work without taking a meal break; or
 - ii. To attend for emergency duty or additional hours over a meal period and you are unable, because of operational requirements to take a meal break. To be eligible your manager must certify that a break could not be taken. No allowance is payable if you choose not to take a meal break.

4.11.5 *First aid*

- (a) If you hold a first aid qualification such as a certificate from St John's Ambulance or similar body, and have been authorised by us to render first aid in the workplace, you will be paid a First Aid Allowance.
- (b) Payments made will be payable during personal, recreation, paid maternity and long service leave, and termination payments.
- (c) The rate of allowance payable will be in accordance with the level of qualification held as follows:
 - i. Senior First Aid Certificate or equivalent qualification: \$8 per week;
 - ii. Advanced First Aid Certificate or equivalent qualification: \$10 per week; or

- iii. Occupational First Aid Certificate or equivalent qualification: \$12 per week.

4.11.6 *Disturbance*

- (a) When you are required to transfer, and the transfer includes the removal of your household property, a one-off disturbance allowance is payable, at the rates below:
- | | |
|---|--------|
| i. Employee accompanied by dependants | \$1023 |
| ii. plus for each dependant child who moves with the employee | \$197 |
| iii. Employee without dependants | \$488 |

4.11.7 *Water subsidy*

If you are located at either Darwin or Alice Springs and are in receipt of a rental subsidy you 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 of 500 kilolitres.

4.11.8 *District*

- (a) If you are required by Airservices to transfer from your home location to live and work at a remote locality, you are eligible for payment of the district allowance in accordance with the table below.
- (b) The rate of payment varies, depending upon whether you have dependants. To be eligible for the Column 1 district allowance, your dependant must not be in receipt of an income of more than \$28,367 per annum.
- (c) Where you and your domestic partner is 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 you are a permanent part-time employee you will receive a pro-rata rate.

	<i>Column 1</i>	<i>Column 2</i>
Location	District Allowance Rate- Employees with eligible dependants	District Allowance Rate- Employee without eligible dependants
	\$	\$
<i>Alice Springs</i>	\$3,813	\$2,075
<i>Charleville</i>	\$3,813	\$2,075
<i>Cocos Island</i>	\$7,319	\$4,534
<i>Darwin</i>	\$3,681	\$2,003

4.11.9 *Remote locality leave fares*

- (a) You and your dependants, who are transferred either permanently or on term transfer to a remote locality, are eligible for reimbursement of annual leave fares between the

location and 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, your dependants must not receive an income of more than \$28,367 per annum.

- (b) You may elect to have your entitlement, including your dependant's entitlement, commuted to a fortnightly payment in accordance with Column 2 of the table below.
- (c) If you elect to have the actual fares reimbursed you will receive actual costs up to the standard economy class airfares between the location and the nearest capital city at the time of travel. When you seek 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 you or your eligible dependants.
- (e) If you are an eligible permanent part-time employee you will receive a pro-rata rate.

	<i>Column 1</i>	<i>Column 2</i>
Location	Annual Leave fare (net) applicable for eligible adult \$ pa	Annual Leave fare (cash grossed up to top marginal income tax rate) \$ pa
<i>Alice Springs</i>	1095	2126
<i>Charleville</i>	803	1501
<i>Cocos Island</i>	2249	4204

4.11.10 Maintenance of remote locality allowances for existing employees

- (a) If you are a permanent employee who lives and works in Cairns or Townsville and were entitled to receive remote locality allowances prior to the commencement of this Agreement, the District Allowance and Remote locality leave fares (payable every two years) received prior to the commencement of this Agreement will be continued at that rate
- (b) If you are a permanent employee who lives and works in Darwin and were entitled to receive remote locality allowances prior to the commencement of this Agreement, the Remote locality leave fares received prior to the commencement of this Agreement will be continued.
- (c) These transitional arrangements will cease when you leave the location where these maintenance arrangements applied.

4.12 STUDY ASSISTANCE

4.12.1 You may apply for study assistance on the basis of:

- (a) The proposed course of study will improve your ability to perform your current duties; and/ or.
- (b) The proposed course of study will support you in your career development, where it directly relates to corporate business objectives.

- 4.12.2 Your application for study assistance must demonstrate the benefits to Airservices Australia as well as to you. All applications for study assistance will be subject to Airservices' approval.
- 4.12.3 If you undertake a course of study approved by Airservices in advance you may be entitled to study leave of up to five (5) hours per week on average and travelling time of up to three (3) hours per week to undertake study activities, subject to operational requirements.
- 4.12.4 If you undertake a course of study approved by us in advance you will be entitled to study leave to attend compulsory examinations.
- 4.12.5 Subject to approval by Airservices, leave without pay for up to three consecutive years may be available for full time study. Such leave would count as service for Long Service Leave, personal leave and salary advancement, subject to resuming duty after leave.
- 4.12.6 If you undertake a course of study approved by Airservices in advance, the following financial assistance may be provided on substantiation of such expenses and of your successful completion of the study units:
- (a) Higher Education Contribution Scheme (HECS) fee;
 - (b) Compulsory tuition fee; and/or
 - (c) Examination fee.
- 4.12.7 The approval of study assistance applications may be conditional upon employees agreeing to enter into a study bond agreement. Any such agreement shall be enforceable according to the general law.
- 4.12.8 Any dispute about a study bond agreement may be dealt with under the disputes avoidance and settlement procedures.

PART 5: REMUNERATION

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5.1 CLASSIFICATION ARRANGEMENTS

5.1.1 For the purposes of this clause ‘*Appointment*’ means employment of an external candidate to an Airservices’ position.

5.1.2 For the purposes of this clause ‘*Promotion*’ means employment of an existing Airservices’ employee to a position with a higher attainable remuneration than their current position.

5.1.3 *General Services Officer (GSO)*

- (a) The classification of your position will be determined after consideration of the work value of the position (e.g. expertise, judgement and accountability requirements).
- (b) Appointment to the GSO2 to GSO10 classifications will generally be to the first salary point in the relevant salary range. Appointment to a higher salary point in the range may be approved based upon skills, qualifications, knowledge and experience. Promotion will be to the next higher salary point in the range of the new classification above your current salary.

5.1.4 *Administrative Services (ASA)*

- (a) The classification of your position will be determined after consideration of the work value of the position (e.g. expertise, judgement and accountability requirements).
- (b) Appointment to the ASA1 to ASA6 classifications will generally be to the first salary point in the relevant salary range. Appointment to a higher salary point in the range may be approved based upon skills, knowledge and experience. Promotion will be to the next higher salary point in the range of the new classification above your current salary.
- (c) Appointment or promotion to the ASA7 to ASA9 classification may be to any salary in the relevant salary range based upon skills, knowledge and experience.

5.1.5 *Technical Officer (TO)*

- (a) The classification of your position will be determined after assessment of the established TO Work Level Descriptors and consideration of the expertise, judgement and accountability requirements of the position.
- (b) Appointment to the TO1 to TO5 classifications will generally be to the first salary point in the relevant salary range. Appointment to a higher salary point in the range may be approved based upon skills, knowledge and experience. Promotion will be to the next higher salary point in the range of the new classification above your current salary.
- (c) Appointment or promotion to the TO6 to TO7 classification may be to any salary in the relevant salary range based upon skills, knowledge and experience.

5.1.6 *Technology Professional (TP)*

- (a) The TP classification structure is divided into 4 Bands. Broad-banding arrangements apply across Pay Zones in Band 2 (Zone A and B) and Band 3 (Zones A, B and C).

- (b) Pay zones reflect different levels of work value within the TP Band. Underpinning each Band (and distinguishing between each Pay Zone within TP Bands 2 and 3) are the agreed Work Level Descriptors.
- (c) The Work Level Descriptors reflect the nature of the work performed and provide the means by which job roles will be classified within each Band or Pay Zone.
- (d) As a Band 1 recruit you will normally be appointed at the base of the range. Appointment or promotion within Bands 2 to 4 will be to a salary negotiated between you and us, based on qualifications, skills and experience.

5.2 WORK PERFORMANCE

5.2.1 You and your manager will plan your contributions and review your performance in accordance with the Work Performance System.

5.2.2 The purpose of the System is to provide a framework for managers and team members 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.

5.3 SALARY ADVANCEMENT FOR GENERAL SERVICES OFFICER (GSO), ADMINISTRATIVE SERVICES (ASA) 1-6, TECHNICAL OFFICER (TO) 1-5 AND TECHNOLOGY PROFESSIONAL (TP) 1

5.3.1 The provisions of this clause 5.3 deal with the eligibility for incremental advancement through the salary points of employees employed in each of the following classifications:

- (a) GSO2 to GSO10;
- (b) ASA1 to ASA6;
- (c) TO1 to TO5; and
- (d) TP1.

Incremental Advancement before 1 July 2010

5.3.2 Until 1 July 2010, if you are employed in those classifications,:

- (a) Advancement through the salary points of those classifications will be determined as soon as practicable after the anniversary date of your commencement at the classification level or, if you received your last increment on a date other than that date, then the anniversary of the date on which you received that increment and any advancement will be given effect from that anniversary date
- (b) Advancement will be determined on the basis of all of the following criteria being met:
 - i. Meeting or exceeding competency standards;
 - ii. Satisfactory performance, including conduct, diligence and efficiency; and

iii. Continuous service with us.

5.3.3 Further, until 1 July 2010 the following arrangements will apply:

- (a) We can defer your progression to the next salary point in circumstances where your performance is below the standard expected. If this situation occurs, performance and behaviour improvement procedures will be implemented, where appropriate. Salary advancement may be granted where your work performance improves to the required standard expected during the deferral period
- (b) The period when performing higher duties will count as service for incremental purposes. On promotion, higher duties in that classification for at least one month will count as service for incremental purposes;
- (c) In circumstances where you transfer by consent in writing to a lower classification, previous service in that, or a higher classification will be included as service for increments.
- (d) Leave without pay does not count as service for incremental purposes. When leave without pay exceeds one (1) month (22 working days) in an increment year, whether continuous or not, payment of an increment will be deferred by the total number of days granted as leave without pay.

Incremental Advancement from 1 July 2010 onwards

5.3.4 If you are employed in those classifications, from 1 July 2010, the provisions that follow will apply in relation to incremental advancement.

5.3.5 Advancement through the salary points in the classifications will be determined as soon as practicable after 1 July 2010 and thereafter as soon as practicable after 1 July of each subsequent year in which this Agreement operates and any advancement will be given effect from 1 July of the year concerned.

5.3.6 Advancement through the salary points for each classification will be on the basis of performance reviews under the Work Performance System.

5.3.7 If an employee is assessed as performing at least to the standard expected, consistent with the Work Performance System, salary advancement will be approved, with effect from the first full pay period beginning on or after 1 July of each year.

5.3.8 Progression to the next salary point may be deferred in circumstances where your performance is below the standard expected. If this situation occurs, performance and behaviour improvement procedures will be implemented, where appropriate. Salary advancement may be granted where your work performance improves to the required standard expected during the deferral period.

5.3.9 In respect to incremental advancement according to both the provisions that apply before and after 1 July 2010, employees who have commenced their employment with us on or after 1 April of the year in which the matter of incremental advancement is being determined will not be eligible for incremental advancement until 1 July of the following year.

5.3.10 If your entitlement to incremental advancement is determined between 1 April 2010 and 30 June 2010, you will not be eligible for incremental advancement under the provisions applicable to incremental advancement from 1 July 2010 onwards, until 1 July 2011.

5.4 PERFORMANCE BONUS FOR TP AND ASA7-9 CLASSIFICATIONS

5.4.1 This provision applies to Technology Professionals and ASA7 to ASA9 classifications only.

5.4.2 The annual performance cycle commenced on 1 July 2008 and concluded on 30 June 2009.

5.4.3 If you have not participated in the performance management cycle for the full financial year, any bonus payable will be on a pro-rata basis based on completed months worked.

5.4.4 The following bonus payments will be made in accordance with the performance rating attained under the performance rating scale as at 1 July 2008:

Classification	Rating	Annual Bonus Payment
TP Band 1	<i>One</i>	Movement to next pay point and \$1500 bonus payment
	<i>Two</i>	Movement to next pay point and \$1000 bonus payment
	<i>Three</i>	Movement to next pay point
	<i>Four</i>	Nil
<i>Note: Where TP Band 1 employees are at the top of the salary range at the time of assessment, only the cash bonus payment is available when a rating of one or two is achieved.</i>		
TP Bands 2-4, ASA7-9	<i>One</i>	Bonus payment of \$5000
	<i>Two</i>	Bonus payment of \$3000
	<i>Three</i>	Nil
	<i>Four</i>	Nil

5.5 SALARY REVIEW/ADVANCEMENT FOR ASA 7-9, TO 6 & 7 AND TP 2-4.

5.5.1 The following salary review arrangements will apply to these classifications:

- (a) Beginning from 1 July 2010, individual salary levels will be reviewed annually on the basis of the performance assessment under the Work Performance System (WPS).
- (b) If an employee is assessed as performing at least to the required standard expected, consistent with the WPS, a salary increase will be approved up to the maximum salary of the classification (or Pay Zone for TP2-3) with effect from the first full pay period beginning on or after 1 July of each year, beginning from 1 July 2010.
- (c) The following salary increases will be determined in accordance with the WPS performance assessment rating achieved:
 - i. Rating 3 – salary will be increased by 3% up to the maximum salary of the classification (or Pay Zone for TP2-3);

- ii. Rating 2 – salary will be increased by 1% up to the maximum salary of the classification (or Pay Zone for TP2-3); and
 - iii. Rating 1 – salary will not be increased. Performance and behaviour improvement procedures will be implemented, where appropriate.
- (d) The following WPS Rating Scale will be applied:

WPS Rating Scale for ASA 7-9, TO 6&7 and TP 2-4		
Rating	Description	Salary Increase
3	<i>Performing well above the standard expected</i>	3%
2	<i>Performing at the required standard expected</i>	1%
1	<i>Performing below the standard expected</i>	0%

5.5.2 Technology Professional (TP) Bands 2 and 3

The following are progression arrangements between Zones in Bands 2 and 3:

- a) The zoning of work roles within Bands 2 and 3 will be reviewed at least annually in conjunction with performance assessment under the Work Performance System.
- (b) Progression between Pay Zones within TP Bands 2 and 3 will occur when:
 - i. you have demonstrated the sustained exercise of sufficient advanced skills, behaviours and accountabilities; and
 - ii. there is an ongoing requirement to utilise these at the work level of the higher Pay Zone.
- (c) The work role being performed will be assessed against the Work Level Descriptors.
- (d) To propose progression between Pay Zones, you and your Manager will draft a brief communication to the delegate describing the change and the justification for the move to the next Zone. Movement between Pay Zones will be at our discretion and does not require a merit selection process.

5.6 PERFORMANCE BELOW THE STANDARD EXPECTED

- 5.6.1 If your performance is assessed as below the standard expected under the WPS, performance and behaviour improvement procedures will be implemented. In the event that your performance does not improve to the required standard expected following implementation of performance and behaviour improvement procedures, Airservices may implement procedures under Clause 7.1.

5.7 CAREER DEVELOPMENT

- 5.7.1 Airservices is committed to growing and developing its own people and securing the capability required to meet future business requirements.

- 5.7.2 Your manager one removed (MoR) will formally provide you with guidance and feedback annually on your capability for future roles within the organisation through the Career Development System.
- 5.7.3 These meetings are an opportunity for you and your MoR to discuss your goals and aspirations for your career in the context of your strengths/weaknesses and the anticipated future requirements of the organisation.
- 5.7.4 As an output from this meeting you and your manager may agree to specific development opportunities to prepare you for future roles.

5.8 RECRUITMENT, TRANSFERS AND SELECTION

- 5.8.1 We will ensure that all selections for recruitment and promotion are determined with regard to merit and relative efficiency. This means fair and open competition involving consideration of the best available field of candidates taking account of the advantages of developing and progressing Airservices employees.
- 5.8.2 Selection criteria and decisions will be based on the requirements of the position with no discrimination on the grounds of political affiliation; race, colour or ethnic origin; religion; sex; sexual preference; marital status; pregnancy; physical or mental disability; union membership or activities; family responsibilities; permanent part-time status; or any other prohibited reason.
- 5.8.3 You may be transferred to any position at level for the purposes of operational efficiency, development, for equal opportunity reasons, in the event of being “potentially surplus”, as a result of a selection exercise or in accordance with transfer arrangements (refer Clause 4.6).

5.9 SALARY INCREASES

- 5.9.1 The General Services Officer, Administrative Services, Technical Officer and Technology Professional classification structures and base salary points can be found at Attachment 1 to this Agreement.
- 5.9.2 The following base salary increases will apply to all classifications under this Agreement and Schedules from the first pay period commencing on or after the dates shown:

Timing of increases	Percentage Increase
Date of operation	2.15%
6 months from date of operation	2.15%
1 year from date of operation	2.15%
18 months from date of operation	2.15%
2 years from date of operation	2.15%
30 months from date of operation	2.15%

3 years from date of operation	2.15%
42 months from date of operation	2.15%

5.10 SIGN ON PAYMENT

5.10.1 In the next pay following the date of operation for this Agreement, a one-off sign on payment of \$1,000 will be paid to all employees under this Agreement who are employed on the date of operation, with the exception of ASA 1-6 employees.

5.10.2 In the next pay following the date of operation for this Agreement, a one-off sign on payment of \$1,300 will be paid to all ASA 1-6 employees under this Agreement who are employed on the date of operation.

5.11 JUNIOR RATES

5.11.1 As a junior employee you will be paid at the following percentage of the annual base salary payable to an adult employee for that classification as indicated below:

Age	Percentage
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

5.12 CADETS

5.12.1 Cadets are employed while concurrently undertaking study towards a tertiary qualification. This includes employment during vacation periods for tertiary education.

5.12.2 Cadets will be paid the following percentages of the base salary level of TP Band 1:

Education Standard	Percentage
Part way through or completed the first year of tertiary education	55%
Part way through or completed the second year of tertiary education	60%
Part way through or completed the third year of tertiary education	70%
Part way through the fourth or later years of tertiary education	80%

5.13 PAYMENT ARRANGEMENTS

Your salary will be paid into an account/s nominated by you each fortnight.

5.14 OVERPAYMENT

5.14.1 Any overpayment of an entitlement to you under this Agreement is repayable provided it is reasonable to do so, as soon as practicable (and if possible, within the relevant financial year) subject to reasonable arrangements being agreed between you and us.

5.14.2 Any overpayment made by Airservices, if not repaid prior to termination, will be deducted from your final monies owing provided it is reasonable to do so.

5.15 SALARY SACRIFICE

5.15.1 You may with our agreement convert part of your base salary to a non-cash benefit, or all of your base salary for superannuation purposes only.

5.15.2 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 your revised base salary. In terms of administration, any proposal to incorporate costs would be subject to consultation with the relevant Unions and would only be implemented on agreement.

5.16 SUPERANNUATION

5.16.1 Subject to clause 5.16.4, if you are a member of AvSuper's Defined Benefit Division, the Commonwealth Superannuation Scheme (CSS), or the Public Sector Superannuation Scheme (PSS), your superannuation arrangements will continue in accordance with the relevant Trust Deed or legislation.

5.16.2 Unless you have selected another eligible choice fund, and that fund becomes your chosen fund in accordance with clause 5.16.4, the fund into which we will make employer contributions at the level prescribed in clause 5.16.3 will be:

- (a) The Accumulation Division of AvSuper if you were 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 you become an employee after this Agreement begins to operate.

5.16.3 The level of employer contributions that we will make to the fund referred to in clause 5.16.2 or the eligible choice fund you have chosen in accordance with clause 5.16.4 will be the higher of:

- (a) 12.5% of your base salary (refer to Attachment 1), plus the following allowances (as appropriate):
 - i. Shift allowance;
 - ii. Public holiday penalties;

- iii. First aid allowance;
- iv. Higher duties allowance;
- v. Technology Professional Development allowance;
- vi. General Technical Certification allowance for TAS GSO/TO employees;
- vii. On-the-job training allowance for AusFIC employees;
- viii. Responsibility allowance for Emergency Vehicle Technicians (EVTs); and
- ix. Technical allowance for EVT's; or

- (b) the applicable minimum superannuation contribution under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

5.16.4 Despite anything to the contrary in this Clause, unless you are a member of the CSS, you may select another eligible choice fund to be a chosen fund for you in accordance with the Choice of Fund Rules. However, an eligible choice fund selected by you will only become your chosen fund (and, as a result, we will only be required to contribute to it for you) if:

- (a) it is an eligible choice fund at the time you select it;
- (b) we can make contributions to it on your behalf at the time you select it without the need for us to do anything more (for example, without having to apply to participate in the fund); and
- (c) it becomes your chosen fund within the meaning of the Choice of Fund Rules.

5.16.5 It is acknowledged that during the operation of this Agreement Airservices may:

- (a) investigate the establishment of an alternative fund into which the required employer contributions are to be paid in respect of employees who are members of AvSuper, and who have not chosen to have their required employer contributions paid into another fund in accordance with clause 5.16.4; and
- (b) that it may propose a variation to this Agreement to give effect to such a proposal.

5.16.6 In respect of any such proposal set out in clause 5.16.5, Airservices will consult with the relevant employees and their representatives in accordance with the consultation provisions of this Agreement.

5.16.7 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;
- (c) **eligible choice fund** has the meaning given to it in the Choice of Fund Rules.

PART 6: LEAVE ENTITLEMENTS

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6.1 PRINCIPLES

- 6.1.1 For the purposes of this Part, a leave day represents the hours you would have normally worked, if leave was not taken.
- 6.1.2 Unless otherwise provided for, all paid leave will be paid at your base salary rate.

6.2 CONTINUOUS SERVICE

6.2.1 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) Compassionate leave;
- (g) Bereavement leave;
- (h) Purchased additional leave;
- (i) Career Break leave;
- (j) Maternity leave (paid), or the required absence of twelve (12) weeks whether paid or unpaid;
- (k) Adoption leave (paid);
- (l) Paternity/Supporting partner leave;
- (m) Long service leave;
- (n) Christmas shutdown leave;
- (o) Special circumstances leave; and
- (p) Study leave (paid and unpaid).

6.3 RECREATION LEAVE

- 6.3.1 You are entitled to four (4) weeks (148 hours for a full time employee) paid recreation leave for each year of service.
- 6.3.2 Considering issues of personal well-being and occupational health and safety you should take all, or most, of your available recreation leave annually, unless otherwise agreed between you and your manager.
- 6.3.3 Recreation leave will be taken at agreed times except as provided in the remainder of this subclause. Airservices may direct you to take recreation leave in the following circumstances:
- (a) During any shutdown of any part of the business (such as, for example, the Christmas/New Year period); or
 - (b) Where you have accrued in excess of two (2) years credit of recreation leave and the amount of leave you have been directed to take does not exceed one-quarter of your accrued recreation leave at the time of the direction which will provide at least four (4) weeks notice.

- 6.3.4 Recreation leave will accrue at the rate of 12.33 hours per month and leave not taken will carry over from year to year. Leave credits and debits will be maintained in hours and minutes.
- 6.3.5 In the case of recreation leave accrued but not taken, Airservices will pay out such leave on termination of employment.
- 6.3.6 If you are a permanent part-time employee you will receive a pro rata of four (4) weeks recreation leave paid on your usual part-time basis.
- 6.3.7 In each twelve (12) month period, you may elect in writing to take a payment in lieu of up to two (2) weeks (74 hours) of your accrued annual leave entitlement (or a pro-rata amount for part-time employees). If Airservices agrees to allow you to take a payment in lieu of recreation leave in accordance with this clause, you will be paid at your base salary rate and your accrued recreation leave balance will be reduced accordingly.
- 6.3.8 *Remote locality additional leave*

If you are transferred by Airservices on an ongoing basis to live and work at a remote location you are entitled to an additional credit of recreation leave for the duration of your employment at that location as set out below:

Location	No. of Extra hours Recreation Leave
Queensland Charleville	14.8
Northern Territory Alice Springs Darwin	37 37
Other Cocos (Keeling) Islands	51.8

6.3.9 *Maintenance of remote locality additional leave for existing employees*

Remote locality additional leave will be continued if you are a permanent employee who lives and works in Cairns or Townsville and were entitled to remote locality additional leave prior to the commencement of this agreement.

6.3.10 *Recreation Leave for Shift Workers*

- (a) Seven day shift worker
- (i) As a “Seven Day” shift worker, you are entitled to five (5) weeks (185 hours) paid recreation leave for each year of service.

- (ii) The rate at which leave accrues is 15.42 hours per month.
- (b) Retention of this entitlement will be subject to the following:
 - (i) If you are assigned to work on a temporary basis, requiring occasional absence from the operational roster, you will continue to qualify.
 - (ii) If you are assigned to specific work requiring removal from the operational roster for a finite period of up to six (6) months, you will continue to qualify.
 - (iii) If you are seconded to perform specific work requiring removal from the operational roster for an extended period beyond six (6) months and requiring full time involvement, you will no longer qualify.

6.4 PERSONAL LEAVE

- 6.4.1 Airservices is committed to the creation of a positive attendance culture and the minimisation of unscheduled absences through the Attendance Management System.
- 6.4.2 Airservices recognise that there are personal circumstances which may arise at short notice and may prevent your attendance at work. Your manager will support you when such circumstances arise and assist you to overcome difficulties which adversely affect your health and attendance at work.
- 6.4.3 You are entitled to eighteen (18) paid working days per year for personal leave.
- 6.4.4 For fixed term employees, leave will be credited at one and a half days (1.5) days per month.
- 6.4.5 Leave credits and debits will be maintained in hours and minutes.
- 6.4.6 Leave not taken will carry over from year to year, but will not be paid out upon termination of your employment.
- 6.4.7 You may access your leave entitlement for the purpose of:
 - (a) Personal illness;
 - (b) Care of a member of your immediate family or household;
 - (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 or cultural event.
- 6.4.8 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.
- 6.4.9 You must give notice that you will be absent from work as soon as reasonably practicable.

- 6.4.10 You 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, or if it is not reasonably practicable to obtain a medical certificate, other evidence in accordance with the Act.
- 6.4.11 You may be required to produce a medical certificate, statutory declaration or other appropriate supporting documentation with your application to substantiate leave for purposes other than personal illness.
- 6.4.12 If you have previously been advised to produce documentation for future absences and fail to do so, we may not allow payment for the absence.
- 6.4.13 In circumstances where you are unfit for your regular duties your manager may explore possible alternative duties with you for that period, where it is safe and appropriate to do so.

Unpaid Carer's leave

- 6.4.14 You may take up to two (2) days unpaid carer's leave each time a member of your immediate family or household requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member if you have exhausted your paid personal leave entitlement.

6.5 JURY SERVICE LEAVE

- 6.5.1 You will continue to receive the salary you would have normally received when on jury service leave.
- 6.5.2 Any payment received from the court for jury service must be disbursed to us. You may retain any reimbursements made for travel and meal costs.
- 6.5.3 We require proof of your attendance for jury service.

6.6 EMERGENCY SERVICE LEAVE

- 6.6.1 If you are a member of an emergency organisation (e.g. the State Emergency Service or Country Fire Service) you are entitled, subject to our approval, to paid leave in order to attend emergency situations. Such leave will be paid at the base salary you would have normally received.
- 6.6.2 You must advise us as soon as possible of your need to take emergency service leave.
- 6.6.3 We will require in advance proof of your membership of the emergency organisation.

6.7 DEFENCE SERVICE LEAVE

- 6.7.1 You will continue to receive your salary when on Defence service leave.

6.7.2 If you are a Defence Reservist, you are 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.

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

6.7.3 Other leave required for Defence service will be unpaid.

6.7.4 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.

6.7.5 We require proof of your attendance for Defence service. Whenever possible, you should provide at least three (3) months notice from the Australian Defence Force of a requirement to undertake Defence service.

6.8 COMPASSIONATE LEAVE

6.8.1 You are entitled to paid compassionate leave for at least two (2) days and up to three (3) days on each occasion an immediate family member or member of your household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.

6.8.2 You must advise Airservices as soon as possible of your need to take compassionate leave.

6.8.3 Additional days with Airservices approval may be taken from your other leave entitlements.

6.8.4 Compassionate leave is non-cumulative.

6.9 LEAVE WITHOUT PAY

6.9.1 Leave without pay will be available to you where, at Airservices discretion, circumstances exist which justify the granting of leave.

6.9.2 You are entitled to have your application for leave considered subject to operational requirements, taking into account the purpose and period of the proposed leave and your length of service with Airservices.

6.9.3 If you are on approved leave without pay, either immediately before, or after a public holiday, payment will be made for the holiday.

6.9.4 The period during which you are absent on unpaid leave will not be included for any purpose as part of your period of service with Airservices, unless otherwise specified.

6.9.6 *Purchased Additional Leave*

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

6.10 PARENTAL LEAVE

6.10.1 For the purposes of this clause Parental Leave includes, but is not limited to:

- (a) “*Maternity Leave*” means leave for a pregnant employee immediately before, during and after the birth of her child.
- (b) “*Adoption Leave*” means leave for an employee adopting a child, immediately after the adoption of his or her child.

6.10.2 If you accrue personal leave (i.e. casual employees excluded) you are eligible for parental leave.

6.10.3 If you are a fixed term employee your eligibility for parental leave is limited by the requirement that any such leave cannot extend beyond the end date of your employment contract with Airservices.

6.10.4 Either parent may take up to fifty two (52) weeks unpaid parental leave. 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.

6.10.5 In instances where your domestic partner works for Airservices, the combined total leave cannot exceed fifty-two (52) weeks, unless you are the mother of the child.

6.10.6 Generally, both parents cannot take leave at the same time, except for a period of three (3) weeks immediately following the birth or placement of the child.

6.10.7 The period during which you are absent on unpaid parental leave does not count as service for any purpose.

6.10.8 *Maternity leave*

- (a) You may take up to one hundred and four (104) weeks unpaid maternity leave.
- (b) You are required to provide us with fourteen (14) weeks notice before your 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, you must submit a new certificate stating the revised expected date of birth.

- (c) You are required to absent yourself from work for a period commencing six (6) weeks before the expected date of birth of your child and six (6) weeks after the actual date of your child's birth, unless a shorter period is agreed on advice from your medical practitioner.
- (d) Provided you have at least twelve (12) months continuous service with Airservices at the time of commencing maternity leave and you are the child's primary caregiver you will be entitled to fourteen (14) weeks' paid leave or twenty-eight (28) weeks on half pay. Paid maternity leave is included in your one hundred and four (104) week entitlement.
- (e) Where you have had service with different eligible employers, determined under the *Maternity Leave (Commonwealth Employees) Act 1973*, continuous service will mean that you 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.
- (f) If your pregnancy terminates more than twenty (20) weeks before the expected date of birth, you will not be entitled to paid maternity leave. Where your pregnancy terminates within twenty (20) weeks of the expected date of birth you will be entitled to maternity leave.
- (g) You are entitled to resume duty at the same classification level at any time with at least four (4) weeks notice following the required absence.

6.10.9 Adoption leave

- (a) You may take up to fifty two (52) weeks unpaid adoption leave.
- (b) Your entitlement can be taken either as a single period of leave or as two (2) or more periods of leave during the sixty six (66) week period commencing on the day of the child's placement.
- (c) You will be entitled to fourteen (14) weeks' paid leave as part of your fifty two (52) week entitlement, if:
 - i. You are adopting a child under the age of five years who is not a child or step-child of you or your partner;
 - ii. You have at least twelve (12) months continuous service with Airservices at the time of taking adoption leave; and
 - iii. You are the child's primary caregiver.
- (d) You must provide documentary evidence of approval for adoption.

6.11 PATERNITY/SUPPORTING PARTNER LEAVE

If you have at least twelve (12) months continuous service with Airservices and your partner gives birth or adopts a child you will be entitled to one (1) weeks paid paternity/supporting partner leave within three (3) weeks of the birth/adoption of the child or in exceptional circumstances at an alternative time agreed with your manager.

6.12 LONG SERVICE LEAVE

6.12.1 You are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

- 6.12.2 You are entitled to three (3) months leave after ten (10) years continuous service and the minimum period of long service leave we shall grant is seven (7) calendar days.
- 6.12.3 Approval of your application for leave will be subject to you giving reasonable notice of your intention to take leave, and our consideration of the operational impact.
- 6.12.4 You may not break long service leave with other forms of leave.
- 6.12.5 If you have one (1) to ten (10) years service, we will make a pro rata payment in lieu in the following circumstances:
- (a) On reaching retirement age;
 - (b) On retirement or resignation due to ill-health;
 - (c) On retrenchment; or
 - (d) In the event of death, payment will be made to your dependants or legal representatives.

6.13 CHRISTMAS SHUTDOWN LEAVE

- 6.13.1 Employees, other than AusFIC employees, are entitled to two (2) days paid leave, without deduction from other leave credits, during the Airservices Christmas shutdown periods for the following days:
- (a) 30 December 2009
 - (b) 31 December 2009
 - (c) 30 December 2010
 - (d) 31 December 2010
 - (e) 29 December 2011
 - (f) 30 December 2011
 - (g) 28 December 2012
 - (h) 31 December 2012
- 6.13.2 If you are directed to work on these days, a loading of 50% for the ordinary hours you worked on that day is payable, or you may agree to be given time off in lieu of payment for those hours, equivalent to the hours worked.
- 6.13.3 You will not be entitled to be paid a loading for the ordinary hours you worked, if your salary is equivalent to or greater than the minimum salary point of the ASA7 classification.
- 6.13.4 If you are a shift worker and you are rostered off on a day specified in subclause 6.13.1 you will be given equivalent time off in lieu.
- 6.13.5 Time off in lieu must be taken within four weeks at a time mutually acceptable to you and your manager, consistent with business and operational requirements.
- 6.13.6 For the purpose of Additional Hours or other entitlements, the days specified in Clause 6.13.1 will be treated as ordinary Monday to Friday weekdays.

6.13.7 If this Agreement is still operating during a Christmas period beyond 2012, the parties will confer and agree on the days that will be treated as two (2) days paid leave under this clause.

6.14 CAREER BREAK LEAVE

6.14.1 If you have at least 12 months continuous service with Airservices, you may apply and Airservices may agree to enter into a purchased career break agreement, comprising 3 years of work, followed by 12 months leave for the purposes of allowing you a career break.

6.14.2 Airservices' agreement will be subject to operational requirements and will not be unreasonably withheld.

6.14.3 If you enter into a career break agreement approved by Airservices you will receive over the three year working period, 75% of the salary you would otherwise be entitled to receive in accordance with this Agreement.

6.14.4 On completion of the third year, you will be entitled to a 12 month period of leave and will continue to receive 75% of the salary you were entitled to immediately prior to the period of leave in fortnightly payments.

6.14.5 The 12 month period of leave will not break your continuity of service and shall count as service for the purposes of long service leave and personal leave subject to resuming duty after the leave period.

6.14.6 With Airservices' agreement you may withdraw from the career break agreement, in writing, up to six months prior to completing the three year working period. You will receive a lump sum payment of salary forgone up to the time of your withdrawal.

6.14.7 Before entering into a career break agreement, you should seek independent financial advice regarding:

- a. your financial situation;
- b. the potential impact on taxation; and
- c. the potential impact on superannuation.

6.15 SPECIAL CIRCUMSTANCES LEAVE

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

6.16 PERSONAL ILLNESS DURING PAID LEAVE

6.16.1 If you are ill while on recreation leave or long service leave and produce a medical certificate, you 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 you were certificated as being ill.

6.16.2 If you are ill while on unpaid maternity leave, you may be granted paid personal leave subject to the provision of a medical certificate.

6.16.3 The period of leave covered by the medical certificate will be debited as personal leave.

6.17 PUBLIC HOLIDAYS

6.17.1 You are 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;
- (h) Boxing Day;
- (i) An additional day normally in conjunction with Christmas/New Year holidays; 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.

PART 7: PERFORMANCE, CONDUCT, REDEPLOYMENT AND TERMINATION OF EMPLOYMENT

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7.1 PERFORMANCE, CONDUCT, TERMINATION OF EMPLOYMENT

7.1.1 In relation to performance and conduct issues, the following is accepted by the parties:

- (a) 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, without the need to have recourse to a formal process.
- (b) There will be occasions when it is appropriate for a formal disciplinary process to take place as a first step, that is, where the conduct of the employee is reasonably regarded as seriously unsatisfactory.
- (c) Airservices will observe the principles of procedural fairness and natural justice. Without detracting from the meaning of that expression at law, this means:
 - i. An employee will be promptly advised of any matter of concern about their performance or conduct and any circumstance that may lead to termination of their employment;
 - ii. The employee will be given time and the opportunity to seek access to a representative of their choice to advise them in relation to these circumstances;
 - iii. The employee will be given the opportunity to be heard, including the opportunity to be represented in these matters if they so desire; and
 - iv. 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.

7.1.2 *Informal Process:* If Airservices considers that an employee's performance in their role and/or their conduct is not at a required standard or is unsatisfactory in some respect and needs to be addressed then it will discuss that matter with the employee.

7.1.3 The purpose of the discussion will be to let the employee know of that view, inform the employee of what Airservices considers are the deficiencies in performance and/or conduct, listen to the employee's views in response and in that context to determine what steps (if any) should be taken to remedy any deficiencies and improve the employee's performance and/or conduct. Those steps may involve requiring the employee to undertake a course of training or other remedial course or to undergo counselling.

7.1.4 *Formal Process:* If Airservices considers that an employee's performance or conduct is unsatisfactory or unacceptable and that the matter of their performance or conduct needs to be dealt with by a formal process, Airservices will inform the employee in writing of the view that it has reached giving particulars and it will arrange a meeting with the employee to address the matter. The purpose of the meeting will be to discuss the matters raised by Airservices about the employee's performance or conduct.

7.1.5 After holding that meeting and any further meetings that are necessary and giving the employee any further opportunity to respond that is necessary*, Airservices can then decide what further action it should take. In that respect, the action taken shall be proportionate to the circumstances of the matter.

(* This can involve giving the employee a show cause letter requesting the employee to show cause in writing why disciplinary action of any of the types in subclause 7.1.6 should not be taken.)

7.1.6 Without exhaustively stating the types of action that Airservices may take or detracting from the requirements of the immediately preceding clause, the following courses of action are available:

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

7.1.7 Airservices is entitled to terminate employment without complying with the informal or formal processes described in this clause only if the employee has engaged in serious misconduct or in other conduct that warrants summary dismissal under common law.

7.2 SUSPENSION OR STAND DOWN WITH PAY

7.2.1 As a temporary measure, and without the need to observe the principles of procedural fairness, Airservices can suspend or stand down an employee with full pay for a period of time, or set conditions in relation to the performance of work or conduct with which the employee needs to comply where that is done:

- (a) To conform with regulatory requirements;
- (b) In the interests of safety or welfare of other persons (including of other employees in the workplace);
- (c) In order for a fitness for duty assessment to be carried out;
- (d) To facilitate the conduct of an investigation into a matter relating to the employee's conduct or performance that has been addressed pursuant to Clause 7.1.4 and 7.1.5; or
- (e) Because the employee was directly or indirectly involved in an accident or incident.

7.2.2 Such suspension or stand down or setting of conditions shall not be treated or regarded as indicating that the employee has engaged in conduct that is wrongful or unsatisfactory.

7.3 NOTICE OF TERMINATION REQUIREMENTS

7.3.1 If you are a permanent employee you are entitled in respect of termination of employment to the following period of notice or at our election payment in lieu of notice:

<i>Years of Continuous Service</i>	<i>Notice</i>
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

In addition to the above notice, you will receive an extra week's notice if you are over 45 years of age and have at least two (2) years continuous service with us.

- 7.3.2 Where we have given you notice of termination, you are entitled to one (1) day's time off without loss of pay for the purposes of seeking other employment. This time can be taken at your convenience after consultation with us.
- 7.3.3 If you are a casual employee we may terminate your employment by giving you one (1) day's notice.
- 7.3.4 You are not entitled to notice if we terminate your employment for conduct which would justify summary dismissal at common law.
- 7.3.5 Any notice of termination shall be in writing giving the appropriate period of notice and shall state the reasons for the termination and details of the counselling provided.
- 7.3.6 If you are a permanent employee you must give us at least two (2) weeks notice, or forfeit two (2) weeks pay in lieu of notice, unless a lesser period is agreed.

7.4 ABANDONMENT OF EMPLOYMENT

- 7.4.1 An unapproved absence from work for a continuous period exceeding 5 working days without notification to us will be prima facie evidence that you have abandoned your employment.
- 7.4.2 We will make all reasonable attempts to contact you over the 5 day period for an explanation concerning your absence.
- 7.4.3 Where you have abandoned your employment, the date of effect will be from the date of your last attendance at work, or your last day of approved absence, whichever is later.

7.5 SUBSIDIARIES

- 7.5.1 This clause applies where Airservices establishes a wholly owned subsidiary ("Subsidiary"), as part of a restructure of its business.
- 7.5.2 In relation to each Airservices employee who becomes an employee of a Subsidiary:
- (a) Their continuity of employment will be deemed not to have been broken by their transfer of employment;
 - (b) Service with Airservices will be deemed to be service with the Subsidiary instead, for the purpose of all service related benefits (including leave and severance entitlements);
 - (c) Their accrued leave entitlements will be transferred to the Subsidiary;
 - (d) As a consequence, no leave, severance pay or other entitlements will be payable on transfer of the employee's employment with Airservices.

- 7.5.3 If an Airservices employee refuses a reasonable offer of employment by a Subsidiary, then Airservices may terminate the employee's employment and the employee will not be entitled to any payments provided for in Clause 7.6.6 (a) ii. Nor will employees with less than 10 years service be entitled to any payments provided for in Clause 7.6.6 (c) ii. "Reasonable" means at the same level, same job function, and same physical location.
- 7.5.4 Airservices may require an employee to perform work for a Subsidiary, or second them to a Subsidiary, within the employee's skills, competence and training.
- 7.5.5 If the Subsidiary decides to transfer any of its employees to Airservices, then Clauses 7.5.2 to 7.5.4 apply with the following changes:
- (a) A reference to Airservices is deemed to be a reference to the Subsidiary; and/or
 - (b) A reference to the Subsidiary is deemed to be a reference to Airservices.

7.6 REDEPLOYMENT AND REDUNDANCY

7.6.1 Principles

- (a) The following provisions will not apply to casual, fixed term or probationary employees.
- (b) You will not be entitled to any redundancy entitlement under this clause if an offer of reasonable alternative employment is made to you by us or a wholly owned subsidiary. "Reasonable" means at the same level, same job function and same geographical location.

7.6.2 Definitions

- (a) "*Completed years of service*", means continuous service with Airservices and its predecessors, the Australian Public Service, the Australian Defence Forces 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 you are in receipt of a retirement benefit.
- (b) "*Continuous service*", means periods of service broken only by an unavoidable period associated with the departure arrangements of your former employer and commencement of employment with us, provided that you were in receipt of a firm offer of employment from Airservices before leaving your former employer.
- (c) "*Potentially surplus*", means:
 - i. You are included in a class of employees employed by us which, in Airservices opinion, will comprise a greater number of employees than is necessary for the efficient and economical working of Airservices; or
 - ii. You are an employee whose services, in Airservices opinion will not be able to be used effectively because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of Airservices; or
 - iii. The duties usually performed by you are to be performed at a different locality.
- (d) "*Severance payment*", means a payment, calculated in accordance with the formula and criteria in these provisions, made to you on redundancy under this agreement.

- (e) "*Termination*", means cessation of employment under the processes outlined in this provision.

7.6.3 *Redeployment and retraining*

- (a) From the time employees are formally declared as being "*Potentially surplus*", we shall take steps to ensure that, as vacancies arise in non-affected work areas, they are filled by the redeployment of suitable potentially surplus employees from affected areas.
- (b) Any such vacancies will be at your classification level (for this purpose, twelve (12) months or more continuous higher duty allowance will qualify you to be considered at the higher duty allowance level) although you may wish to accept a vacancy at a lower classification.
- (c) Where you are able to perform the duties of the vacancy efficiently, either immediately or within a reasonable period, or after an appropriate period of training, you should be re-deployed. We will take all reasonable steps, consistent with the interests of the efficient administration of Airservices, to re-deploy you to suitable vacancies of equal classification.
- (d) If you are placed at your higher duties allowance level, under the provisions of this agreement, you may be promoted without appeal.
- (e) You will apply for suitable advertised vacancies. We will consider potentially surplus employees in isolation from and not in competition with other applicants for a vacancy to which the employee seeks transfer.
- (f) Re-deployment should be on a voluntary basis and prior to re-deployment the wishes of the employee should be ascertained.
- (g) You will not be required to undertake new duties, implement new procedures, operate new equipment or use new systems unless you have been provided with training appropriate to the work to be performed.
- (h) Where a vacancy exists or occurs in Airservices, which would permit the retention in employment of an employee where employees are of equal efficiency, we will give preference to a permanent employee over a fixed term employee.
- (i) Retraining, usually in the form of on-the-job training, should be arranged if you are likely to be affected by re-structuring.

7.6.4 *Voluntary redundancy*

- (a) Airservices may at any time, if you are potentially surplus, offer voluntary redundancy to employees who are not in a potential surplus situation with the objective of providing re-deployment opportunities for you as potentially surplus.
- (b) As a potentially surplus employee you will be asked to express interest in voluntary redundancy. Airservices reserves the right not to formally offer voluntary redundancy to you if you have expressed interest. However, you may not be terminated by us by reason of redundancy unless you have been offered voluntary redundancy.
- (c) Job-swapping between employees may be arranged for those who do not wish to be terminated and those at the same level and location who have expressed interest in voluntary redundancy. Such job-swaps will be dependent on Airservices agreement considering your suitability and capability to perform the duties of the position either immediately or within a reasonable period or after an appropriate period of training.

- (d) Airservices will consider job swapping across locations with associated conditions where there is a demonstrated need.
- (e) If you are invited to volunteer for termination you will have four (4) weeks in which to advise of your election.
- (f) Where Airservices approve an election to terminate the termination date for voluntary redundancy will be preceded by a notice period of four (4) weeks. In addition to this notice, you will receive an extra week's notice if you are over 45 years of age and have at least two (2) years continuous service with us.
- (g) Airservices may direct or you may elect to be terminated before the planned date. Such an election will be approved by Airservices unless there are overriding reasons, associated with the continuation of your function, that require you to be retained. You will receive payment in lieu of salary for the unexpired portion of the notice period, subject to staffing requirements and your wishes.
- (h) A termination date within the notice period will have regard to any unresolved appeal made under Employee Grievance Board provisions of this Agreement (refer Clause 3.4).

7.6.5 *Involuntary Redundancy*

- (a) We will not involuntarily terminate you without consideration of job-swaps, re-training and re-deployment opportunities.
- (b) Where we propose to involuntarily terminate you, you will be advised with notice of no less than three (3) months before the effective date.
- (c) Except with your consent, we will not involuntarily terminate you until we have determined that:
 - i. There are no suitable opportunities for your re-deployment at your level and location, including positions remaining associated with your former function, or by reasonable reduction in classification;
 - ii. There are no prospects for re-training (as set out in Clause 7.6.3) you for alternative employment in Airservices; and
 - iii. There are no positions for which you are suitable at your level and location, the occupants of which have volunteered to be terminated.
- (d) In order to enhance your employment prospects outside Airservices the following support may be provided in involuntary redundancy situations:
 - i. leave for retraining purposes, where you demonstrate the proposed training will enhance your potential to undertake an alternative career. This leave would be regarded as study leave (refer Clause 4.12), subject to operational requirements;
 - ii. reimbursement of compulsory tuition fees and HECS charges incurred during the academic year in which termination took effect, on production of evidence of successful completion of a course of study that was commenced before termination. This is subject to you demonstrating that the study will enhance your potential to undertake an alternative career.
- (e) Retraining may also include the undertaking of a short course to provide new skills or update existing ones.

7.6.6 *Benefits*

- (a) If you are terminated under this provision, you will receive the following benefits:
 - i. Payment of salary in lieu of any unexpired portion of notice of termination (refer Clause 7.3); 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.
- (b) For the purposes of calculation of these benefits, salary shall be taken to include:
 - i. Higher duties allowance where you have 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 your shift loading during the preceding twelve (12) months, if you have 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
 - i. Other allowances in the nature of salary normally received by you.
- (c) If you are terminated under this provision you 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 you have completed one (1) full year of service you will be entitled to a pro rata payment for completed years and months of service).

7.6.7 *Income maintenance on reduction of classification*

- (a) If you are to be re-deployed to a position of lower classification you will be entitled to income maintenance for a period as follows:
 - i. If you have twenty (20) or more years service or you are over forty five (45) years of age - thirteen (13) months; and
 - ii. All other employees - seven (7) months.
- (b) Income for the purposes of maintenance payments is defined in the same terms as salary is defined for the calculation of severance payments in Clause 7.6.6.

7.6.8 *Other entitlements*

- (a) If you are required to move your household as a result of transfer to another location under this provision you will be entitled to reimbursement of reasonable expenses associated with that move on the same basis as if you had been promoted.
- (b) When you are on Term transfer and terminated under this provision, you will be entitled to reimbursement of reasonable expenses associated with relocation to your home base on the same basis as you would have been at the completion of your Term transfer (refer Clause 4.9.5).
- (c) If you have been advised that your election to terminate has been approved or you have received advice of involuntary termination you will be entitled to:
 - i. Reasonable leave with full pay to attend necessary employment interviews; and

- ii. Travel and incidental expenses, considered reasonable by us, incurred in attending such interviews, where such expenses are not met by the prospective employer.
- (d) If you are entitled to be paid Early Retirement Benefit on age retirement, you will be paid those benefits when you receive the benefits payable under Clause 7.6.6 of this provision.

7.6.9 *Support services*

- (a) We will provide information and counselling services to enable you to plan your future and to consider options under the voluntary termination and other provisions.
- (b) In addition, we will meet the costs (up to a \$465 limit) of independent personal financial planning advice for you.
- (c) As part of this program you will be provided with an analysis of career prospects in your employment group. Advice will also be available on areas of skills needs and training programs.

7.6.10 *Other action not prevented*

These provisions do not act in any way to replace provisions relating to performance, conduct and termination of employment, and loss of essential qualifications.

7.7 FITNESS FOR CONTINUED DUTY

- 7.7.1 Early intervention is important if you are absent from work and your health may be impaired. Should you experience a health problem that may impair your capacity to perform your duties in the long term, our objective will be to take positive and appropriate action.
- 7.7.2 Both medical and non medical factors may contribute to absences from work for extended periods of time.
- 7.7.3 Should you be absent for health reasons, Airservices will explore with you possible non-medical outcomes. These may include, but are not limited to:
- (a) The provision of appropriate training;
 - (b) Modification of your duties;
 - (c) Arranging for specialised counselling;
 - (d) Your temporary transfer to different duties;
 - (e) Your permanent transfer to another position at the same level; or
 - (f) The counselling of your supervisor.
- 7.7.4 Where your absence appears directly related to medical factors, any action Airservices takes will be based on the expert advice of a Designated Medical Examiner.
- 7.7.5 As soon as it appears that your health could be substantially impaired, other than temporarily, or it affects your ability to perform your duties, Airservices may refer you to a Designated Medical Examiner.

7.7.6 Airservices will arrange for you to be examined by a Designated Medical Examiner in circumstances where:

- (a) You have been absent from duty on account of illness for a continuous period of 4 weeks and you could be substantially impaired, other than temporarily, in the ability to perform your duties;
- (b) You have been absent on account of illness for 13 weeks continuously;
- (c) You have been absent on account of illness for a total of 13 weeks in any 26 week period;
- (d) You present a report from a registered medical practitioner indicating that you are unfit for duty and the prognosis is unfavourable

7.7.7 Should you be required to consult a Designated Medical Examiner, at a reasonable time before the appointment, Airservices will inform you in writing of:

- (a) The time and place of the examination;
- (b) The purpose of the examination, and the reason Airservices arranged it;
- (c) Your right to be provided on request with the information to be furnished to the Designated Medical Examiner;
- (d) Your right to submit supporting material for consideration by the Designated Medical Examiner; and
- (e) If you have been a superannuation contributor for less than 20 years - the need to bring to the medical examination any Benefit Classification Certificate issued to you.

7.7.8 Where you have been referred to and attend a Designated Medical Examiner, Airservices will provide you with written details of the findings of the medical examination, any recommendations provided by the Designated Medical Examiner, and advice of any action Airservices propose as a result.

7.7.9 You will be given the opportunity to respond to any action proposed to be taken and may provide a written response to us within 14 days.

7.7.10 Airservices may take action that includes, in descending order, but is not limited to the following:

- (a) Return you to your current position and duties;
- (b) Redeploy you at the same level in a different position;
- (c) Redeploy you to a lower level position with your consent;
- (d) Redeploy you to a lower level position without your consent; or
- (e) Terminate your employment with us.

7.8 LOSS OF ESSENTIAL QUALIFICATION (LOEQ)

7.8.1 If you are required to hold an essential qualification to undertake or continue employment with us, the retention of that essential qualification remains a condition of your employment.

7.8.2 You are not qualified to perform your duties if:

- (a) You cease to hold, or become 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 you hold.

7.8.3 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".

7.8.4 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.

7.8.5 Although Airservices would normally determine the necessity of a qualification, industry or professional qualifications may also apply.

7.8.6 Loss of essential qualification means temporary loss and/or permanent loss.

7.8.7 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.

7.8.8 *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 our performance and discipline procedures or our fitness for duty procedures, then the matter will be addressed in accordance with those procedures.

7.8.9 *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 you no longer possess an essential qualification, the Authorised Officer will discuss the matter with you and your nominated representative and advise you if it is proposed to inquire into the matter.
 - ii. You will be allowed the opportunity to provide explanation or comment within seven days. If you have already been allowed an opportunity to provide

explanation or comment by way of disciplinary action or fitness for duty procedures, you will be allowed to provide further explanation during that seven 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 thinks 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 you are likely to regain the qualification within a reasonable time, if at all;
- iv. Any explanation or comments you provide;
- v. The potential benefits and cost to us of providing appropriate retraining for you; and
- vi. Any special agreements with industrial organisations concerning the procedures to be adopted when qualifications are to be suspended or cancelled.

(c) *Your comment*

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

(d) *Decisions on redeployment or termination of employment*

- i. If Airservices considers that you are not likely to regain the qualification within a reasonable time, and you should be transferred to other duties, Airservices will first consider whether it would be in the interest of efficient administration to transfer you to a position at the same level.
- ii. If Airservices concludes that transfer at the same level is not appropriate, Airservices may then, by notice in writing, reduce your classification or terminate your employment.
- iii. If Airservices does not transfer you at the same level and is satisfied that it would be in the interests of efficient administration to reduce your classification and a suitable position is available, you may be redeployed to a lower level classification, rather than have your employment terminated.
- iv. Any reduction in classification must be to duties for which you are qualified and which you could perform efficiently either immediately or within a reasonable period, and which you could reasonably be required to perform.

(e) *Notice of reduction or termination of employment*

- i. If Airservices gives notice of reduction of classification or termination of employment, the notice must include or be accompanied by the reasons for the decision and, unless you have 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 our internal processes.
- iii. The sole right of review in relation to termination of employment would be through the *Workplace Relations Act 1996*.

(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 your employment ceases because you have lost an essential qualification, you are entitled to payment in lieu of long service leave and recreation leave credits.

(g) *Consultation*

If requested by the employee the relevant organisation will be notified in writing when you have or are about to lose an essential qualification. The notification will include details of when discussions with you are to be held regarding the consequences of the loss.



PART 8: SIGNATORIES

SIGNED FOR AND ON BEHALF of) GR Russell
)
Airservices Australia) Name: Greg Russell
) Position: CEO

Dated: 11/6/09

in the presence of Mette Davis
 Name Mette Davis
 Dated: 11/6/09

SIGNED FOR AND ON BEHALF of)
)
Community and Public and) Name: Michael Tull
Sector Union) Position: Deputy President

Dated: 10/06/2009

witnessed by:
Alistair Waters
 Name Alistair Waters
 Dated: 10/06/2009

SIGNED FOR AND ON BEHALF of) David Smith
)
Association of Professional) Name: DAVID SMITH
Engineers, Scientists and) Position: EXECUTIVE OFFICER
Managers Australia) AUSTRALIAN GOVERNMENT DIVISION
 Dated: 10/06/2009

in the presence of:
Ela Fogarty
 Name Ela Fogarty
 Dated: 10/06/2009

SIGNED FOR AND ON BEHALF of) P. Tighe
)
Communications and Electrical,) Name: PETER TIGHE
Electronic, Energy, Information,) Position: NATIONAL SECRETARY
Postal, Plumbing, and Allied Services)
Union of Australia)
 Dated: 11/JUN09

in the presence of:
M.J. Murphy
 Name M.J. MURPHY
 Dated: 11/JUN09

ATTACHMENT 1: CLASSIFICATION STRUCTURES AND BASE SALARIES

ASA	Increment	Current Salary	2.15% Date of Operation	2.15% 6 Months	2.15% 12 months	2.15% 18 Months	2.15% 24 months	2.15% 30 months	2.15% 36 months	2.15% 42 Months
	Under 18	\$23,423	\$ 23,927	\$ 24,441	\$ 24,966	\$ 25,503	\$ 26,052	\$ 26,612	\$ 27,184	\$ 27,768
	18 yrs	\$27,329	\$ 27,917	\$ 28,517	\$ 29,130	\$ 29,756	\$ 30,396	\$ 31,049	\$ 31,717	\$ 32,399
	19 yrs	\$31,623	\$ 32,303	\$ 32,997	\$ 33,707	\$ 34,432	\$ 35,172	\$ 35,928	\$ 36,700	\$ 37,490
	20 yrs	\$35,528	\$ 36,292	\$ 37,072	\$ 37,869	\$ 38,683	\$ 39,515	\$ 40,365	\$ 41,232	\$ 42,119
ASA 1	1	\$39,042	\$ 39,881	\$ 40,739	\$ 41,615	\$ 42,509	\$ 43,423	\$ 44,357	\$ 45,311	\$ 46,285
	2	\$40,355	\$ 41,223	\$ 42,109	\$ 43,014	\$ 43,939	\$ 44,884	\$ 45,849	\$ 46,835	\$ 47,841
	3	\$41,450	\$ 42,341	\$ 43,252	\$ 44,181	\$ 45,131	\$ 46,102	\$ 47,093	\$ 48,105	\$ 49,140
	4	\$43,146	\$ 44,074	\$ 45,021	\$ 45,989	\$ 46,978	\$ 47,988	\$ 49,020	\$ 50,074	\$ 51,150
	5	\$43,782	\$ 44,723	\$ 45,685	\$ 46,667	\$ 47,670	\$ 48,695	\$ 49,742	\$ 50,812	\$ 51,904
ASA 2	1	\$43,146	\$ 44,074	\$ 45,021	\$ 45,989	\$ 46,978	\$ 47,988	\$ 49,020	\$ 50,074	\$ 51,150
	2	\$43,782	\$ 44,723	\$ 45,685	\$ 46,667	\$ 47,670	\$ 48,695	\$ 49,742	\$ 50,812	\$ 51,904
	3	\$44,181	\$ 45,131	\$ 46,101	\$ 47,092	\$ 48,105	\$ 49,139	\$ 50,196	\$ 51,275	\$ 52,377
	4	\$45,399	\$ 46,375	\$ 47,372	\$ 48,391	\$ 49,431	\$ 50,494	\$ 51,579	\$ 52,688	\$ 53,821
	5	\$46,593	\$ 47,595	\$ 48,618	\$ 49,663	\$ 50,731	\$ 51,822	\$ 52,936	\$ 54,074	\$ 55,237
	6	\$47,802	\$ 48,830	\$ 49,880	\$ 50,952	\$ 52,047	\$ 53,166	\$ 54,310	\$ 55,477	\$ 56,670
	7	\$48,997	\$ 50,050	\$ 51,127	\$ 52,226	\$ 53,349	\$ 54,496	\$ 55,667	\$ 56,864	\$ 58,087
	8	\$49,634	\$ 50,701	\$ 51,791	\$ 52,905	\$ 54,042	\$ 55,204	\$ 56,391	\$ 57,603	\$ 58,842
ASA 3	1	\$48,997	\$ 50,050	\$ 51,127	\$ 52,226	\$ 53,349	\$ 54,496	\$ 55,667	\$ 56,864	\$ 58,087
	2	\$49,634	\$ 50,701	\$ 51,791	\$ 52,905	\$ 54,042	\$ 55,204	\$ 56,391	\$ 57,603	\$ 58,842
	3	\$50,326	\$ 51,408	\$ 52,513	\$ 53,642	\$ 54,796	\$ 55,974	\$ 57,177	\$ 58,406	\$ 59,662
	4	\$51,630	\$ 52,740	\$ 53,874	\$ 55,032	\$ 56,215	\$ 57,424	\$ 58,659	\$ 59,920	\$ 61,208
	5	\$52,943	\$ 54,081	\$ 55,244	\$ 56,432	\$ 57,645	\$ 58,884	\$ 60,150	\$ 61,444	\$ 62,765
	6	\$54,314	\$ 55,482	\$ 56,675	\$ 57,893	\$ 59,138	\$ 60,409	\$ 61,708	\$ 63,035	\$ 64,390
	7	\$54,947	\$ 56,128	\$ 57,335	\$ 58,568	\$ 59,827	\$ 61,113	\$ 62,427	\$ 63,769	\$ 65,140
ASA 4	1	\$54,314	\$ 55,482	\$ 56,675	\$ 57,893	\$ 59,138	\$ 60,409	\$ 61,708	\$ 63,035	\$ 64,390
	2	\$54,947	\$ 56,128	\$ 57,335	\$ 58,568	\$ 59,827	\$ 61,113	\$ 62,427	\$ 63,769	\$ 65,140

	3	\$56,091	\$ 57,297	\$ 58,529	\$ 59,787	\$ 61,073	\$ 62,386	\$ 63,727	\$ 65,097	\$ 66,497
	4	\$57,873	\$ 59,117	\$ 60,388	\$ 61,687	\$ 63,013	\$ 64,368	\$ 65,752	\$ 67,165	\$ 68,609
	5	\$59,376	\$ 60,653	\$ 61,957	\$ 63,289	\$ 64,649	\$ 66,039	\$ 67,459	\$ 68,910	\$ 70,391
	6	\$60,903	\$ 62,212	\$ 63,550	\$ 64,916	\$ 66,312	\$ 67,738	\$ 69,194	\$ 70,682	\$ 72,201
	7	\$61,537	\$ 62,860	\$ 64,212	\$ 65,592	\$ 67,002	\$ 68,443	\$ 69,914	\$ 71,418	\$ 72,953
ASA 5	1	\$60,903	\$ 62,212	\$ 63,550	\$ 64,916	\$ 66,312	\$ 67,738	\$ 69,194	\$ 70,682	\$ 72,201
	2	\$61,537	\$ 62,860	\$ 64,212	\$ 65,592	\$ 67,002	\$ 68,443	\$ 69,914	\$ 71,418	\$ 72,953
	3	\$62,563	\$ 63,908	\$ 65,282	\$ 66,686	\$ 68,119	\$ 69,584	\$ 71,080	\$ 72,608	\$ 74,169
	4	\$64,519	\$ 65,906	\$ 67,323	\$ 68,771	\$ 70,249	\$ 71,760	\$ 73,302	\$ 74,878	\$ 76,488
	5	\$66,336	\$ 67,762	\$ 69,219	\$ 70,707	\$ 72,228	\$ 73,780	\$ 75,367	\$ 76,987	\$ 78,642
	6	\$66,968	\$ 68,408	\$ 69,879	\$ 71,381	\$ 72,916	\$ 74,483	\$ 76,085	\$ 77,721	\$ 79,392
ASA 6	1	\$66,336	\$ 67,762	\$ 69,219	\$ 70,707	\$ 72,228	\$ 73,780	\$ 75,367	\$ 76,987	\$ 78,642
	2	\$66,968	\$ 68,408	\$ 69,879	\$ 71,381	\$ 72,916	\$ 74,483	\$ 76,085	\$ 77,721	\$ 79,392
	3	\$67,567	\$ 69,020	\$ 70,504	\$ 72,019	\$ 73,568	\$ 75,150	\$ 76,765	\$ 78,416	\$ 80,102
	4	\$69,251	\$ 70,740	\$ 72,261	\$ 73,814	\$ 75,401	\$ 77,023	\$ 78,679	\$ 80,370	\$ 82,098
	5	\$71,149	\$ 72,679	\$ 74,241	\$ 75,837	\$ 77,468	\$ 79,134	\$ 80,835	\$ 82,573	\$ 84,348
	6	\$74,727	\$ 76,334	\$ 77,975	\$ 79,651	\$ 81,364	\$ 83,113	\$ 84,900	\$ 86,725	\$ 88,590
	7	\$77,617	\$ 79,286	\$ 80,990	\$ 82,732	\$ 84,510	\$ 86,327	\$ 88,183	\$ 90,079	\$ 92,016
	8	\$78,250	\$ 79,932	\$ 81,651	\$ 83,406	\$ 85,200	\$ 87,031	\$ 88,903	\$ 90,814	\$ 92,767
ASA7	Base	\$79,868	\$ 81,585	\$ 83,339	\$ 85,131	\$ 86,961	\$ 88,831	\$ 90,741	\$ 92,692	\$ 94,685
	Top	\$112,686	\$ 115,109	\$ 117,584	\$ 120,112	\$ 122,694	\$ 125,332	\$ 128,027	\$ 130,779	\$ 133,591
ASA8	Base	\$99,752	\$ 101,897	\$ 104,087	\$ 106,325	\$ 108,611	\$ 110,946	\$ 113,332	\$ 115,768	\$ 118,257
	Top	\$121,922	\$ 124,543	\$ 127,221	\$ 129,956	\$ 132,750	\$ 135,604	\$ 138,520	\$ 141,498	\$ 144,540
ASA9	Base	\$107,144	\$ 109,448	\$ 111,801	\$ 114,204	\$ 116,660	\$ 119,168	\$ 121,730	\$ 124,347	\$ 127,021
	Top	\$134,851	\$ 137,750	\$ 140,712	\$ 143,737	\$ 146,828	\$ 149,984	\$ 153,209	\$ 156,503	\$ 159,868

GSO	Increment	Current Salary	2.15% Date of Operation	2.15% 6 Months	2.15% 12 months	2.15% 18 Months	2.15% 24 months	2.15% 30 months	2.15% 36 months	2.15% 42 Months
	60%	\$21,626	\$ 22,091	\$ 22,566	\$ 23,051	\$ 23,547	\$ 24,053	\$ 24,570	\$ 25,098	\$ 25,638
	70%	\$25,228	\$ 25,770	\$ 26,324	\$ 26,890	\$ 27,469	\$ 28,059	\$ 28,662	\$ 29,279	\$ 29,908
	81%	\$29,193	\$ 29,821	\$ 30,462	\$ 31,117	\$ 31,786	\$ 32,469	\$ 33,167	\$ 33,880	\$ 34,609
	91%	\$32,796	\$ 33,501	\$ 34,221	\$ 34,957	\$ 35,709	\$ 36,476	\$ 37,261	\$ 38,062	\$ 38,880
GSO 2	1	\$36,042	\$ 36,817	\$ 37,608	\$ 38,417	\$ 39,243	\$ 40,087	\$ 40,949	\$ 41,829	\$ 42,728
	2	\$36,519	\$ 37,304	\$ 38,106	\$ 38,925	\$ 39,762	\$ 40,617	\$ 41,491	\$ 42,383	\$ 43,294
	3	\$37,030	\$ 37,826	\$ 38,639	\$ 39,470	\$ 40,319	\$ 41,186	\$ 42,071	\$ 42,976	\$ 43,900
	4	\$37,536	\$ 38,343	\$ 39,167	\$ 40,009	\$ 40,870	\$ 41,748	\$ 42,646	\$ 43,563	\$ 44,499
GSO 3	1	\$39,042	\$ 39,881	\$ 40,739	\$ 41,615	\$ 42,509	\$ 43,423	\$ 44,357	\$ 45,311	\$ 46,285
	2	\$39,554	\$ 40,404	\$ 41,273	\$ 42,160	\$ 43,067	\$ 43,993	\$ 44,939	\$ 45,905	\$ 46,892
	3	\$40,059	\$ 40,920	\$ 41,800	\$ 42,699	\$ 43,617	\$ 44,555	\$ 45,512	\$ 46,491	\$ 47,491
	4	\$40,572	\$ 41,444	\$ 42,335	\$ 43,246	\$ 44,175	\$ 45,125	\$ 46,095	\$ 47,086	\$ 48,099
GSO 4	1	\$40,572	\$ 41,444	\$ 42,335	\$ 43,246	\$ 44,175	\$ 45,125	\$ 46,095	\$ 47,086	\$ 48,099
	2	\$41,172	\$ 42,057	\$ 42,961	\$ 43,885	\$ 44,829	\$ 45,792	\$ 46,777	\$ 47,783	\$ 48,810
	3	\$41,777	\$ 42,675	\$ 43,593	\$ 44,530	\$ 45,487	\$ 46,465	\$ 47,464	\$ 48,485	\$ 49,527
	4	\$42,426	\$ 43,338	\$ 44,270	\$ 45,222	\$ 46,194	\$ 47,187	\$ 48,202	\$ 49,238	\$ 50,297
GSO 5	1	\$43,146	\$ 44,074	\$ 45,021	\$ 45,989	\$ 46,978	\$ 47,988	\$ 49,020	\$ 50,074	\$ 51,150
	2	\$44,010	\$ 44,956	\$ 45,923	\$ 46,910	\$ 47,919	\$ 48,949	\$ 50,001	\$ 51,076	\$ 52,175
	3	\$44,869	\$ 45,834	\$ 46,819	\$ 47,826	\$ 48,854	\$ 49,904	\$ 50,977	\$ 52,073	\$ 53,193
	4	\$45,691	\$ 46,673	\$ 47,677	\$ 48,702	\$ 49,749	\$ 50,819	\$ 51,911	\$ 53,027	\$ 54,167
GSO 6	1	\$45,691	\$ 46,673	\$ 47,677	\$ 48,702	\$ 49,749	\$ 50,819	\$ 51,911	\$ 53,027	\$ 54,167
	2	\$46,513	\$ 47,513	\$ 48,535	\$ 49,578	\$ 50,644	\$ 51,733	\$ 52,845	\$ 53,981	\$ 55,142
	3	\$47,255	\$ 48,271	\$ 49,309	\$ 50,369	\$ 51,452	\$ 52,558	\$ 53,688	\$ 54,842	\$ 56,022
	4	\$48,001	\$ 49,033	\$ 50,087	\$ 51,164	\$ 52,264	\$ 53,388	\$ 54,536	\$ 55,708	\$ 56,906
GSO 7	1	\$49,621	\$ 50,688	\$ 51,778	\$ 52,891	\$ 54,028	\$ 55,190	\$ 56,376	\$ 57,588	\$ 58,826
	2	\$50,541	\$ 51,628	\$ 52,738	\$ 53,871	\$ 55,030	\$ 56,213	\$ 57,421	\$ 58,656	\$ 59,917
	3	\$51,496	\$ 52,603	\$ 53,734	\$ 54,889	\$ 56,070	\$ 57,275	\$ 58,506	\$ 59,764	\$ 61,049
	4	\$52,516	\$ 53,645	\$ 54,798	\$ 55,977	\$ 57,180	\$ 58,410	\$ 59,665	\$ 60,948	\$ 62,258
GSO 8	1	\$53,941	\$ 55,101	\$ 56,285	\$ 57,496	\$ 58,732	\$ 59,994	\$ 61,284	\$ 62,602	\$ 63,948

	2	\$54,960	\$ 56,142	\$ 57,349	\$ 58,582	\$ 59,841	\$ 61,128	\$ 62,442	\$ 63,785	\$ 65,156
	3	\$56,016	\$ 57,220	\$ 58,451	\$ 59,707	\$ 60,991	\$ 62,302	\$ 63,642	\$ 65,010	\$ 66,408
	4	\$57,111	\$ 58,339	\$ 59,593	\$ 60,874	\$ 62,183	\$ 63,520	\$ 64,886	\$ 66,281	\$ 67,706
GSO 9	1	\$58,260	\$ 59,513	\$ 60,792	\$ 62,099	\$ 63,434	\$ 64,798	\$ 66,191	\$ 67,614	\$ 69,068
	2	\$59,357	\$ 60,633	\$ 61,937	\$ 63,268	\$ 64,629	\$ 66,018	\$ 67,438	\$ 68,888	\$ 70,369
	3	\$60,491	\$ 61,792	\$ 63,120	\$ 64,477	\$ 65,863	\$ 67,279	\$ 68,726	\$ 70,204	\$ 71,713
	4	\$61,685	\$ 63,011	\$ 64,366	\$ 65,750	\$ 67,163	\$ 68,607	\$ 70,083	\$ 71,589	\$ 73,128
	5	\$62,974	\$ 64,328	\$ 65,711	\$ 67,124	\$ 68,567	\$ 70,041	\$ 71,547	\$ 73,085	\$ 74,657
	6	\$64,653	\$ 66,043	\$ 67,463	\$ 68,913	\$ 70,395	\$ 71,909	\$ 73,455	\$ 75,034	\$ 76,647
	7	\$66,105	\$ 67,526	\$ 68,978	\$ 70,461	\$ 71,976	\$ 73,523	\$ 75,104	\$ 76,719	\$ 78,368
GSO 10	1	\$67,567	\$ 69,020	\$ 70,504	\$ 72,019	\$ 73,568	\$ 75,150	\$ 76,765	\$ 78,416	\$ 80,102
	2	\$69,620	\$ 71,117	\$ 72,646	\$ 74,208	\$ 75,803	\$ 77,433	\$ 79,098	\$ 80,798	\$ 82,536
	3	\$71,569	\$ 73,108	\$ 74,680	\$ 76,285	\$ 77,925	\$ 79,601	\$ 81,312	\$ 83,060	\$ 84,846
	4	\$73,280	\$ 74,856	\$ 76,465	\$ 78,109	\$ 79,788	\$ 81,504	\$ 83,256	\$ 85,046	\$ 86,875
	5	\$75,511	\$ 77,134	\$ 78,793	\$ 80,487	\$ 82,217	\$ 83,985	\$ 85,791	\$ 87,635	\$ 89,519

Technical Officers	Increment	Current Salary	2.15% Date of Operation	2.15% 6 Months	2.15% 12 months	2.15% 18 Months	2.15% 24 months	2.15% 30 months	2.15% 36 months	2.15% 42 Months
	60%	\$27,416	\$ 28,005	\$ 28,608	\$ 29,223	\$ 29,851	\$ 30,493	\$ 31,148	\$ 31,818	\$ 32,502
	70%	\$31,984	\$ 32,672	\$ 33,374	\$ 34,092	\$ 34,825	\$ 35,573	\$ 36,338	\$ 37,119	\$ 37,918
	81%	\$37,010	\$ 37,806	\$ 38,619	\$ 39,449	\$ 40,297	\$ 41,163	\$ 42,048	\$ 42,952	\$ 43,876
	91%	\$41,578	\$ 42,472	\$ 43,385	\$ 44,318	\$ 45,271	\$ 46,244	\$ 47,238	\$ 48,254	\$ 49,291
TO 1	1	\$45,691	\$ 46,673	\$ 47,677	\$ 48,702	\$ 49,749	\$ 50,819	\$ 51,911	\$ 53,027	\$ 54,167
	2	\$46,513	\$ 47,513	\$ 48,535	\$ 49,578	\$ 50,644	\$ 51,733	\$ 52,845	\$ 53,981	\$ 55,142
	3	\$47,255	\$ 48,271	\$ 49,309	\$ 50,369	\$ 51,452	\$ 52,558	\$ 53,688	\$ 54,842	\$ 56,022
	4	\$48,001	\$ 49,033	\$ 50,087	\$ 51,164	\$ 52,264	\$ 53,388	\$ 54,536	\$ 55,708	\$ 56,906
TO 2	1	\$49,621	\$ 50,688	\$ 51,778	\$ 52,891	\$ 54,028	\$ 55,190	\$ 56,376	\$ 57,588	\$ 58,826
	2	\$51,224	\$ 52,325	\$ 53,450	\$ 54,599	\$ 55,773	\$ 56,973	\$ 58,197	\$ 59,449	\$ 60,727
	3	\$52,516	\$ 53,645	\$ 54,798	\$ 55,977	\$ 57,180	\$ 58,410	\$ 59,665	\$ 60,948	\$ 62,258
	4	\$53,941	\$ 55,101	\$ 56,285	\$ 57,496	\$ 58,732	\$ 59,994	\$ 61,284	\$ 62,602	\$ 63,948
	5	\$55,308	\$ 56,497	\$ 57,712	\$ 58,953	\$ 60,220	\$ 61,515	\$ 62,837	\$ 64,188	\$ 65,568
	6	\$57,111	\$ 58,339	\$ 59,593	\$ 60,874	\$ 62,183	\$ 63,520	\$ 64,886	\$ 66,281	\$ 67,706
TO 3	1	\$58,260	\$ 59,513	\$ 60,792	\$ 62,099	\$ 63,434	\$ 64,798	\$ 66,191	\$ 67,614	\$ 69,068
	2	\$59,632	\$ 60,914	\$ 62,224	\$ 63,562	\$ 64,928	\$ 66,324	\$ 67,750	\$ 69,207	\$ 70,695
	3	\$61,309	\$ 62,627	\$ 63,974	\$ 65,349	\$ 66,754	\$ 68,189	\$ 69,655	\$ 71,153	\$ 72,683
	4	\$62,974	\$ 64,328	\$ 65,711	\$ 67,124	\$ 68,567	\$ 70,041	\$ 71,547	\$ 73,085	\$ 74,657
	5	\$64,653	\$ 66,043	\$ 67,463	\$ 68,913	\$ 70,395	\$ 71,909	\$ 73,455	\$ 75,034	\$ 76,647
	6	\$66,105	\$ 67,526	\$ 68,978	\$ 70,461	\$ 71,976	\$ 73,523	\$ 75,104	\$ 76,719	\$ 78,368
TO 4	1	\$67,567	\$ 69,020	\$ 70,504	\$ 72,019	\$ 73,568	\$ 75,150	\$ 76,765	\$ 78,416	\$ 80,102
	2	\$69,620	\$ 71,117	\$ 72,646	\$ 74,208	\$ 75,803	\$ 77,433	\$ 79,098	\$ 80,798	\$ 82,536
	3	\$71,569	\$ 73,108	\$ 74,680	\$ 76,285	\$ 77,925	\$ 79,601	\$ 81,312	\$ 83,060	\$ 84,846
	4	\$73,280	\$ 74,856	\$ 76,465	\$ 78,109	\$ 79,788	\$ 81,504	\$ 83,256	\$ 85,046	\$ 86,875
	5	\$75,511	\$ 77,134	\$ 78,793	\$ 80,487	\$ 82,217	\$ 83,985	\$ 85,791	\$ 87,635	\$ 89,519
TO 5	1	\$78,708	\$ 80,400	\$ 82,129	\$ 83,895	\$ 85,698	\$ 87,541	\$ 89,423	\$ 91,346	\$ 93,309
	2	\$81,900	\$ 83,661	\$ 85,460	\$ 87,297	\$ 89,174	\$ 91,091	\$ 93,050	\$ 95,050	\$ 97,094
	3	\$84,129	\$ 85,938	\$ 87,785	\$ 89,673	\$ 91,601	\$ 93,570	\$ 95,582	\$ 97,637	\$ 99,736
	4	\$86,817	\$ 88,684	\$ 90,590	\$ 92,538	\$ 94,528	\$ 96,560	\$ 98,636	\$ 100,757	\$ 102,923

TO 6	Base	\$90,517	\$ 92,463	\$ 94,451	\$ 96,482	\$ 98,556	\$ 100,675	\$ 102,840	\$ 105,051	\$ 107,309
	Top	\$112,686	\$ 115,109	\$ 117,584	\$ 120,112	\$ 122,694	\$ 125,332	\$ 128,027	\$ 130,779	\$ 133,591
TO 7	Base	\$99,752	\$ 101,897	\$ 104,087	\$ 106,325	\$ 108,611	\$ 110,946	\$ 113,332	\$ 115,768	\$ 118,257
	Top	\$121,922	\$ 124,543	\$ 127,221	\$ 129,956	\$ 132,750	\$ 135,604	\$ 138,520	\$ 141,498	\$ 144,540

Technology Professional	Increment	Current Salary	2.15% Date of Operation	2.15% 6 Months	2.15% 12 months	2.15% 18 Months	2.15% 24 months	2.15% 30 months	2.15% 36 months	2.15% 42 Months
TP Band 1	1	\$51,852	\$52,967	\$ 54,106	\$55,269	\$56,457	\$57,671	\$58,911	\$60,177	\$61,471
	2	\$57,144	\$58,373	\$59,628	\$60,910	\$62,219	\$63,557	\$64,923	\$66,319	\$67,745
	3	\$59,974	\$61,263	\$62,581	\$63,926	\$65,300	\$66,704	\$68,139	\$69,604	\$71,100
	4	\$62,803	\$64,153	\$65,533	\$66,942	\$68,381	\$69,851	\$71,353	\$72,887	\$74,454
	5	\$65,633	\$67,044	\$68,486	\$69,958	\$71,462	\$72,999	\$74,568	\$76,171	\$77,809
	6	\$68,462	\$69,934	\$71,438	\$ 72,973	\$74,542	\$76,145	\$77,782	\$79,454	\$81,163
	7	\$71,288	\$72,821	\$74,386	\$ 75,986	\$ 77,619	\$79,288	\$80,993	\$82,734	\$84,513
TP Band 2	Min	\$64,501	\$65,888	\$67,304	\$ 68,751	\$70,230	\$71,739	\$73,282	\$74,857	\$76,467
Zone A	Max	\$77,618	\$79,287	\$80,991	\$ 82,733	\$84,512	\$86,329	\$88,185	\$90,081	\$92,017
TP Band 2	Min	\$77,618	\$79,287	\$80,991	\$82,733	\$84,512	\$86,329	\$88,185	\$90,081	\$92,017
Zone B	Max	\$89,109	\$91,025	\$92,982	\$94,981	\$97,023	\$99,109	\$101,240	\$103,417	\$105,640
TP Band 3	Min	\$82,235	\$84,003	\$85,809	\$ 87,654	\$89,539	\$91,464	\$ 93,430	\$95,439	\$97,491
Zone A	Max	\$97,928	\$100,033	\$102,184	\$104,381	\$106,625	\$108,918	\$111,260	\$113,652	\$116,095
TP Band 3	Min	\$97,928	\$100,033	\$102,184	\$104,381	\$106,625	\$108,918	\$111,260	\$113,652	\$116,095
Zone B	Max	\$112,687	\$115,110	\$117,585	\$120,113	\$122,695	\$125,333	\$128,028	\$130,780	\$133,592
TP Band 3	Min	\$112,687	\$115,110	\$117,585	\$120,113	\$122,695	\$125,333	\$128,028	\$130,780	\$133,592
Zone C	Max	\$126,846	\$129,573	\$132,359	\$135,205	\$138,112	\$141,081	\$144,114	\$147,213	\$150,378
TP Band 4	Min	\$102,794	\$105,004	\$107,262	\$109,568	\$111,923	\$114,330	\$ 116,788	\$119,299	\$121,864

SCHEDULE 1: AUSTRALIAN FLIGHT INFORMATION CENTRE (AUSFIC)

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1. RELATIONSHIP TO THE AGREEMENT

- 1.1 This Schedule applies to all employees classified as Flight Information Officers (FIOs) and former Flight Service Officers (FSOs) in the Australian Flight Information Centre (AusFIC).
- 1.2 To the extent that there is any disparity between the provisions of this Schedule and the Agreement, this Schedule will prevail.

2. CONSULTATION ON EMPLOYMENT ISSUES

AusFIC Consultative Council (AusFIC CC)

2.1.1 The AusFIC CC will meet quarterly, or more frequently if required. The AusFIC CC shall consist of union and management representatives and deal with, but not be limited to, matters concerning operations, rostering, training, general staffing, structure, technology, programs and functions, where those matters also pertain to the employment relationship between us.

2.1.2 Airservices will provide the following to facilitate union and employee representatives' attendance at meetings of the AusFIC CC:

(a) *Union attendance*

All reasonable travel and accommodation expenses will be paid.

(b) *Employee attendance*

i. Leave to undertake representation business resulting from an involvement in the above activities will be paid; and

ii. Additional hours for shift-working employees participating in the above activities on their rostered days off will be paid.

2.2 For the purposes of this clause "reasonable travel and accommodation" means a return economy class air fare and accommodation arranged by us.

Local Rostering Committee (LRC)

2.3.1 Airservices will consult with you before the introduction of changed rostering arrangements.

2.3.2 A LRC comprising representatives of management and of the employees affected by the roster/s concerned will be maintained for the purpose of consultation and discussion about base rosters in the context of the hours of work provisions and rostering arrangements under this Schedule.

3. WORKING CONDITIONS

3.1 *Hours of work*

- 3.1.1 As a shift worker, you will be consulted and Airservices will endeavour to accommodate your preferences for working hours considering your personal needs and impact on family and work life. These preferences must fit within the needs of our business, other members of your team and customer expectations.
- 3.1.2 Airservices will ensure that matters concerning fatigue management and equity principles concerning the distribution of shifts are fully considered in the management of shifts.
- 3.1.3 Changes to the provisions contained in this clause may be agreed to resolve operational problems or changed personal circumstances in accordance with the flexibility agreement provisions under this Agreement (refer Clause 1.10). For permanent employees, flexibility agreements may include additional hours shifts with commuted salary.
- 3.1.4 In instances where a proposed change affects the majority of the employees in a workplace, Airservices will consult with the LRC prior to discussions commencing with you and other affected employees.

3.2 *Rostering arrangements*

3.2.1 Definitions

- (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 commencing at midnight.
- (c) *"Three clear days off"*, consists of a minimum of seventy-eight (78) hours including seventy-two (72) hours commencing at midnight.
- (d) *"Quick Change"*, means rostered return to duty after less than fourteen (14) hours time off unless it occurs over a sleeping period.
- (e) *"Sleep Period"*, means the hours between 2300 and 0600 local time.
- (f) *"Night Shift"*, means a shift which includes the hours from 0001 to 0559 local.
- (g) *"Stand-by"*, means a system whereby you are rostered to attend a nominal shift but do not attend unless called upon as relief for absence among actively rostered employees.

3.2.2 Rostered Hours of Duty

- (a) Your total rostered hours of duty will not exceed an average of seventy-four (74) hours per fortnight.
- (b) If a shift hand-over is required this will be undertaken in addition to the total rostered hours (taking into account fatigue management principles) and will not attract an "additional hours" payment.

- (c) The seventy-four (74) total rostered hours will be averaged over the acquittal period for the roster concerned.

3.2.3 Length of Shift

- (a) The length of a shift will not normally exceed eight (8) hours and not be less than six (6) hours.
- (b) Shifts longer than eight (8) hours but not exceeding ten (10) hours may be incorporated into a roster.

3.2.4 Commencement and Cessation of Work

- (a) Rostered shifts will not normally commence or cease between the hours of 0001 and 0600 local.
- (b) Shifts may commence before 0600 local, but not before 0459 local and shifts may be extended beyond 0000 local.

3.2.5 Extension of Rostered Shift

With your consent, a rostered shift may be extended prior to the scheduled commencement time or beyond the nominal finishing time, provided that the total length of the shift worked does not exceed ten (10) hours. Your consent will not be unreasonably withheld.

3.2.6 Consecutive Shifts

- (a) The minimum number of consecutive rostered shifts will be three (3) and the maximum number of consecutive rostered shifts will normally be five (5), but not more than six (6).
- (b) The maximum number of hours that may be rostered in consecutive shifts will be forty eight (48).
- (c) Including additional hours, the maximum number of consecutive shifts worked will be ten (10) and the maximum number of hours worked will be eighty (80).

3.2.7 Time Off

- (a) The minimum duration of a time off period between successive shifts of duty, rostered or worked, will be ten (10) hours, except in the case of recall for additional hours, when the minimum will be eight hours (8).
- (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 hours (40). Two (2) clear days off will be rostered following a run of five (5) consecutive shifts or consecutive shifts totalling more than thirty hours (30).
- (c) 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.

- (d) Rosters will not contain more than seven (7) quick changes in any six (6) week block.

3.2.8 Notification of Rosters

- (a) Rosters are to be posted with at least forty-five (45) days notification.
- (b) Progression through your roster pattern will be in an orderly way and will only be interrupted by your absence on leave.
- (c) In the event that Airservices initiates a change to the published roster which results in changes to the time of your rostered shift, you will be entitled to receive payment at the additional hours rate for that part of the shift which falls outside the hours of the published shift, unless you have been given forty eight (48) hours notice.
- (d) Where you are not given seven (7) days notice of a shift change as outlined above, you are entitled to receive payment at the additional hours rate (refer Clause 3.3), unless Airservices could not reasonably have given seven (7) days' notice of the change.

3.2.9 Breaks

- (a) You will not be required to work a shift without a period of relief from your operational duties.
- (b) In a shift of less than eight (8) hours, you will be entitled to a break(s) totalling twenty (20) minutes. In a shift of eight (8) hours or more, a break(s) totalling one (1) hour will be available.
- (c) Where the break or breaks 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.
- (d) In situations where only single-person staffing is provided or on night shifts, Airservices will monitor the OH&S fatigue management aspects of shift lengths and operational duty requirements for the provision of breaks based on safety and risk assessments.

3.2.10 Stand-by Rosters

- (a) Where Airservices considers it economical to do so, rosters may be drawn so as to include provision for you to be on stand-by for relief in the event of absence of rostered duty.
- (b) When on stand-by you are rostered for a specific shift on the day concerned. Termed the “nominal shift”, the shift shall not commence before 0600 local and shall not be of more than eight (8) hours duration.
- (c) When on stand-by you will not attend for work unless called to do so. You must be available to perform duty for a period representing twice the length of the nominal shift and be “on call” for a period of nine (9) hours or such other period as agreed, provided that you will be stood-down one (1) hour after the commencement of the last shift in the stand-by period. You will be available

to report for duty at the nominated start time or in any event not later than two (2) hours after notification.

- (d) Payment will be made in respect of the nominal shift whether or not you 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.

3.2.11 Mutual Changes of Shift

- (a) Mutual changes of shift between employees are permitted subject to our approval and provided that shifts worked are in accordance with the maximum shift runs, hours worked and time off provisions of these principles.
- (b) Where you elect to mutually change shifts of differing lengths, financial considerations are a matter for you to consider. Airservices will not withhold approval unreasonably.

3.3 *Additional hours*

3.3.1 If you are required to work any additional hours outside your total rostered hours of work you will be paid at the rate of 1.85 for all hours worked. This rate is inclusive of travel time and motor vehicle allowances.

3.3.2 In circumstances where you have ceased work and recalled to duty, you will be paid a minimum of four (4) hours inclusive of travelling time.

3.4 *Time off in lieu (TOIL)*

3.4.1 You may agree to be given time off in lieu of payment for additional hours worked in accordance with this clause, equivalent to the hours worked at the additional hours rate, or as a mixture of payment and time in lieu to the same value.

3.4.2 TOIL, accrued but not taken, will not be paid out on termination.

3.4.3 Wherever possible, TOIL will be provided at a time mutually acceptable to you and your manager, consistent with operational requirements.

3.5 *Rest relief*

3.5.1 If you are required to work additional hours or emergency duty and there is less than eight (8) hours break to your next regular shift commencement time, you will not be required to attend for ordinary duty until you have been absent for eight (8) hours (plus reasonable travelling time). Your pay will not be reduced for the period of such absence.

3.5.2 If you work without eight (8) consecutive hours off duty (plus reasonable travelling time), you will be paid at the rate of 1.85 for all hours worked until the required break is taken.

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

3.6 *Higher duties allowance*

If you are being paid as a former FSO at the date of certification of this Agreement, when performing higher duties you will be paid the applicable FIO base salary if higher than that paid under the FSO structure.

3.7 *On-the-job instructor's allowance (OJTI)*

3.7.1 If you hold a current endorsement or certificate of competency and undertake on-the-job instruction in an operational environment, an allowance equalling 10% of base salary will be paid for the duration of the period you perform the role.

3.7.2 The allowance is paid when you are nominated to instruct employees who are training to achieve an endorsement or certificate of competency in Flight Information Service in an operational environment (including an operational simulator environment).

3.7.3 The allowance is not paid for familiarisation training and if you are a Supervisor.

3.7.4 The allowance is payable in addition to your base salary and is incorporated in the calculation for additional hours.

3.8 *Operational support specialist secondment*

3.8.1 If you are employed in an operational shift-working capacity and are required to hold and maintain a certificate of competency, and you are seconded from your existing FIO classification or function to carry out specialist support duties for a period not exceeding twenty four (24) months, you will continue to receive your base salary as provided for at Attachment 1 to this Schedule.

3.8.2 Should the period of the secondment exceed twenty four (24) months, Airservices will review the arrangement to determine whether continuation is appropriate.

3.8.3 Where continuation of the secondment under these arrangements is not appropriate, you will have the opportunity to return to your operational field duties or to be placed permanently at a level based on the function being performed. In the latter case, an individual contract of employment may be offered to you in accordance with this Agreement.

4. REMUNERATION

4.1 *Salary and classification arrangements*

- 4.1.1 The classification structures and base salary points can be found at Attachment 1 of this Schedule.
- 4.1.2 Your classification within the structure is dependent on achieving and maintaining the required endorsements and/or qualifications to perform the duties of the classification.
- 4.1.3 If you are being paid as a former FSO or FSO Team Leader at the date of certification of this Agreement, you remain entitled to the FSO base salary points at Attachment 1 of this Schedule.
- 4.1.4 Base salaries payable under this Schedule will be applied for all leave purposes.

4.2 *Advancement*

- 4.2.1 Advancement between classification levels will be subject to achieving and maintaining the required endorsements and/or qualifications to perform the duties of the classification, and the outcome of performance reviews.
- 4.2.2 Advancement through the salary points for each classification will be on the basis of at least satisfactory performance (including required endorsements and/or qualifications). If an employee is assessed as performing at least to the standard expected, salary advancement will be approved on achieving the required endorsements and/or qualifications (and subsequent anniversary dates).
- 4.2.3 An additional salary point at the top of the Flight Information Officer and Senior Flight Information Officer classifications will apply to eligible employees in accordance with Clause 4.2.2 of this schedule after 1 July 2010.
- 4.2.4 Airservices has the discretion to defer your progression to the next salary point where your performance is below the standard expected. If this situation occurs, performance and behaviour improvement procedures will be implemented. Salary advancement may be granted if your performance improves to the standard expected during the deferral period.

4.3 *Supervisors and Group Leaders*

- 4.3.1 Appointment or promotion to Supervisor and Group Leader positions will be based on merit in accordance with Clause 5.6.
- 4.3.2 The following salary review arrangements will apply to these classifications:
 - (a) Individual salary will be reviewed annually on the basis of performance assessment.
 - (b) Airservices has the discretion to make a conclusive decision to increase salaries for employees in these classifications with effect from the first full pay period beginning on or after 1 July of each year.

4.4 *Operational and development training*

- 4.4.1 The maintenance of operational skills and competency is a requirement for retaining currency and proficiency standards. To maximise efficiencies and effectiveness of service, you will be expected to obtain additional endorsements as determined by the business.
- 4.4.2 You will also be provided with opportunities to meet your professional development requirements.
- 4.4.3 The development of training programs will take account of approved leave (fourteen (14) month rolling cycle), fatigue management, and rostering arrangements. The maintenance of training programs will be a standing item for consultation at the quarterly AusFIC CC.

4.5 *Individual contracts of employment*

Individual contracts of employment will not be offered to occupants of operational positions classified at or below the Senior Flight Information Officer classification.

5. **RECREATION LEAVE**

5.1 *“Seven day” day/afternoon shift worker*

- 5.1.1 As a “Seven Day” day/afternoon shift worker, you are entitled to five (5) weeks (185 hours) paid recreation leave for each year of service.
- 5.1.2 The rate at which leave accrues is 15.42 hours per month.

5.2 *“Seven day” day/afternoon/night shift worker*

- 5.2.1 As a “Seven Day” day/afternoon/night shift worker, you are entitled to six (6) weeks (222 hours) paid recreation leave for each year of service in recognition of the night shifts regularly worked.
- 5.2.2 The rate at which leave accrues is 18.5 hours per month.

5.3 *Eligibility*

- 5.3.1 If you qualify for recreation leave at either the rate of five (5) or six (6) weeks per annum, retention of that entitlement will be subject to the following:
 - (a) If you are assigned to work on a temporary basis, requiring occasional absence from the operational roster, you will continue to qualify.
 - (b) If you are assigned to specific work requiring removal from the operational roster for a finite period of up to six (6) months, you will continue to qualify.

- (c) If you are seconded to perform specific work requiring removal from the operational roster for an extended period beyond six (6) months and requiring full time involvement, you will no longer qualify.

5.4 *Leave Utilisation*

- 5.4.1 Consistent with OH&S principles and fatigue management initiatives, annual leave is to be acquitted in the year in which it accrues. As a general principle, you will be rostered to take leave equivalent to your accrued leave. On application, Airservices may allow leave to be accrued over a two (2) year period, for specific purposes.
- 5.4.2 An annual leave program will be developed and implemented in consultation with you. Your leave will be allocated in defined blocks with one (1) minimum block of two (2) weeks leave to be taken annually. You must utilise all leave within two (2) years of accrual.
- 5.4.3 If, for operational reasons, your application for leave is not able to be approved within two (2) years of accrual, a maximum period of six (6) months deferral will be provided following which the remaining outstanding leave is to be taken.
- 5.4.4 Development and implementation of the leave program (including long service leave) will be published on a fourteen (14) month rolling cycle for planning purposes. The maintenance of the programs will be a standing item for consultation at the consultative meetings provided for in Clause 2.1 of this Schedule.

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

6.1 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 19 of the Airservices Australia Award 2000 (and its predecessors) 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.

6.2 For the purposes of this Clause:

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 in Table 19A of clause 19 of the *Airservices Australia Award 2000*; 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 flight service or 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.

6.3 Subject to the provisions of clause 6.4, an ERB employee:

- (a) who immediately before their retirement is employed in a classification referred to in Table 19A of clause 19 of the *Airservices Australia Award 2000* or a flight information or operational support 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 flight service or 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 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.

Table

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

6.4 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.

6.5 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.

6.6 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.

6.7 A date of retirement, once notified to Airservices, shall not be delayed by more than three (3) months without our approval.

6.8 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:

Category of ERB Employee (at date of election)	Alternative Benefit
Employees under age 50 years	Fortnightly payments
Employees age 50-60 years	Lump sum

6.9 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.

ATTACHMENT 1: CLASSIFICATION STRUCTURE AND BASE SALARIES

AUSFIC	Endorsement/ qualification	Increment	Current Salary	Commuted Salary @ 1.6 rate	2.15% Date of Operation	2.15% 6 Months	2.15% 12 months	2.15% 18 Months	2.15% 24 months	2.15% 30 months	2.15% 36 months	2.15% 42 Months
FIO Trainee	Theory	1	\$30,277	\$31,623	\$32,303	\$32,997	\$33,706	\$34,431	\$35,171	\$35,928	\$36,700	\$37,489
	OJT	2	\$39,964	\$41,740	\$42,638	\$43,554	\$44,491	\$45,447	\$46,424	\$47,423	\$48,442	\$49,484
FIO 1	1 endorsement	1	\$61,486	\$64,219	\$65,599	\$67,010	\$68,451	\$69,922	\$71,426	\$72,961	\$74,530	\$76,132
		2	\$63,385	\$66,202	\$67,625	\$69,079	\$70,565	\$72,082	\$73,632	\$75,215	\$76,832	\$78,484
		3	\$65,347	\$68,251	\$69,719	\$71,218	\$72,749	\$74,313	\$75,911	\$77,543	\$79,210	\$80,913
		4 (applies after 1/7/2010)					\$73,476	\$75,056	\$76,670	\$78,318	\$80,002	\$81,722
FIO 2	2 endorsements	1	\$72,930	\$76,171	\$77,809	\$79,482	\$81,191	\$82,936	\$84,720	\$86,541	\$88,402	\$90,302
		2	\$77,245	\$80,678	\$82,413	\$84,185	\$85,995	\$87,843	\$89,732	\$91,661	\$93,632	\$95,645
		3	\$80,455	\$84,031	\$85,837	\$87,683	\$89,568	\$91,494	\$93,461	\$95,470	\$97,523	\$99,620
		4 (applies after 1/7/2010)					\$90,464	\$92,409	\$94,396	\$96,425	\$98,498	\$100,616
SFIO	3 endorsements, or 2 endorsements plus: • ATS qualification (excluding OJT) or • recognised external qualification	1	\$82,402	\$86,064	\$87,915	\$89,805	\$91,736	\$93,708	\$95,723	\$97,781	\$99,883	\$102,031
		2	\$84,936	\$88,711	\$90,618	\$92,567	\$94,557	\$96,590	\$98,666	\$100,788	\$102,955	\$105,168
		3	\$86,687	\$90,540	\$92,486	\$94,475	\$96,506	\$98,581	\$100,700	\$102,865	\$105,077	\$107,336
	4 endorsements, or 3 endorsements plus • ATS qualification (excluding OJT)	4	\$89,105	\$93,065	\$95,066	\$97,110	\$99,198	\$101,331	\$103,509	\$105,735	\$108,008	\$110,330

	or • recognised external qualification										
	5	\$91,797	\$95,877	\$97,938	\$100,044	\$102,195	\$104,392	\$106,636	\$108,929	\$111,271	\$113,663
	6 (applies after 1/7/2010)					\$103,217	\$105,436	\$107,703	\$110,018	\$112,384	\$114,800
Specialist Supervisor or Group Leader	Endorsement or qualification as required. (Salary includes reasonable additional hours agreed under flexibility agreements)	\$100,976									
			\$105,464	\$107,731	\$110,048	\$112,414	\$114,830	\$117,299	\$119,821	\$122,397	\$125,029
FSO 3		\$91,797	\$95,877	\$97,938	\$100,044	\$102,195	\$104,392	\$106,636	\$108,929	\$111,271	\$113,663
FSO 4		\$100,976	\$105,464	\$107,731	\$110,048	\$112,414	\$114,830	\$117,299	\$119,821	\$122,397	\$125,029
FSO 5		\$107,435	\$112,210	\$114,622	\$117,087	\$119,604	\$122,176	\$124,802	\$127,486	\$130,227	\$133,026

Note 1: *Endorsements* for the purposes of classification in the FIO structure will be grouped to 'Like Type'

Note 2: Recognised *qualifications* for the purposes of classification within the FIO structure must be business relevant as determined by Airservices.

SCHEDULE 2: TECHNOLOGY AND ASSET SERVICES (TAS)

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1. RELATIONSHIP TO THE AGREEMENT

- 1.1 This Schedule applies to all employees in the Technology and Asset Services Group (TAS).
- 1.2 To the extent that there is any disparity between the provisions of this Schedule and the Agreement, this Schedule will prevail.

2. CONSULTATION ON EMPLOYMENT ISSUES

2.1 *TAS Consultative Council (TAS CC)*

2.1.1 The TAS CC will meet six (6) monthly, or more frequently if required. The TAS CC shall consist of union and management representatives and deal with, but not be limited to, matters concerning rostering, training, structure, technology, programs and functions, where those matters pertain to the employment relationship with us.

2.1.2 Airservices will provide the following to facilitate union and employee representatives' attendance at meetings of the TAS CC:

(a) *Union attendance*

All reasonable travel and accommodation expenses will be paid.

(b) *Employee attendance*

- i. Payment of all reasonable travel, accommodation and incidental expenses;
- ii. Leave to undertake representation business resulting from an involvement in the above activities; and
- iii. Payment of additional hours for shift-working employees participating in the above activities on their rostered days off.

2.1.3 For the purposes of this clause "reasonable travel and accommodation" means a return economy class air fare and accommodation arranged by us.

2.2 *TAS Professional and Technical Committee*

2.2.1 There will be a TAS Professional and Technical Committee ("TPTC") which will meet on a 6 monthly basis. The TPTC will be composed of Union (CEPU, CPSU & APESMA) and management representatives including the General Manager TAS or a senior TAS manager nominated by him or her.

2.2.2 The purpose of the TPTC will be to provide a forum in which issues of a professional and technical nature pertaining to the operations of TAS can be raised and discussed such as professional and technical employee development, training schemes, and the application of broader attraction and retention mechanisms to employees in these streams of work.

2.2.3 In relation to TPTC meetings, Airservices will provide where necessary the following to facilitate the attendance by one employee representative per Union at such a meeting, namely:

- (a) Payment of all reasonable travel, accommodation and incidental expenses;
- (b) Leave to undertake representation business resulting from an involvement in TPTC meetings; and
- (c) Payment of additional hours for shift-working employees participating in TPTC meetings on their rostered days off.

For the purposes of this clause “reasonable travel and accommodation” means a return economy class air fare and accommodation arranged by Airservices.

3. TO/GSO CLASSIFICATION ARRANGEMENTS

3.1 The parties agree to develop and implement a new TO/GSO structure during the life of the agreement. The development of that structure would be subject to:

- (a) the consultation processes contained in the agreement; and
- (b) the condition that there would be no diminution in remuneration or conditions in the translation of the relevant employees from the existing structure to the new structure. Any dispute about this issue would be dealt with under the dispute settlement provisions.

4. WORKING CONDITIONS

4.1 Travel standard

All travel to undertake commercial activities (i.e. non-regulated work) will be economy class unless otherwise agreed.

4.2 Representative allowance

This allowance has been cashed out and no longer applies.

4.3 Trainees or apprentices

The terms of the *National Training Wage Award 2000* (as varied from time to time) will apply to employees engaged as trainees and the relevant provisions under the *Metals, Engineering and Associated Industries Award 1998* (as varied from time to time) will apply to employees engaged as apprentices.

4.4 General Technical Certification Allowance (TO/GSO)

4.4.1 The General Technical Certification Allowance will be payable to TO and GSO employees in TAS who hold a General Technical Certification (GTC TechCert). The allowance will cease to be paid if an employee’s GTC TechCert is suspended or withdrawn.

4.4.2 The allowance will be payable fortnightly from the first pay period on or after the date of operation of this Agreement or the date of achieving a GTC, whichever is the later, at the rate of \$850 per annum.

4.4.3 The allowance will count as an allowance for employer superannuation contribution purposes.

4.4.4 The purpose of the allowance is to recognise the commitment by TO and GSO classification employees to attain and retain a General Technical Certification through the TechCert® program which is designed to ensure that the safety and integrity of the Airways System is upheld, through assessment and periodic monitoring of the knowledge and skills of personnel engaged in the installation, maintenance and certification of elements of the Airways System.

4.5 *Extended Field Trip Allowance*

4.5.1 The Extended Field Trip Allowance will be payable from and including day 8 onwards for TAS employees on extended facilities maintenance and project installation trips away from staffed Facilities Maintenance Services (FMS) locations. For the purpose of determining eligibility for this allowance only, Cocos Island, Maitland, Charleville and Dubbo are not considered staffed FMS locations.

4.5.2 The allowance will be payable for any eligible days from the first pay period on or after the date of operation of this Agreement at the rate of \$15.10 for each twelve hour period or part thereof, for the life of this Agreement.

4.5.3 The purpose of the allowance is to recognise the special commitment to extended (and inhospitable/remote) facilities maintenance and project installation field travel, loss of amenity and some additional incidental costs both during the trip and at the employee's home, arising from extended trip duration.

4.6 *Higher duties allowance*

4.6.1 Subject to the following variations, Clause 4.11.1 of this Agreement applies.

4.6.2 In any calendar year, the first five (5) days (block or cumulative) of higher duties performed will not attract a higher duties allowance.

4.6.3 Once you have accumulated the five (5) days of higher duties in any calendar year, each incidence thereafter will attract a higher duties allowance.

4.7 *Travel expenses*

4.7.1 TAS employees travelling to remote/isolated areas will be able to utilise travel allowance arrangements and will not be required to use travel cards.

4.8 *Flex-time arrangements*

4.8.1 Subject to the following variations, Clause 4.2.3 of this Agreement applies.

4.8.2 As a TAS employee you may accumulate flex-time credits to a maximum of twenty-two (22) hours and twelve (12) minutes unless otherwise agreed with your immediate manager in exceptional circumstances. Debits are discouraged and will be closely monitored.

4.8.3 For TAS employees there are no changes to the approval process for the taking of flex leave, however once every twelve months an employee may take 22 hours and 12 minutes in a single block provided it is used in conjunction with a period of recreation leave.

4.9 *Shift Worker Hours of Work*

4.9.1 Changes to starting and finishing times and shift rotations contained in shift rosters operating as at the date of operation of this Agreement will not be changed without agreement between the majority of the employees directly involved and the manager, unless a safety issue needs to be addressed.

4.9.2 All other shift changes (including where fatigue management, safety of shift coverage requirements identify the need for a change), will be implemented in accordance with the consultation provisions in Clause 3.1 of this Agreement.

5. REMUNERATION

5.1 *Technical Officer (TO) advancement*

If you are employed in a TO1 or TO2 position, Airservices may advance you from a TO1 or TO2 to the next higher classification level, without advertising that higher position, based on our assessment that you are competent to perform the duties of the higher position and that work is available at the higher level.

6. LEARNING AND DEVELOPMENT

6.1 *Professional/technical training*

6.1.1 All Technical Officer practitioners (typically TO2 to TO5) will receive on average five days technical training per year. The five days is a statistical average, such that for a group of practitioners a block of days is available for the group to expend, rather than an allocation of five days per employee.

6.1.2 New equipment training is additional to this provision.

6.1.3 In the first instance, the training will be to cover the current job needs, after which technical training will be provided to attain competencies for the next level.

6.2 *Workplace Assessors*

- 6.2.1 The responsibilities of Workplace Assessors have been formally incorporated into the prescribed duties of selected Technology Professional, Technical Officer and General Service Officer positions.
- 6.2.2 Workplace assessment is one component of an integrated competency recognition and development system. Assessment incorporates the collection of sufficient valid and reliable evidence that demonstrates competence, using approved methodology.
- 6.2.3 Workplace Assessors will be responsible for the formal process of assessing the technical proficiency of FMS employees engaged in such activities.

SCHEDULE 3: EMERGENCY VEHICLE TECHNICIANS (EVT)

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1. ORDINARY HOURS OF WORK

- 1.1 Your manager will consult with you and try to accommodate your preferences for working hours considering your personal needs and impact on family and work life. These preferences must fit within the needs of our business, other members of your team and customer expectations.
- 1.2 Your ordinary hours of work will be thirty seven (37) hours per week, to be worked between the span of 6.00am and 6.00pm, Monday to Friday.

2. CLASSIFICATION ARRANGEMENTS

- 2.1 The classification of your position will be determined after assessment of the established EVT Work Level Descriptors and consideration of the expertise, judgement and accountability requirements of the position. Appointment to the EVT 1-4 classifications will generally be to the first salary point in the relevant salary range. Appointment to a higher salary point in the range may be approved based upon skills, knowledge and experience.
- 2.2 Advancement through the classification structure from EVT 1 to EVT 3 (without advertising) will be subject to achieving and maintaining the required competencies at that level, performing at the required standard and that work is available at the higher level.
- 2.3 Promotion to the EVT 4 classification, including positions attracting responsibility allowance will be subject to a vacancy being available and a merit selection process.
- 2.4 Promotion will be to the next higher salary point in the range of the new classification above your current salary.

3. SALARY ADVANCEMENT & REVIEW

- 3.1 You will be paid at the applicable rates specified in the salary scales at Attachment 1 of this Schedule.
- 3.2 Advancement through the salary points for the EVT1 to EVT 4 classification will be on the basis of annual performance reviews under the Work Performance System. If an employee is assessed as performing at least to the standard expected consistent with the Work Performance System, salary advancement will be approved, with effect from the first full pay period beginning on or after 1 July of each year.
- 3.3 If an employee is performing below the standard expected, Airservices has the discretion to defer advancement and implement performance and behaviour improvement procedures where appropriate. Advancement may be granted where performance improves to the standard expected.

4. RESPONSIBILITY ALLOWANCE

- 4.1 You will be eligible for payment of a Responsibility Allowance if you are employed as an EVT 4 and you are responsible for managing, as part of your usual duties, either one or both of the following:
- a. Emergency Vehicle maintenance at two ARFF units - \$3000 per annum; and/or
 - b. Two (2) to five (5) other EVTs at your permanent location - \$2000 per annum
- 4.2 When you temporarily perform the duties of a position attracting responsibility allowance for periods greater than five (5) days you will be paid a pro rata responsibility allowance for the entire period you are temporarily performing these duties.
- 4.2 Responsibility allowance will cease to be payable if you transfer to a position not responsible for managing two (2) ARFF units and/or two (2)–five (5) staff.

5. TECHNICAL ALLOWANCE

- 5.1 You will be eligible for payment of an allowance of \$850 per annum if you hold an ARCTick Automotive licence from the first pay period on or after the date of operation of this Agreement or the date of achieving an ARCTick Automotive licence, whichever is the later. The allowance will be payable fortnightly.

6. EXTENDED FIELD TRIP ALLOWANCE

- 6.1 The extended Field Trip allowance will be payable from and including day 8 onwards where EVT's are required to take extended trips away from EVT staffed locations to remote locations where there is no permanent EVT presence.
- 6.2 The allowance will be payable for any eligible days from the first pay period on or after the date of operation of this agreement at the rate of \$15.10 for each 12 hour period or part thereof for the life of this agreement.

EVT CLASSIFICATION TRANSLATION TABLE - PRIOR AGREEMENT INTO THIS AGREEMENT

EMERGENCY VEHICLE TECHNICIAN (EVT)		2005-2008 Agreement	
Classification	Work Level Description	Equivalent Pay Scale	Salary @ 01/01/2008
EVT 1 (Apprentice)	Competency: Learn trade skills. Indentured as an apprentice heavy mechanic / diesel fitter to achieve Certificate III ➤ Work on ARFF vehicles / equipment to embed new skills	60%	\$27,416
		70%	\$31,894
		81%	\$37,010
		91%	\$41,578
		TO1.1	\$45,691
		TO1.2	\$46,513
		TO1.3	\$47,255
EVT 2	Competency: Recognised trade qualification ➤ Entry level EVT ➤ Assist qualified EVT's ➤ Perform regular workshop maintenance on ARFF vehicles / equipment ➤ Undertake EVT Technical Competency Training Program	TO2.1	\$49,621
		TO2.2	\$51,224
		TO2.3	\$52,516
		TO2.4	\$53,941
		TO2.5	\$55,308
EVT 3	Competency: EVT 2 plus Successful completion of EVT Technical Competency Training Program ➤ Qualified EVT ➤ Perform regular workshop maintenance on ARFF vehicles / equipment ➤ Able to perform temporary relief at EVT 4 ➤ Undertake managerial / leadership training	TO3.1	\$58,260
		TO3.2	\$59,632
		TO3.3	\$61,309
		TO3.4	\$62,974
		TO3.5	\$64,653
		TO3.6	\$66,105
EVT 4	Competency: EVT 3 plus Successful completion of managerial / leadership training ➤ Perform duties of Workshop Manager	TO4.1	\$67,567
		TO4.2	\$69,620
		TO4.3	\$71,569
		TO4.4	\$73,280
		TO4.5	\$75,511

ATTACHMENT 1: CLASSIFICATION STRUCTURE AND BASE SALARIES

EVT	Increment	Current Salary	2.15% Date of Operation	2.15% 6 Months	2.15% 12 months	2.15% 18 Months	2.15% 24 months	2.15% 30 months	2.15% 36 months	2.15% 42 Months
	60%	\$27,416	\$ 28,005	\$ 28,608	\$ 29,223	\$ 29,851	\$ 30,493	\$ 31,148	\$ 31,818	\$ 32,502
	70%	\$31,984	\$ 32,672	\$ 33,374	\$ 34,092	\$ 34,825	\$ 35,573	\$ 36,338	\$ 37,119	\$ 37,918
	81%	\$37,010	\$ 37,806	\$ 38,619	\$ 39,449	\$ 40,297	\$ 41,163	\$ 42,048	\$ 42,952	\$ 43,876
	91%	\$41,578	\$ 42,472	\$ 43,385	\$ 44,318	\$ 45,271	\$ 46,244	\$ 47,238	\$ 48,254	\$ 49,291
EVT 1	1	\$45,691	\$ 46,673	\$ 47,677	\$ 48,702	\$ 49,749	\$ 50,819	\$ 51,911	\$ 53,027	\$ 54,167
	2	\$46,513	\$ 47,513	\$ 48,535	\$ 49,578	\$ 50,644	\$ 51,733	\$ 52,845	\$ 53,981	\$ 55,142
	3	\$47,255	\$ 48,271	\$ 49,309	\$ 50,369	\$ 51,452	\$ 52,558	\$ 53,688	\$ 54,842	\$ 56,022
	4	\$48,001	\$ 49,033	\$ 50,087	\$ 51,164	\$ 52,264	\$ 53,388	\$ 54,536	\$ 55,708	\$ 56,906
EVT 2	1	\$49,621	\$ 50,688	\$ 51,778	\$ 52,891	\$ 54,028	\$ 55,190	\$ 56,376	\$ 57,588	\$ 58,826
	2	\$51,224	\$ 52,325	\$ 53,450	\$ 54,599	\$ 55,773	\$ 56,973	\$ 58,197	\$ 59,449	\$ 60,727
	3	\$52,516	\$ 53,645	\$ 54,798	\$ 55,977	\$ 57,180	\$ 58,410	\$ 59,665	\$ 60,948	\$ 62,258
	4	\$53,941	\$ 55,101	\$ 56,285	\$ 57,496	\$ 58,732	\$ 59,994	\$ 61,284	\$ 62,602	\$ 63,948
	5	\$55,308	\$ 56,497	\$ 57,712	\$ 58,953	\$ 60,220	\$ 61,515	\$ 62,837	\$ 64,188	\$ 65,568
	6	\$57,111	\$ 58,339	\$ 59,593	\$ 60,874	\$ 62,183	\$ 63,520	\$ 64,886	\$ 66,281	\$ 67,706
EVT 3	1	\$58,260	\$ 59,513	\$ 60,792	\$ 62,099	\$ 63,434	\$ 64,798	\$ 66,191	\$ 67,614	\$ 69,068
	2	\$59,632	\$ 60,914	\$ 62,224	\$ 63,562	\$ 64,928	\$ 66,324	\$ 67,750	\$ 69,207	\$ 70,695
	3	\$61,309	\$ 62,627	\$ 63,974	\$ 65,349	\$ 66,754	\$ 68,189	\$ 69,655	\$ 71,153	\$ 72,683
	4	\$62,974	\$ 64,328	\$ 65,711	\$ 67,124	\$ 68,567	\$ 70,041	\$ 71,547	\$ 73,085	\$ 74,657
	5	\$64,653	\$ 66,043	\$ 67,463	\$ 68,913	\$ 70,395	\$ 71,909	\$ 73,455	\$ 75,034	\$ 76,647
	6	\$66,105	\$ 67,526	\$ 68,978	\$ 70,461	\$ 71,976	\$ 73,523	\$ 75,104	\$ 76,719	\$ 78,368
EVT 4	1	\$67,567	\$ 69,020	\$ 70,504	\$ 72,019	\$ 73,568	\$ 75,150	\$ 76,765	\$ 78,416	\$ 80,102
	2	\$69,620	\$ 71,117	\$ 72,646	\$ 74,208	\$ 75,803	\$ 77,433	\$ 79,098	\$ 80,798	\$ 82,536
	3	\$71,569	\$ 73,108	\$ 74,680	\$ 76,285	\$ 77,925	\$ 79,601	\$ 81,312	\$ 83,060	\$ 84,846
	4	\$73,280	\$ 74,856	\$ 76,465	\$ 78,109	\$ 79,788	\$ 81,504	\$ 83,256	\$ 85,046	\$ 86,875
	5	\$75,511	\$ 77,134	\$ 78,793	\$ 80,487	\$ 82,217	\$ 83,985	\$ 85,791	\$ 87,635	\$ 89,519