



**AIRSERVICES AUSTRALIA
(Air Traffic Control and Supporting Air Traffic
Services) COLLECTIVE AGREEMENT 2009-2012**

Table of Contents

1.	TITLE.....	7
2.	DEFINITIONS	7
3.	COMMENCEMENT AND OPERATION.....	8
4.	APPLICATION AND PARTIES BOUND.....	8
5.	RELATIONSHIP TO THE AWARD.....	8
6.	NO EXTRA CLAIMS	8
7.	AIRSERVICES POLICIES AND PROCEDURES	9
8.	CONSULTATION ON CHANGE	9
9.	CONSULTATIVE BODIES	9
9.1.	National Consultative Council ('NCC').....	9
9.3.	Professional and Technical Committee.....	10
9.5.	Local Consultative Committees	10
9.6.	Local Rostering Representatives.	10
10.	DISPUTES AVOIDANCE AND SETTLEMENT PROCESS.....	11
11.	EMPLOYEE GRIEVANCES - EMPLOYEE GRIEVANCE BOARD	12
12.	FLEXIBILITY AGREEMENTS	14
	<i>Individual Flexibility Agreement</i>	14
	<i>Group Flexibility Agreement</i>	15
13.	EMPLOYMENT DETAILS.....	16
14.	EMPLOYMENT OBLIGATION.....	16
15.	LEGAL REPRESENTATION, INDEMNITY AND RELEASE ARRANGEMENTS.....	17
16.	EMPLOYEE REPRESENTATIVES.....	17
17.	CATEGORIES OF EMPLOYMENT.....	18
(a)	<i>Probationary employment</i>	18
(b)	<i>Permanent full-time employment</i>	18
(c)	<i>Permanent part-time employment</i>	18
(d)	<i>Casual employment</i>	19
(e)	<i>Fixed term employment</i>	19

18.	HOURS OF WORK.....	20
	18.4 <i>Ordinary hours of duty</i>	20
	18.5 <i>Length of shift</i>	20
	18.6 <i>Commencement and cessation of work</i>	21
	18.7 <i>Extension of rostered shift</i>	21
	18.8 <i>Consecutive shifts</i>	21
	18.9 <i>Time off between shifts</i>	21
	18.10 <i>Notification of rosters</i>	22
	18.11 <i>Breaks within shifts</i>	22
	18.12 <i>Breaks from continuous duty</i>	22
	18.13 <i>Stand-by rosters ('Grey Days')</i>	24
	18.14 <i>Mutual changes of shift</i>	24
	18.15 <i>Voluntary On call rostered shift scheme</i>	24
	18.16 <i>Additional Hours</i>	25
	18.17 <i>Penalty Rates: ATCs, FDCs, SSOs & ADTs</i>	25
	18.18 <i>Rest relief</i>	26
	18.19 <i>Time off in lieu</i>	26
	18.20 <i>Emergency Duty- SSO/ADTs</i>	26
	18.21 <i>Public Holiday Penalty</i>	27
	18.22 <i>Operational Support Specialists - Special Conditions</i>	27
19.	TRAVEL STANDARD	27
20.	TRANSFERS.....	28
	20.2. <i>Definitions</i>	28
	20.3. <i>Principles</i>	28
	20.4. <i>Transfer on recruitment or for an employee's convenience</i>	29
	20.5. <i>Temporary transfer entitlements</i>	29
	20.6. <i>Term transfer entitlements</i>	29
	20.7. <i>Permanent transfer entitlements</i>	30
	20.8. <i>Compulsory transfer entitlements</i>	31
21.	REIMBURSEMENT OF EXPENSES.....	37
	21.2. <i>Telephone expenses</i>	37
	21.3. <i>Loss or damage to clothing or personal effects</i>	37
	21.4. <i>Eye tests and spectacles</i>	37
	21.5. <i>Travel expenses</i>	37
	21.6. <i>Overseas travel- short term</i>	39
	21.7. <i>Overseas travel- long term</i>	39
	21.8. <i>Special clothing requirement</i>	39
	21.9. <i>Medical</i>	40
22.	ALLOWANCES.....	40
	22.1. <i>Higher duties</i>	40
	22.2. <i>Additional hours meal</i>	40
	22.3. <i>Motor vehicle</i>	41
	22.4. <i>First aid</i>	41
	22.5. <i>Disturbance</i>	41

22.6.	<i>Water subsidy</i>	42
22.7.	<i>Education reimbursement</i>	42
22.8.	<i>District</i>	42
22.9.	<i>Remote locality leave fares</i>	43
22.10.	<i>Representative</i>	43
22.11.	<i>On-the-job training instructor (OJTI)</i>	44
22.12.	<i>Cairns Entitlement – Special provision</i>	44
23.	TRAINING BOND AGREEMENT	44
24.	STUDY ASSISTANCE	45
25.	SALARY AND CLASSIFICATION ARRANGEMENTS.....	46
26.	WORK PERFORMANCE	47
27.	OPERATIONAL AND DEVELOPMENT TRAINING	47
28.	SELECTION FOR PROMOTION	48
29.	ADVERTISING OF POSITIONS	48
30.	PAYMENT ARRANGEMENTS	48
31.	OVERPAYMENT	48
32.	SALARY SACRIFICE	48
33.	SUPERANNUATION	49
34.	LEAVE ENTITLEMENTS.....	50
35.	CONTINUOUS SERVICE	50
36.	RECREATION LEAVE	50
36.3.	<i>“Monday to Friday” day worker</i>	50
36.4.	<i>“Seven day” day/afternoon shift worker</i>	50
36.5.	<i>“Seven day” day/afternoon/night shift worker</i>	51
36.6.	<i>Eligibility</i>	51
36.7.	<i>Leave utilisation</i>	51
36.8.	<i>Remote locality additional leave</i>	51
36.9.	<i>Reimbursement of Costs on Recall to Duty from Leave or Cancellation of Leave</i>	52
37.	PERSONAL LEAVE AND SPECIAL LEAVE – ATC.....	52
37.1.	<i>Sick Leave</i>	52
37.21.	<i>Special Leave</i>	54
37.22.	<i>Carers Leave</i>	54
37.23.	<i>Unpaid Carers’ leave</i>	54

38.	PERSONAL LEAVE- EMPLOYEES OTHER THAN ATCs	54
39.	JURY SERVICE LEAVE	55
40.	EMERGENCY SERVICE LEAVE.....	55
41.	DEFENCE SERVICE LEAVE	55
42.	BEREAVEMENT/COMPASSIONATE LEAVE.....	56
43.	LEAVE WITHOUT PAY AND PURCHASED ADDITIONAL LEAVE.....	56
43.1.	<i>Leave Without Pay</i>	56
43.2.	<i>Purchased Additional Leave</i>	56
44.	PARENTAL LEAVE.....	57
	<i>Maternity leave</i>	57
	<i>Adoption leave</i>	58
	<i>Paternity (Supporting Partner) leave</i>	58
45.	LONG SERVICE LEAVE.....	58
46.	SPECIAL CIRCUMSTANCES LEAVE.....	59
47.	PERSONAL ILLNESS DURING PAID LEAVE.....	59
48.	PUBLIC HOLIDAYS	59
49.	PERFORMANCE, CONDUCT, TERMINATION OF EMPLOYMENT	59
49.2.	<i>Informal Process</i>	60
49.4.	<i>Formal Process</i>	60
50.	STAND DOWN.....	61
51.	NOTICE OF TERMINATION REQUIREMENTS	61
52.	ABANDONMENT OF EMPLOYMENT.....	62
53.	SUBSIDIARIES	62
54.	REDEPLOYMENT AND REDUNDANCY	63
54.13.	<i>Benefits</i>	65
54.14.	<i>Salary maintenance on reduction of classification</i>	65
54.15.	<i>Other entitlements</i>	65
54.16.	<i>Support services</i>	66
54.17.	<i>Retraining</i>	66
55.	FITNESS FOR CONTINUED DUTY.....	67

56.	LOSS OF ESSENTIAL QUALIFICATION (LOEQ).....	68
57.	EARLY RETIREMENT BENEFIT.....	69
	SIGNATORIES.....	72
	ATTACHMENT 1 - CLASSIFICATION AND BASE SALARY TABLES	73
	ATTACHMENT 2 - CLASSIFICATION TRANSLATION TABLES	77

1. TITLE

This Agreement will be known as the *Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Collective Agreement 2009 – 2012*.

2. DEFINITIONS

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

“Act”, means the *Workplace Relations Act 1996* as amended from time to time and includes any subsequent legislation which may replace the Act.

“Agreement”, means this collective agreement.

“Airservices” means *Airservices Australia*.

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

“AIRC”, means the *Australian Industrial Relations Commission* or any successor body that is conferred with the same or similar functions.

“ATC”, means *Air Traffic Controller*.

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

“ATS”, means *air traffic services*.

“Award”, means the *Airservices Australia Award 2000* or any Award, which replaces or supersedes that Award.

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

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

“Domestic Partner”, means someone who lives with an employee in a domestic partnership, and includes an employee’s spouse.

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

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

“Immediate Family”, means:

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

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

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

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

“Prior Agreement”, means the Airservices Australia Certified Agreement 2005-2008 (Air Traffic Control and Supporting Air Traffic Services).

“SSO”, means Simulator Support Officer.

“Union”, means The Civil Air Operations Officers’ Association of Australia.

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

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

3. COMMENCEMENT AND OPERATION

3.1. In accordance with section 347(1)(b) of the Act, this agreement begins to operate on the seventh day after the date of issue specified in the notice given by the Workplace Authority Director under section 346M(1) of the Act.

3.2. The nominal expiry date of this agreement shall be the date which is three years and 6 months after the date that this agreement begins to operate.

4. APPLICATION AND PARTIES BOUND

4.1. This Agreement is between:

(a) Airservices;

(b) The Union; and

(c) All employees who are employed by Airservices:

(i) in any of the classifications referred to in Attachment 1 or in a position of a like or similar kind by whatever title called;

(ii) in any other position in which the employee is required to hold and exercise the responsibilities/privileges of an air traffic control licence except any employee employed in the position described as ‘ATC Line Manager’ or any position that is above that position; and

(iii) in those classifications and positions in any new locations, new projects and new activities.

5. RELATIONSHIP TO THE AWARD

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

6. NO EXTRA CLAIMS

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

6.2. 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.

7. AIRSERVICES POLICIES AND PROCEDURES

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

8. CONSULTATION ON CHANGE

- 8.1. Airservices will consult employees and their union representatives about the introduction of changes that have an impact on employees covered by this agreement before a final decision is made to adopt a particular proposal and implement the change. Changes that will be regarded as having an impact on employees covered by this agreement will include, but will not be limited to, changes of a structural or technological nature, changes in the deployment or methods of operation of employees covered by this agreement and any changes that are likely to lead to the redundancy of positions held by employees covered by this agreement.
- 8.2. The purpose of that consultation will be to give employees and their union representatives a genuine opportunity to express their views about changes that are under consideration and have them taken into account, and to allow them to contribute to proposals for the introduction of the change before a final decision is made to adopt a particular proposal and implement the change. Thorough and reasonable consideration will be given to proposals and options put forward and responses will be provided.
- 8.3. The parties will endeavour to reach agreement on issues raised in the course of consultation.
- 8.4. The consultation will include the provision by Airservices of all relevant information regarding the change which is under consideration. If Airservices does not wish to provide particular information that is relevant because it maintains that it is confidential or commercially sensitive or does not wish to provide such information except on certain terms, it will indicate this and discussions will take place about that matter. If despite discussions about the matter, the matter remains unresolved, the dispute can be dealt through the dispute settlement process that is set out in this Agreement.
- 8.5. 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.
- 8.6. 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.

9. CONSULTATIVE BODIES

- 9.1. There will be a **National Consultative Council** ('NCC'). The NCC will meet twice in each calendar year, or more frequently if required. The NCC shall consist of 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.

9.2. 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 Airservices.

9.3. There will be a **Professional and Technical Committee ('P&TC')** which will meet three times a year or more frequently if required. The P&TC will be composed of Union and employee representatives, management representatives including the General Manager, Air Traffic Control or a senior ATC manager nominated by him or her. The P&TC will be a forum in which professional and technical matters are canvassed and discussed.

9.4. In relation to P&TC meetings, Airservices will provide the following to facilitate employee representatives' attendance:

- (a) Payment of all reasonable travel, accommodation and incidental expenses;
- (b) Leave to undertake representation business resulting from an involvement in P&TC meetings;
- (c) Payment of additional hours for shift-working employees participating in P&TC meetings 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 Airservices.

9.5. There will be **Local Consultative Committees ('LCCs')** which will meet as and when required. An LCC shall consist of Union, employee and management representatives and deal with matters relating to local operational and workplace matters, including matters such as training, general staffing matters and workplace environment where those matters pertain to the employment relationship.

9.6. There will be **Local Rostering Representatives ('LRRs')** nominated by employees covered by the roster concerned. In any case where Airservices intends to effect a change to existing base roster arrangements, it will develop and provide to the relevant LRRs three or more alternative base rosters for consideration. Airservices will consult with LRRs in relation to those or any other local alternatives presented that meet operational objectives; taking into account and seeking to reach agreement about issues that are raised in relation to them, and in implementing a change abide by any preference expressed by LRRs as between roster alternatives. Further, where in any case the implementation of a particular roster is required to be supported by a Group Flexibility Agreement, the LRRs will also be consulted about the Group Flexibility Agreement.

10. DISPUTES AVOIDANCE AND SETTLEMENT PROCESS

- 10.1. 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.
 - (c) At any time during this process employees may choose to be represented by the Union or another employee.
 - (d) If the matter cannot be resolved by following the process outlined above, then any of the parties to the dispute may apply to the AIRC to have the dispute subject to a process of conciliation, or such other alternative dispute resolution process which the parties agree is appropriate and which the AIRC can conduct under the Act.
 - (e) Any dispute referred to the AIRC under this clause shall be dealt with by a member agreed by the parties at the time or, in default of an agreement, by a member nominated by either the head of the relevant Panel or the President of the Commission.
 - (f) If conciliation (or such other alternative dispute resolution process as has been conducted by agreement of the parties) is not successful in resolving the dispute, or if the parties agree that they wish the AIRC to settle the dispute without recourse to conciliation or another alternative dispute resolution process, the AIRC can arbitrate the dispute and finally determine the matter. In the case of arbitration, the decision of the AIRC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench of the AIRC.
 - (g) 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.
 - (h) While a concern or dispute is being dealt with, work will continue as normal being the status quo save for any bona fide safety concerns.

11. EMPLOYEE GRIEVANCES - EMPLOYEE GRIEVANCE BOARD

- 11.1. There will be an Employee Grievance Board ('EGB') established for the purpose of providing an avenue of independent review in relation to certain individual employee grievances. The constitution, jurisdiction, powers, procedures and other matters relating to the EGB are set out below. The provisions also contain an explanation of the type of conduct that constitutes workplace harassment and discrimination
- 11.2. The EGB will be constituted by:
- (a) An independent chairperson agreed by Airservices and the Union;
 - (b) An employee nominated by Airservices; and
 - (c) An employee representative appointed after consultation with the employee pursuing the grievance.
- 11.3. The EGB will have power to determine grievances of individual employees regarding their treatment in the workplace or in their employment (for example, but not limited to, decisions regarding discipline or performance management, leave allocation or transfer, additional hours work and to the extent referred to below, selection for promotion), and grievances regarding harassment or discrimination in the workplace or in employment. For the removal of any doubt, a grievance can relate to a failure or omission to make a decision as well as to a decision.
- 11.4. The EGB will not be entitled to determine a grievance where the subject of the grievance concerns or requires (as the case may be):
- (a) The termination of employment.
 - (b) A consideration of or relates to the application of the provisions of this agreement or to award provisions or standards unless clause 11.17 applies or it is otherwise expressly stated in this Agreement.
 - (c) A consideration of or relates to the application of the provisions of legislation or regulations.
 - (d) Business matters such as the purchase, disposition or maintenance of assets or property.
- 11.5. Grievances of the kind that can be dealt with by the EGB shall be first addressed through internal review processes.
- 11.6. If an employee is dissatisfied with the outcome reached through following internal review processes, they may lodge a written grievance regarding that matter with the EGB. Such grievances must be lodged within 21 days of the date the employee is notified of the outcome of the internal review process. The period of 21 days may only be extended if Airservices consents to it being extended or the EGB decides that considerations of fairness warrant an extension.
- 11.7. The EGB will determine grievances as soon as practicable after they have been lodged.
- 11.8. The EGB will determine grievances by reference to principles of fairness and the substantial merits taking into account such matters that it considers relevant, including where relevant the operation of any policies.
- 11.9. The EGB:
- (a) Will act impartially. The nominee of Airservices and the employee representative who are members of the EGB will exercise their own independent judgment and shall not be subject to any direction from their nominators.
 - (b) Will give the parties an adequate opportunity to present their respective cases either in writing or orally or by a combination of both, as the EGB considers appropriate;
 - (c) May otherwise adopt the procedures that it thinks are appropriate to the proper determination of the grievance;
 - (d) May inform itself as it thinks fit.

- 11.10. Matters of procedure shall be determined by the Chairperson in consultation with the other members of the EGB.
- 11.11. In determining a grievance, the EGB may do any of the following:
- (a) Dismiss the grievance and confirm the decision that is subject to the grievance;
 - (b) Uphold the grievance in whole or part and revoke the decision that is subject to the grievance in whole or part;
 - (c) Modify the decision that is subject to the grievance;
 - (d) Direct that the decision or part of it be reconsidered by Airservices having regard to the reasons of the EGB.
- 11.12. The members of the EGB will endeavour to reach a unanimous determination. If unanimity is not possible, the Chairperson of the EGB will be entitled to make the determination.
- 11.13. A determination of the EGB is binding on and only on Airservices and the employee in relation to the grievance concerned and is not to be treated as determinative of any other grievance. Determinations of the EGB will be final and not subject to any appeal.
- 11.14. The EGB will give written reasons for its determination. The Chairperson of the EGB will formulate those reasons in consultation with the other members of the EGB. If a member of the EGB does not agree with the determination they may have that recorded in the determination and may provide dissenting reasons to accompany the determination.
- 11.15. Both Airservices and the employee who has lodged the grievance will co-operate with the EGB in terms of the provision of information sought by it and in achieving the determination of a grievance as soon as practicable after it has been lodged.
- 11.16. If an employee concerned in this process so chooses, they may be assisted or represented in the process by an 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.
- 11.17. 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 that prescribed for SY TTCU; and
 - (ii) is that the decision was not determined by a proper assessment of the relative efficiency of the employee lodging the grievance and the successful employee.
- 11.18. For the purposes of the determination of a grievance of the kind referred to in clause 11.17(b)(ii), the question of the relative efficiency of employees shall be regarded by the EGB as entailing an assessment of the relative abilities, qualifications, experience, standard of work performance and personal qualities of the relevant candidates in relation to the position concerned.
- 11.19. If Airservices considers that the EGB is not entitled to determine a particular grievance because the decision that is subject to it is a decision referred to in cl.11.4, it will request the EGB to rule on that matter and the EGB will rule on that matter once it is satisfied that it has sufficient information upon which to do so.
- 11.20. If at any time during the process of dealing with the grievance, the EGB considers that a grievance lacks substance, is trivial or is vexatious, it can dismiss the grievance.
- 11.21. Unless otherwise agreed by 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.

- 11.22. 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.
- 11.23. An employee who has lodged a grievance and an employee who is assisting or representing them in relation to that grievance shall be released from duty in order to participate in any hearing convened by the EGB for the purpose of determining the grievance. Such employees will give notice to their Manager of their need to be released from duty for that purpose as soon as they are notified of the date of the hearing concerned.
- 11.24. If the hearing of a grievance occurs on a rostered day off, the employee who has lodged a grievance and the employee (if any) who is assisting or representing them in relation to that grievance will be permitted to negotiate time off in lieu in the two months following the hearing.
- 11.25. Airservices will meet the following costs, where required to facilitate attendance at a hearing:
- (a) Employee Nominee/union officer on EGB: Return economy class airfare and reasonable accommodation expenses arranged and paid for by Airservices
 - (b) Employee who has lodged a grievance: Reasonable travel, accommodation and incidental expenses.

12. FLEXIBILITY AGREEMENTS

- 12.1. This provision permits two types of flexibility agreements to be made, namely:
- (a) An **Individual Flexibility Agreement** under which Airservices and an individual employee may agree to vary the application of certain terms of this collective agreement to meet the genuine 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 can agree to vary the application of certain terms of this collective agreement to meet the particular needs of the employer and the group of employees concerned.
- 12.2. Disputes in relation to the application of this clause or in relation to the operation of an Individual Flexibility Agreement or a Group Flexibility Agreement may be dealt with under the Dispute Avoidance and Settlement clause of this Agreement.

Individual Flexibility Agreement

- 12.3. An Individual Flexibility Agreement may vary the application of terms in this agreement that deal with arrangements for when work is performed including hours of work, starting times, shift lengths and breaks.
- 12.4. An Individual Flexibility Agreement must:
- (a) be made genuinely without coercion or duress;
 - (b) result in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if no Individual Flexibility Agreement were agreed.
- 12.5. An employee may choose to be represented by the Union or other person in discussions on proposed Individual Flexibility Agreements. Union representation does not mean the consent of the Union is required for the making of an Individual Flexibility Agreement.
- 12.6. An Individual Flexibility Agreement must also be in writing, name the parties to the agreement and be signed by Airservices and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian) and specify:

- (a) the particular terms of this Agreement the operation of which Airservices and the individual employee have agreed to vary;
 - (b) the nature of the varied arrangements proposed and how they will operate;
 - (c) how the agreement results in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if the Individual Flexibility Agreement were not made; and
 - (d) the period for which the agreement will operate.
- 12.7. Airservices must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 12.8. An Individual Flexibility Agreement may be terminated:
- (a) by Airservices or the employee giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between Airservices and the employee.

Group Flexibility Agreement

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

- (ii) over a period of no less than 7 days conduct a vote of the employees in the relevant employee group about whether or not they want to make the Group Flexibility Agreement;
 - (iii) at the beginning of the voting period inform employees in the relevant employee group by way of e-mail and, if they are absent from the workplace during the period of the vote, also by telephone message, of the conduct of the vote and the final day and time for casting a vote.
- (d) If a two-thirds majority of the employees in the relevant employee group at the time, vote in favour of making the Group Flexibility Agreement, it will be regarded as having been made and it will operate according to its terms in respect of all employees who are or who become members of the relevant employee group during the period of its operation. The relevant employee group may nominate a union representative to oversee the conduct of the vote.
- 12.12. Once it is ascertained, the outcome of the vote will be notified to the employees in the relevant employee group and to the Union and if the Group Flexibility Agreement has been made, it will be posted on the Airservices intranet, a copy provided to the Union and it will be kept as a time and wages record.
- 12.13. An employee in respect of whom a Group Flexibility Agreement operates can terminate its operation in relation to them by the provision of 45 days written notice to Airservices. Airservices in relation to one or more of the members of the group of employees, in respect of whom a Group Flexibility Agreement operates, can terminate its operation by the provision of 45 days written notice to the employee or employees concerned. If the employee concerned so requests, the Union will be provided with a copy of any notice of termination provided under this clause.

13. EMPLOYMENT DETAILS

- 13.1. Employees who are engaged on or after the date this agreement commences to operate will be notified in writing of their category of employment, classification, current workplace location/s and their salary. An employee may request Airservices to provide them with written notification of their current category of employment, classification, workplace location/s and salary, and in that case Airservices will provide them with that written notification as soon as practicable.
- 13.2. Where a change is made to an employee's category of employment, classification, workplace location/s or salary, the employee will be advised in writing.

14. EMPLOYMENT OBLIGATION

An employee shall have the obligation to comply with lawful and reasonable instructions given to them by Airservices.

15. LEGAL REPRESENTATION, INDEMNITY AND RELEASE ARRANGEMENTS

- 15.1. Airservices will indemnify and release employees against all claims and demands made against them by any person (including by Airservices, employees of Airservices, customers of Airservices and legal personal representatives) where the claim or demand is made as a result of injury or loss to a person or property as a result of the employee's negligence or alleged negligence in performing an employee's duties in the course of employment except where such injury or loss was caused wilfully by the employee or was caused by gross dereliction of duty on the part of the employee.
- 15.2. Under the indemnity provided by this clause, Airservices will provide legal counsel and defend an employee and an employee's estate in any legal action arising in connection with the performance of an employee's duties, and indemnify an employee and hold an employee harmless from any judgment resulting from such legal actions.
- 15.3. In a case where an employee considers that they do not want to take advantage of the legal representation provided under clause 15.2, but rather wants to receive separate legal advice and/or representation, Airservices will give consideration, having regard to the circumstances of the case overall, to the payment of legal costs incurred in respect of that legal advice or representation or part thereof.
- 15.4. After consideration of Airservices' operational requirements, Airservices will release an employee from duty without loss of pay to act as a witness for a time sufficient to prepare and for appearances before:
 - (a) A Coroner's inquest;
 - (b) Royal Commission; or
 - (c) Any other inquiry where it is alleged an employee or group of employees were negligent in performing their duties in the course of their employment.

16. EMPLOYEE REPRESENTATIVES

- 16.1. For the purposes of this clause "Employee representative", means an employee who is elected by employees in the workplace or appointed by the union to represent the views of employees in the workplace.
- 16.2. The Union or the relevant employees (as applicable) will advise Airservices as soon as practicable, in writing, of employee representatives that have been elected or appointed.
- 16.3. Airservices accepts that the role and activities of employee representatives are, when requested by employees, to provide support and/or representation (as appropriate) of employee interests before management concerning their employment under this Agreement.
- 16.4. Access to paid time away from duty may be requested for purposes connected to the proper performance of the role including attendance at training programs on such matters as consultative processes and effective representation, provided that such training programs are not conducted by a trade union. The grant of such requests will be subject to operational requirements but will not be unreasonably refused.
- 16.5. Reasonable use of facilities for the performance of the role of representative of employees such as use of a computer, printer, telephone, video conference, facsimile, e-mail and meeting rooms will be provided. 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.

- 16.6. Attendance at meetings which do not have NCC, LCC or P&TC status, or their associated sub-committees, will 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. Release to attend such meetings will not be unreasonably withheld.
- 16.7. It is 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 of People and Change or their authorised delegate.

17. CATEGORIES OF EMPLOYMENT

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

(a) *Probationary employment:*

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

(b) *Permanent full-time employment:*

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

(c) *Permanent part-time employment:*

- (i) Employment on the basis that the employee works for Airservices on a permanent basis for less than the ordinary hours of work prescribed for a permanent full-time employee.
- (ii) A permanent part time employee will receive, on a pro-rata basis, equivalent pay and conditions to a permanent full-time employee of the same classification, unless otherwise specified under this Agreement.
- (iii) Before commencing, the employee and Airservices will record their agreement in writing to the following in relation to the employee's employment:
 - A. The ordinary hours to be worked;
 - B. The days to be worked; and
 - C. The commencing and finishing times for the work.
- (iv) Airservices and Civil Air support part time employment and will work to give access to part time employment to accommodate employees' ability to balance their inside and outside of work responsibilities and in order to promote the retention of older shift workers who may wish to reduce their hours.
- (v) A request from an employee to work part-time, who is a parent or who has caring responsibilities, will be approved as long as there are not significant operational reasons not to do this.

(vi) In addition to the above an employee who is a parent or who has a responsibility for the care, of a child under school age may request the employer for 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:*

Employment on the basis that the employee is not a permanent employee and that:

- a) the employee's hours of work and employment are irregular and intermittent, subject to the employee's availability to work and Airservices' need for the employee's services;
- b) there is no obligation on Airservices to provide an employee work;
- c) each engagement is a separate period of employment with the employee employed by the hour with wages accruing from day to day and paid fortnightly;
- d) the rate of pay being based on the relevant hourly rate applying to a permanent full-time employee at the same classification, plus a loading of 25%; and
- e) the employee is 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:*

Employment on the basis that the employee is employed by Airservices for a fixed period of time for the purpose of a specific task, or project, as agreed between an employee and Airservices in writing and that:

- (i) Any such engagement is subject to the termination of employment provisions of this Agreement;
- (ii) If the employee is continuously employed for more than 12 months, including roll-over or consecutive fixed term engagements, an employee will be entitled to be permanently appointed at the appropriate level of the classification structure for which the employee was employed under the employee's last fixed term engagement. (This does not apply to fixed term employment on a discrete project for a finite period greater than 12 months with no further employment prospect on completion);
- (iii) The employee's fixed term employment will count as service, if an employee is permanently appointed at the conclusion of the employee's fixed term engagement;
- (iv) The employee will receive on a pro-rata basis equivalent pay and conditions to a permanent full-time employee of the same classification, unless otherwise specified under this Agreement.

18. HOURS OF WORK

18.1. An employee will be consulted and Airservices will endeavour to accommodate an employee's preferences for working hours considering an employee's personal needs and impact on family and work life. These preferences must fit within the needs of Airservices' business and other members of an employee's group.

18.2. Airservices will ensure that matters concerning fatigue management and equity principles are fully considered in the management of shifts.

18.3. *Definitions*

In these provisions:

- (a) "One clear day off", consists of a minimum of thirty (30) hours including twenty-four (24) hours time off duty commencing at midnight.
- (b) "Two clear days off", consists of a minimum of fifty-four (54) hours including forty-eight (48) hours time off duty commencing at midnight.
- (c) "Three clear days off", consists of a minimum of seventy-eight (78) hours including seventy-two (72) hours time off duty commencing at midnight.
- (d) "Quick Change", means rostered return to duty after less than fourteen (14) hours time off unless it includes the total sleep period.
- (e) "Sleep Period", means the hours between 2300 and 0600 local time.
- (f) "Night Shift", means a shift which includes the hours from 0001 to 0559 local time.

18.4. *Ordinary hours of duty*

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

18.5. *Length of shift*

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

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

18.6. *Commencement and cessation of work*

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

18.7. *Extension of rostered shift*

- (a) With an employee's 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.
- (b) An employee's consent will not be unreasonably withheld.

18.8. *Consecutive shifts*

- (a) The minimum number of consecutive rostered shifts will be three (3) and the maximum number of consecutive rostered shifts will be five (5). In instances where it is agreed that the number of consecutive rostered shifts is six (6), the maximum number of hours that may be rostered will be forty eight (48).
- (b) Including additional hours or emergency duty, the maximum number of consecutive shifts worked will be ten (10). Further, the maximum number of hours worked continuously in consecutive shifts will be eighty (80).

18.9. *Time off between shifts*

- (a) To provide flexibility in rostering whilst maintaining suitable OH&S protection for employees, the following will apply.
- (b) The minimum duration of a time off period between successive shifts of duty, rostered or worked, shall be:

Shift Length (hours)	Break between (hours)
8 or less	10
8.5	10.5
9	11
9.5	11.5
10	12

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

- (c) 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).
- (d) In each twenty-eight (28) day period, measured with reference to the commencement of the roster cycle concerned, a minimum of eight (8) days off will be rostered, including a minimum of two (2) clear days off on at least two (2) occasions.
- (e) Rosters will not contain more than seven (7) quick changes in any six (6) week period, measured continuously.

18.10. Notification of rosters

- (a) Rosters shall be posted with at least forty-five (45) days notification.
- (b) An employee will progress through the roster pattern in an orderly way and an employee's progress will only be interrupted by an employee's absence on leave.
- (c) In the event that Airservices initiates a change to a published roster which results in changes to the time of an employee's rostered shift, that employee will be entitled to receive payment at the additional duty rate for that portion of the shift that falls outside the original rostered hours of duty, unless an employee has been given 48 hours notice.
- (d) Where an employee is not given seven (7) days notice of a shift change, an employee is entitled to receive payment at the additional hours rate (refer clause 18.17(a)), unless Airservices could not reasonably have given seven (7) days' notice of the change.

18.11. Breaks within shifts

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

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

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

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

18.12. Breaks from continuous duty

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



- (d) Any extension of the period of which the break is taken must not compromise safety.

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

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

18.14. *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 an employee elects to mutually change shifts of differing lengths Airservices will not withhold approval unreasonably. Financial considerations, including shift allowances, and acquittal are a matter for an employee to consider in deciding to mutually change shifts.

18.15. *Voluntary On call rostered shift scheme*

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

- (h) If a participant informs Airservices that they are not able to perform a shift which they have been allocated under a scheme for other than genuine emergency reasons, or during a scheme on a second occasion for any reason, their participation in the scheme will cease. Airservices will be entitled to deduct from their pay an amount equivalent to the amount paid in advance referable to the shift missed and subsequent allocated shifts under the scheme.

18.16. *Additional Hours*

- (a) An employee has an obligation to work a reasonable amount of additional hours where it is necessary to meet operational requirements. This obligation is subject to the provisions in the remainder of this clause.
- (b) If, having regard to the matters set out in (i) to (v) below, it would be unreasonable for an employee to work the additional hours, the employee does not have an obligation to work those hours:
- (i) any risk to the employee's health and safety;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace;
 - (iv) the notice given by Airservices of the requirement to work the additional hours and any notice the employee has given about their availability or unavailability to perform additional hours work in a particular period;
 - (v) any other relevant matter.
- (c) If an employee is asked to work additional hours and after considering the matters mentioned in clause 18.16 (b)(i)-(v), the employee concludes that it would be unreasonable for them to work those additional hours, they may decline to work those hours and they will not be required to work those particular hours. In that event, Airservices is entitled to ask the employee to provide the reason or reasons for their conclusion and if Airservices wish to dispute whether the refusal is justified under this clause it can do so, in which case the dispute will be dealt with in accordance with the disputes avoidance and settlement provisions of this Agreement.

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

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

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

18.18. *Rest relief*

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

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

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

18.19. *Time off in lieu*

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

18.20. *Emergency Duty: SSO/ADTs*

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

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

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

18.21. *Public Holiday Penalty*

- (a) If an employee is required to perform ordinary duty on a public holiday (refer Clause 48), payment will be determined by multiplying the hours worked by 1.97 using an employee's hourly rate.
- (b) If an employee is not required to perform ordinary duty on a public holiday (refer Clause 48) and are on an employee's rostered day off, an employee will be paid a penalty of 0.79 for the hours an employee would have normally been rostered to work, or credited time off in lieu on an hour for hour basis (refer Clause 18.19).

18.22. *Operational Support Specialists - Special Conditions*

- (a) If an employee is employed in an operational shift-working capacity and is required to hold and maintain a licence/rating or certificate of competency, and they are seconded to carry out specialist support duties for a period not exceeding 24 months, for the period of the secondment the employee will continue to receive the base salary they would receive in their operational position as provided in Attachment 1. If an employee is a licensed and rated ATC Instructor and they are appointed on secondment as the leader of a team of ATC instructors, the employee will receive the salary for a supervisor at the location of an employee's permanent employment, or the CSS/SS salary, whichever is the higher.
- (b) Should the period of such secondment exceed 24 months, Airservices will review the arrangement to determine whether continuation of the secondment is appropriate. If the secondment continues, the employee will continue to receive for the period of continuation of secondment the base salary they would receive in their operational position as provided in Attachment 1.
- (c) Where the secondment is not continued, the employee will have the opportunity to return to an employee's operational position or to be appointed permanently to a position in the area to which they had been seconded (or an area related to it) at a classification level appropriate to their skills and experience under the industrial instrument that regulates employment conditions pertaining to that position or if there is no such instrument, under individual contract conditions.
- (d) The parties agree that either may initiate negotiations for a collective agreement which will regulate the employment conditions of Operational Support Specialists who are permanently employed in a non-operational role either under the preceding sub-clause or through a process of recruitment.

19. TRAVEL STANDARD

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

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

20. TRANSFERS

20.1. An employee will have opportunities to transfer between locations to cater for circumstances where placements may occur as a result of redeployment, consolidation of functions, individuals returning from a secondment, mutual exchanges, compassionate transfers and other employee movements such as a selection exercise or promotion.

20.2. *Definitions*

In this clause:

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

"*Dependant*", for the purposes of transfer entitlements, is an employee's domestic partner or child who normally resides with an employee, and who moves with an employee or to join an employee. Consideration will be given to other dependants depending on the circumstances of the dependence.

"*Headquarters/usual station*", means the place where an employee regularly attend work.

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

"*Home location*", means an employee's usual work and living locality.

"*Most direct route*", means the shortest route as specified by the state road service associations or the route with the lowest travel cost.

"*Permanent transfer*", means an employee's new location becomes an employee's home location on transfer.

"*Temporary transfer*", means an employee take up duties temporarily away from an employee's home location for a period not expected to exceed 12 months, and the transfer is not a term transfer.

"*Term transfer*", means Airservices require an employee to take up duty for a period of one (1) to two (2) years at a designated term transfer location.

20.3. *Principles*

- (a) An air traffic controller is generally transferable for the purposes of term and permanent transfers. An employee may be transferred to any position at level for the reasons of operational efficiency, development of the employee, equal opportunity and for compassionate reasons.
- (b) Travel and transportation costs incurred by an employee and an employee's dependants on transfer (unless arranged for an employee's convenience) or promotion will be met by Airservices.
- (c) An employee will be given as much notice as possible of the date of transfer and of the completion date of the transfer if appropriate.
- (d) Designated term transfer locations are Alice Springs or any other location designated by Airservices from time to time.
- (e) Term transfers will be progressed with a minimum of three (3) months notice and transfer periods greater than two (2) years or extensions of term transfers requires an employee's agreement.

- (f) The basic principle Airservices will use in the application of these provisions is that an employee will be recompensed for expenses reasonably and actually incurred in fulfilling Airservices' requirements.

20.4. *Transfer on recruitment or for an employee's convenience*

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

20.5. *Temporary transfer entitlements*

If an employee is required to temporarily transfer, an employee and an employee's dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs will be paid for the period of transfer;
- (b) Reunion fares every three months or where agreed, more frequently;
- (c) For the first 21 days, travelling allowance (refer Clause 21.5) or reasonable accommodation, meals and incidental expenses charged to an employee's travel card will be paid;
- (d) After 21 days at one location reasonable expenses above those of the home location will be met in accordance with Tables 1 and 2;
- (e) Where an employee 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 a 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 an employee is receiving rent from an employee's 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 (refer Clause 22.8) as specified in this Agreement applies;
- (i) Education assistance as specified in this Agreement applies (refer Clause 22.7);
- (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.

20.6. *Term transfer entitlements*

If an employee is required to term transfer, an employee and an employee's dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for an employee and an employee's dependants;
- (b) Removal of an employee's household effects, including an employee's car and household pets with other items moved at our discretion;
- (c) Storage costs will be paid for the duration of an employee's 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 weeks;

- (e) The cost of a pre-transfer visit by an employee and an employee's 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) An employee 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 an employee have dependants an employee will contribute the first \$97 per week, or \$69 per week if an employee is without dependants. Subject to circumstances at the home location, this contribution may be waived;
- (h) If a bond is required under a lease agreement, Airservices will advance the bond to a maximum of four (4) weeks rent, which will be recovered from an employee's salary over a one (1) year period (if the lease is terminated, any outstanding bond will be recovered immediately);
- (i) Disturbance allowance (refer Clause 22.5) as specified in this Agreement may be paid;
- (j) Other reasonable costs will be reimbursed on production of receipts;
- (k) District allowance (refer Clause 22.8), remote locality leave fares (refer Clause 22.9) or water subsidy (refer Clause 22.6) as specified in this Agreement may be payable;
- (l) Education assistance as specified in this Agreement applies (refer Clause 22.7). Assistance for children in other than years 11 and 12 may also be approved at our discretion;
- (m) If an employee is on term transfer, fares reimbursement in respect of an employee's dependent 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 (refer Clause 22.7);
- (n) Fares and assistance with travel costs for compassionate purposes, or if emergency medical and treatment are unavailable in the duty location.

20.7. *Permanent transfer entitlements*

If an employee is required to permanently transfer, an employee and an employee's dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for an employee and an employee's dependants;
- (b) Removal and storage of an employee's household effects, including an employee's 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 an employee and an employee's 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 (eg 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 an employee owned or Were buying a home at the pre-transfer location, an employee 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 an employee have dependants an employee will contribute the first \$97 per week, or \$69 per week if an employee is without dependants. Subject to circumstances at the home location, this contribution may be waived;
- (h) If a bond is required under a lease agreement, Airservices will advance the bond to a maximum of four (4) weeks rent, which will be recovered from an employee's 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 (refer Clause 22.5) as specified in this Agreement will be paid;
- (l) Other reasonable costs will be reimbursed on production of receipts;
- (m) District allowance (refer Clause 22.8), remote locality leave fares (refer Clause 22.9) or water subsidy (refer Clause 22.6) as specified in this Agreement may be payable;
- (n) Education assistance as specified in this Agreement applies (refer Clause 22.7). Assistance for children in other than years 11 and 12 may also be approved at our discretion.

20.8. *Compulsory transfer entitlements*

If an employee is required to compulsorily transfer, an employee and an employee's dependants will be recompensed for reasonable expenses incurred in accordance with permanent transfer entitlements (refer Clause 20.7) plus:

- (a) Adequate notice of relocation (generally 12 months) and the opportunity to accept transfer during final six (6) months;
- (b) One three (3) day familiarisation visit for an employee and an employee's dependants to the cost of standard economy airfares, with paid time generally limited to one (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 Separately	Allow up to \$21 per half day	Nil	Nil
5. Food purchased for preparation of meals	N/A	Nil	Nil
6. Incidentals	\$24 per week	\$24 per week	\$24 per week

An employee is 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>minus</i> any reduction in boarding costs at home location	Rent# paid plus elec/gas <i>minus</i> any reduction in board at home location	Accommodation paid <i>minus</i> board at home location	Rent# paid <i>minus</i> reduction in board at home location
<i>Additions**</i>				
4. Meals Purchased Separately	Allow up to \$21 per half day	Allow reasonable costs up to maximum of \$222 per week	Allow up to: \$21 per half day and half rate for child under 10 years	Nil
5. Food purchased for preparation of meals	N/A	Allow reasonable costs subject to maximum of \$222 per week	N/A	Nil
6. Incidentals	\$49 per week	\$49 per week	Nil	Nil

- # An employee is 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 <i>minus</i> 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 <i>minus</i> employee contribution*
<i>Additions**</i>				
(a) Meals purchased separately	Allow cost of meals up to \$21 per half day	Allow cost of meals to a maximum of \$222 per week <i>minus</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>minus</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 <i>minus</i> 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 <i>minus</i> employee contribution*
Boards	Accommodation paid <i>minus</i> 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 <i>minus</i> employee contribution*
<i>Additions**</i>				
(a) Meals purchased separately	Allow cost of meals up to \$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>minus</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>minus</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>minus</i> reduction in board at pre-transfer locality (up to 3 weeks)#	Accommodation costs <i>minus</i> reduction in board at pre-transfer locality (up to 3 weeks)#	Rent paid <i>minus</i> reduction in board at pre transfer locality (up to 3 weeks) then 'like to like' provisions apply@
<i>Additions**</i>				
(a) Meals purchased separately	Allow cost of meals up to \$21 per half day	Allow cost of meals to a max of \$222 per week <i>minus</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>minus</i> meals purchased or included in tariff	Allow reasonable costs subject to max of \$222 per week <i>minus</i> meals purchased or included in tariff	Allow reasonable costs subject to max of \$222 per week <i>minus</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.

21. REIMBURSEMENT OF EXPENSES

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

21.2. *Telephone expenses*

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

21.3. *Loss or damage to clothing or personal effects*

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

21.4. *Eye tests and spectacles*

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

- (a) \$112 for single focus spectacles; or
- (b) \$203 for multi focal spectacles; or
- (c) \$400 for progressive lens spectacles,

21.5. *Travel expenses*

- (a) If an employee is a frequent domestic traveller (i.e. more than six (6) trips per annum), an employee may be issued with a corporate credit card to charge reasonable living costs while absent from an employee's home location on official business. When issued with a corporate credit card an employee will not be entitled to travelling allowance (TA).
- (b) If an employee have not been issued with a corporate credit card an employee is entitled to TA as prescribed in this clause.
- (c) Where the prescribed rate of TA does not cover reasonable living costs, Airservices may pay an additional allowance for reasonable excess costs, where considered justified.
- (d) Where meals and accommodation are provided on official travel away from an employee's home location an employee is only entitled to an incidentals allowance of \$10 per half day or part thereof.
- (e) If an employee travel away from an employee's home location for more than ten (10) hours on official business and an overnight absence is not involved an employee will be paid TA at the rate of \$49.
- (f) Where meals are not provided when travelling away from an employee's home location overnight an employee will be paid TA at the rate of \$49 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 an employee's home location.
- (h) In calculating the absence for the purpose of TA when travelling by air transport, one (1) hour is to be allowed for travel to the airport on departure from an employee's home location and from the airport on return. This total of two (2) hours will apply in all cases.
- (i) An allowance for accommodation will be paid to an employee when absent from an employee's home location on official business overnight in accordance with the following rates*:

Rates for Capital Cities	\$	Rates for Medium Cost	\$
---------------------------------	-----------	------------------------------	-----------



		Country Centres as listed below	106.00
<i>Sydney</i>	183.00	<u>New South Wales</u>	
<i>Melbourne</i>	162.00	<i>Maitland</i>	
<i>Brisbane</i>	198.00	<i>Wagga Wagga</i>	
<i>Canberra</i>	133.00	<i>Broken Hill</i>	
<i>Adelaide</i>	145.00	<i>Orange</i>	
<i>Darwin</i>	159.00	<i>Griffith</i>	
<i>Hobart</i>	117.00		
<i>Perth</i>	148.00	<u>Queensland</u>	
Rates for High Cost Country Centres as listed below	\$	<i>Cairns</i>	
		<u>South Australia</u>	
<i>Broome</i>	173.00	<i>Marla</i>	
<i>Christmas Island</i>	125.00	<i>Wilpena</i>	
<i>Cocos(Keeling)Island</i>	110.00		
<i>Dampier</i>	158.50	<u>Western Australia</u>	
<i>Exmouth</i>	173.50	<i>Northam</i>	
<i>Gold Coast</i>	135.00	<i>Derby</i>	
<i>Halls Creek</i>	132.00	<i>Carnavon</i>	
<i>Horn Island</i>	139.00		
<i>Jabiru</i>	190.00	<u>Tasmania</u>	
<i>Kalgoorlie</i>	116.50	<i>Devonport</i>	
<i>Karratha</i>	243.50	<i>Launceston</i>	
<i>Kununurra</i>	147.00	<i>Burnie</i>	
<i>Port Hedland</i>	247.00		
<i>Paraburdoo</i>	89.00	<u>Northern Territory</u>	
<i>Thursday Island</i>	180.00	<i>Katherine</i>	
<i>Tom Price</i>	89.00	<i>Alice Springs</i>	
<i>Newcastle</i>	116.50		
<i>Newman</i>	150.00		
<i>Norfolk Island</i>	108.00		
<i>Nhulunbuy</i>	89.00		
<i>Weipa</i>	138.00		
<i>Wollongong</i>	106.00		
<i>Yulara</i>	313.00		
		Rate for Other Country Centres	89.00

*The rates specified in the table above correspond to the accommodation rates specified by the Australian Taxation Office in Table 1 of *Taxation Determination 2008/18* (which relates to reasonable amounts for domestic travel expenses for the income year 2008-2009). If during the operation of this Agreement, the accommodation rates specified in Table 1 are altered by any further Determination made by the Australian Taxation Office, the rates that are payable according to the above table shall be adjusted accordingly as from 1 January of the year following the making of that further Determination.

21.6. *Overseas travel- short term*

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

21.7. *Overseas travel- long term*

- (a) If an employee is on a long-term overseas posting Airservices will reimburse reasonable expenses incurred.
- (b) An employee and an employee's family are entitled to assistance applying to short term travel while travelling to take up a posting.
- (c) Reasonable expenses will be individually negotiated to take account of issues such as taxation in the posting country and will be met through corporate credit card and cash advance. Reasonable expenses may include:
 - (i) Accommodation and utilities;
 - (ii) Furniture removal and storage;
 - (iii) Excess baggage;
 - (iv) Reunion/compassionate leave fares;
 - (v) Child reunion supplement; and
 - (vi) Child education assistance.
- (d) The following costs will also be met for an employee and an employee's dependants:
 - (i) Inoculations necessary for the country of posting;
 - (ii) Medical and dental examinations before and after posting;
 - (iii) Medical and dental expenses above the cost of treatment in Airservices; 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 Airservices.

21.8. *Special clothing requirement*

If an employee is required temporarily to visit a locality with a greatly different climate from an employee's home location, Airservices will reimburse an employee up to \$155 annually for the purchase of suitable clothing on production of receipts.

21.9. *Medical*

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

22. ALLOWANCES

22.1. *Higher duties*

- (b) An employee is eligible for the payment of higher duties allowance when an employee temporarily performs duties at a higher classification.
- (c) When performing the duties of a higher position, an employee will be paid at the classification level pertaining to the higher position. The minimum quantum of payment will be one complete shift.
- (d) When an employee temporarily performs the duties of a classification for which the conditions of service differ from the conditions of service of an employee's usual classification, an employee will be subject to the conditions of the higher classification.
- (e) Where an employee is not required to perform the full duties of the higher classification, Airservices may agree to an appropriate part performance allowance.
- (f) An employee exercising the Shift Manager/Sydney Traffic Manager endorsement shall be paid at the salary point of Supervisor at location (UTS/CSS/SS/SY Supervisor) as described in Attachment 1.
- (g) If an employee is granted leave with pay while receiving higher duties allowance, an employee will continue to receive the allowance as if an employee would have continued to perform the duties, provided that where the leave is half pay leave, the payment of the allowance will be made on a pro rata basis.

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

22.3. *Motor vehicle*

- (a) When an employee is authorised to use their own private motor vehicle for official purposes and an employee is required to pay an additional fee for the registration and/or insurance premium, the excess fee(s) will be reimbursed on production of receipts.
- (b) An employee is entitled to an allowance at the rate specified in the following table if required to use their 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
more than 2600cc	more than 1300cc	73 cents
more than 1600cc but not more than 2600cc	more than 800cc but not more than 1300cc	67 cents
1600cc or less	800cc or less	59 cents

- (c) If an employee normally uses public transport to travel to work and such transport is affected by industrial action, and in using an employee's private motor vehicle an employee transports fellow employee(s) whose normal transport is also affected by industrial action, an employee will be paid an additional allowance of 0.86 cents per kilometre for the distance over which any passengers are carried. There will be no deduction made for normal expenditure on fares.
- (d) When an employee is required to use their private motor vehicle for official business, and an employee is 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, an employee will also be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

22.4. *First aid*

- (a) If an employee hold a first aid qualification such as a certificate from St John's Ambulance or similar body, and have been authorised by Airservices to render first aid in the workplace, an employee will be paid a First Aid Allowance.
- (b) Payments made will be payable during personal, recreation, paid maternity and long service leave, but are not payable in respect of termination payments.
- (c) The rate of allowance payable will be in accordance with the level of qualification held as follows:
 - (i) Certificate of the St John Ambulance Association or Certificate of the Red Cross Society, Standard "A" or equivalent qualification: \$8 per week;
 - (ii) Advanced First Aid Certificate (previously known as Certificate Re-examination) of the St. John Ambulance Association, Certificate of the Red Cross Society, Standard "B" or equivalent qualification: \$10 per week; or
 - (iii) Medallion of the St. John Ambulance Association, Certificate of the Australian Red Cross Society, Standard "C" or equivalent qualification: \$12 per week.

22.5. *Disturbance*

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

- (a) Employee accompanied by dependants \$1023
- (b) plus for each dependent child who moves with the employee \$197
- (c) Employee without dependants \$488

22.6. *Water subsidy*

If an employee is located at Alice Springs and is in receipt of a rental subsidy an employee 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 580 kilolitres.

22.7. *Education reimbursement*

- (a) Education reimbursement allowance is payable where an employee is transferred to a location and an employee’s dependent child either remains at school at the home location, or commences school at the new location before an employee and an employee’s family’s arrival (i.e. to commence the school term or year). The child must be completing the final two (2) years of secondary education (i.e. years 11 and/or 12) to be eligible for assistance.
- (b) The allowance covers reimbursement of tuition fees, board and lodging costs which are additional to costs that would be incurred if an employee had not transferred. The maximum level of assistance is \$9226 for tuition fees, and \$7691 for board and lodging, and all claims for education assistance will be assessed by Airservices and determined on grounds of reasonableness.
- (c) If an employee is on a term transfer (refer Clause 0) air fares reimbursement in respect of a dependent child attending school away from the term transfer location is payable in the absence of any State or Territory scheme. The entitlement consists of two (2) return air fares in any one (1) year, in addition to any leave fare entitlement.

22.8. *District*

- (a) If an employee is required by Airservices to transfer from an employee’s home location to live and work at a remote locality, an employee is eligible for payment of the district allowance in accordance with the table below.
- (b) The rate of payment varies, depending upon whether an employee has dependants. To be eligible for the Column 1 district allowance, an employee’s dependant must not be in receipt of an income of more than \$28,367 per annum.
- (c) Where an employee and an employee’s domestic partner are employed full-time by Airservices at a district location, each will receive his/her individual district allowance at the ‘without dependant’ rate. Other eligible dependants will be accounted for only once.
- (d) If an employee is a permanent part-time employee an employee will receive a pro-rata rate.

Location	<i>Column 1</i> District Allowance Rate- Employees with eligible dependents \$	<i>Column 2</i> District Allowance Rate- Employee without eligible dependents \$
<i>Alice Springs</i>	3813	2075
<i>Proserpine (Hamilton Island)</i>	1574	795
<i>Cairns (refer clause 22.12)</i>	1574	795

22.9. Remote locality leave fares

- (a) An employee and an employee’s dependants, who are transferred permanently or on term transfer, are eligible for reimbursement of annual or biennial leave fares to the nearest capital city in accordance with Column 1 of the table below and the child/student rate will be the amount set by the airline. To be eligible, when on permanent transfer, an employee’s dependants must not receive an income of more than \$28,367 per annum.
- (b) An employee may elect to have an employee’s entitlement, including an employee’s dependant’s entitlement, commuted to a fortnightly payment in accordance with Column 2 of the table below.
- (c) If an employee elect to have the actual fares reimbursed an employee will receive actual costs up to the standard economy class airfare at the time of travel. When an employee 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 an employee or an employee’s eligible dependants.
- (e) If an employee is an eligible permanent part-time employee an employee will receive a pro-rata rate.

Location	<i>Column 1</i> Leave fare (net) applicable for eligible adult \$	<i>Column 2</i> Leave fare (cash grossed up to top marginal income tax rate) \$
<i>Alice Springs</i>	1095 (a)	2126 (a)
<i>Proserpine (Hamilton Island)</i>	486 (b)	944 (b)
<i>Cairns (refer clause 22.12)</i>	584 (b)	1134 (b)

(a) Indicates that the location attracts an annual leave fare

(b) Indicates that the location attracts a leave fare every two years

22.10. Representative

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

Location	Amount Per Annum \$
<i>Category 1</i>	1632
<i>Category 2</i>	3929
<i>Category 3</i>	4693

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

22.11. *On-the-job training instructor (OJTI)*

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

22.12. *Cairns Entitlement – Special provision*

- (a) The entitlements prescribed in this Agreement in relation to Cairns will be payable to employees currently located in Cairns, and to employees who are appointed or transferred to Cairns during the operation of the Agreement. It is agreed that no claim will be made at any future time by Airservices to remove entitlements from such employees or by Civil Air to increase the level of such entitlements.
- (b) Employees appointed to Cairns post the nominal expiry date of the Agreement will not be eligible for payment of remote locality entitlements based on the removal of Cairns as a designated location according to criteria determined by the Australian Taxation Office.

23. TRAINING BOND AGREEMENT

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

- 23.4. Any dispute about a training bond agreement may be dealt with under the Employee Grievance Board provisions of this Agreement.

24. STUDY ASSISTANCE

24.1. *Definitions*

In this clause:

"*Institution*", means universities, technical and further education institutes as defined under the Higher Education Funding Act 1988.

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

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

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

24.2. An employee may apply for study assistance on the basis of:

- (a) The value of the course to an employee's work and/or Airservices;
- (b) An employee's career development needs;
- (c) Recommendation by an employee's manager considering operational needs;
- (d) Equity and Diversity principles;
- (e) Previous approval/s for the course of study; and
- (f) Providing papers etc for distribution if requested.

24.3. If an employee undertakes a course of study approved by Airservices, the following on campus study leave may be provided:

- (a) Up to five (5) hours per week for activities not available outside normal office hours;
- (b) Travelling time of up to three (3) hours per week;
- (c) Attendance and travel to and from examinations;
- (d) If an employee is a permanent part-time employee an employee is entitled to pro rata study leave; and
- (e) Except in the case of examination leave, Airservices may refuse an employee's release from duty as a last resort, if work commitments dictate.

24.4. If an employee undertakes a course of study approved by Airservices which involves off campus study the following leave may be provided:

- (a) Attendance, travel to and from required residential courses; and
- (b) Three (3) hours per week for study, research, exam preparation.

24.5. Subject to our approval, leave without pay for up to three (3) consecutive years may be available for full time study. Such leave would count as service for Long Service Leave, personal leave and incremental advancement, subject to resuming duty after leave.

24.6. If an employee undertake a course of study approved by Airservices the following financial assistance may be provided upon substantiation to Airservices of such expenses:

- (a) Any Higher Education Contribution Scheme (HECS) or Higher Education Loan Program fee; compulsory tuition and examination fees will be reimbursed subject to successful completion of study units (with pro rata reimbursement if not all subjects were passed); and

- (b) If an employee is asked/directed to attend a short course, the related costs will be paid (excluding books).

25. SALARY AND CLASSIFICATION ARRANGEMENTS

- 25.1. The classification structures applicable to employees employed as ATC, SSO, ADT, and FDC employees respectively (including those classified at a supervisor level), are set out in Attachment 1 of this Agreement, together with the base salary of employees in each of those classifications and the date from which those base salaries are payable by Airservices.
- 25.2. The basis upon which the classifications contained in Attachment 1 of the Prior Agreement translate into the classification structure contained in Attachment 1 of this Agreement is set out in Attachment 2 of this Agreement entitled 'Classification Translation Table-Prior Agreement into this Agreement'.
- 25.3. If this Agreement begins to operate on a date after this Agreement is executed by the Union ('the execution date'), the amount of salary which is due to each employee covered by this Agreement in relation to the period from the execution date to the date on which this Agreement begins to operate will be incorporated in the first or the second fortnightly pay which is made after this Agreement begins to operate.
- 25.4. Once they have reached level 1 in the classification structure, an ATC employee shall progress through to each next higher level in the classification structure on the basis of one classification level per year up to level 9 or, in the case of an ATC employed at Sydney Airport, the classification Sydney TTCU, provided that their performance in the prior 12 months is assessed by Airservices as satisfactory. If an employee's performance is not assessed as at least satisfactory the employee's progression to the next higher classification level will be deferred until such time as their performance is assessed as satisfactory.
- 25.5. An FDC employee shall progress through each next higher level in the classification structure applicable to FDCs on the basis of one classification level per year up to level 6 provided that their performance in the prior 12 months is assessed by Airservices as satisfactory. If an employee's performance is not assessed as at least satisfactory the employee's progression to the next higher classification level will be deferred until such time as their performance is assessed as satisfactory.
- 25.6. An ADT employee shall progress through each next higher level in the classification structure applicable to ADTs on the basis of one classification level per year up to level 2 provided that their performance in the prior 12 months is assessed by Airservices as satisfactory. If an employee's performance is not assessed as at least satisfactory the employee's progression to the next higher classification level will be deferred until such time as their performance is assessed as satisfactory.
- 25.7. An SSO employee shall progress through each next higher level in the classification structure applicable to SSOs on the basis of one classification level per year up to level 5 or 6 as applicable (see table in Attachment 1) provided that their performance in the prior 12 months is assessed by Airservices as satisfactory. If an employee's performance is not assessed as at least satisfactory the employee's progression to the next higher classification level will be deferred until such time as their performance is assessed as satisfactory. Progress to levels above level 6 of the SSO classification structure shall be by appointment.

- 25.8. Airservices will make an annual assessment of each employee's performance. This shall occur 12 months from:
- initial rating or achievement of qualification (as applicable); or
 - last annual review; or
 - the date of accelerated progression.
- 25.9. If no such assessment has been made by 1 month past the applicable date, the employee's performance will be deemed to be satisfactory and they will progress to the next classification level. This progression will be based on the date defined in clause 25.8 (a) to (c).
- 25.10. Any dispute as to an assessment of the employee's performance for the purposes of this clause can be dealt with in accordance with the disputes avoidance and settlement provisions of this Agreement.
- 25.11. Apart from progression of an employee to a higher classification level under the previous sub-clauses, Airservices at any time may determine in its absolute discretion to advance an employee to any higher classification level effective from a date it determines. Under these circumstances, the date of effect of the (accelerated) advancement becomes the new increment date.

26. WORK PERFORMANCE

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

27. OPERATIONAL AND DEVELOPMENT TRAINING

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

28. SELECTION FOR PROMOTION

- 28.1. Airservices will ensure that positions covered by this agreement to which employees may be promoted are advertised and that selection decisions with respect to those positions 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.
- 28.2. 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.
- 28.3. Where an employee has been selected for promotion, Airservices will use its best endeavours to give effect to the promotion having regard to operational requirements.

29. ADVERTISING OF POSITIONS

The parties to this Agreement recognise that experience and work in different positions makes a substantial contribution to the career development and progress of an employee. In order to support the career and progress of employees it is recognised that, although the presence of a vacancy in a particular position will not constitute a promotional opportunity (e.g. vacancies in ATC levels 1-9) and therefore not be subject to the operation of clause 28, it is desirable that the positions be advertised unless there are sound reasons not to do so, recognising that Airservices may need to transfer staff at level and location for operational requirements.

30. PAYMENT ARRANGEMENTS

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

31. OVERPAYMENT

- 31.1. Any overpayment of an entitlement to an employee under this Agreement is repayable provided it is reasonable to do so, as soon as practicable, subject to reasonable arrangements being agreed between the employee and Airservices.
- 31.2. Any overpayment made to an employee by Airservices, if not repaid prior to termination, will be deducted from the employee's final monies owing provided it is reasonable to do so.

32. SALARY SACRIFICE

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

33. SUPERANNUATION

- 33.1. If an employee is a member of AvSuper's Defined Benefit Division, the Commonwealth Superannuation Scheme (CSS), or the Public Sector Superannuation Scheme (PSS), their superannuation arrangements will continue in accordance with the relevant Trust Deed or legislation.
- 33.2. Unless the employee has selected another eligible choice fund, and that fund becomes their chosen fund in accordance with clause 33.4, the fund into which Airservices will make employer contributions at the level prescribed in clause 33.3 will be:
- (a) The Accumulation Division of AvSuper if the employee was already an employee who is a member of that fund at the time this Agreement began to operate.
 - (b) The Accumulation Division of AvSuper if an employee becomes an employee after this Agreement begins to operate.
- 33.3. The level of employer contributions that Airservices will make to the Accumulation Division of AvSuper, or the eligible choice fund the employee has chosen in accordance with clause 33.4, will be the higher of:
- (a) 12.5% of the employee's base salary (refer to Attachment 1), plus the following allowances (as appropriate):
 - (i) Shift allowance;
 - (ii) Representative allowance;
 - (iii) Public holiday penalties;
 - (iv) First aid allowance; and
 - (v) Higher duties allowance;
 - (vi) OJTI allowance and payments; or
 - (b) the applicable minimum superannuation contribution under the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 33.4. Unless the employee is a member of the CSS or PSS, the employee may select another eligible choice fund to be their chosen fund in accordance with the Choice of Fund Rules. However, an eligible choice fund selected by an employee will only become their chosen fund (and, as a result, Airservices will only be required to contribute to it for the employee) if:
- (a) it is an eligible choice fund at the time the employee selects it;
 - (b) Airservices can make contributions to it on the employee's behalf at the time the employee selects it without the need for Airservices to do anything more (for example, without having to apply to participate in the fund); and
 - (c) it becomes the employee's chosen fund within the meaning of the Choice of Fund Rules.
- 33.5. 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.

34. LEAVE ENTITLEMENTS

- 34.1. Excluding sick leave for ATC, for the purposes of this Part, a leave day represents the hours an employee would have normally worked, if leave was not taken.
- 34.2. Unless otherwise provided for, all paid leave will be paid at an employee's base salary rate as contained in attachment 1.

35. CONTINUOUS SERVICE

35.1. The following leave counts as service for all purposes under this Agreement:

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

36. RECREATION LEAVE

- 36.1. Depending on an employee's recreation leave entitlement, an employee must take a minimum of the days held in excess of the following accrual credit within three (3) months, or Airservices may direct an employee to take leave:
- 288 hours ("*Monday to Friday*" day worker);
 - 360 hours ("*Seven day*" day/afternoon shift worker); or
 - 432 hours ("*Seven day*" day/afternoon/night shift worker).
- 36.2. In the case of recreation leave accrued but not taken, Airservices will pay out such leave on termination of employment.
- 36.3. "*Monday to Friday*" day worker
- (a) As a "Monday to Friday" day worker (36 hour week), an employee is entitled to 144 hours paid recreation leave for each year of service.
 - (b) The rate at which leave accrues is 12 hours per month.
- 36.4. "*Seven day*" day/afternoon shift worker
- (a) As a "Seven Day" day/afternoon shift worker, an employee is entitled to 180 hours paid recreation leave for each year of service.
 - (b) The rate at which leave accrues is 15 hours per month.

36.5. *“Seven day” day/afternoon/night shift worker*

- (a) For the purposes of this entitlement, an employee is a day/afternoon/night shift worker if an employee work rotating shifts and non-standard hours, and are liable and are called upon to work such shifts on a twenty four (24) hour a day and seven (7) day a week basis.
- (b) As a “Seven Day” day/afternoon/night shift worker, an employee is entitled to 216 hours paid recreation leave for each year of service in recognition of the night shifts regularly worked.
- (c) The rate at which leave accrues is 18 hours per month.

36.6. *Eligibility*

If an employee qualifies for recreation leave at either the rate defined in clauses 36.4or 36.5 above, retention of that entitlement will be subject to the following:

- (a) If an employee is assigned to work on a temporary basis, requiring occasional absence from the operational roster, an employee will continue to qualify.
- (b) If an employee is assigned to specific work requiring removal from the operational roster for a finite period of up to six (6) months, an employee will continue to qualify.
- (c) If an employee is seconded to perform specific work requiring removal from the operational roster for an extended period beyond six (6) months and requiring full time involvement, an employee will no longer qualify.

36.7. *Leave utilisation*

- (a) Consistent with OH&S principles and fatigue management initiatives, annual leave is to be acquitted in the year in which it accrues. On application, Airservices may allow leave to be accrued over a two (2) year period, for specific purposes.
- (b) An annual leave program will be developed and implemented in consultation with an employee. An employee’s leave will be allocated in defined blocks with one (1) minimum block of two (2) weeks leave to be taken annually.
- (c) Development and implementation of the leave program (*including long service leave refer Clause 45*) will be published on a fourteen (14) month rolling cycle for planning purposes. The maintenance of the programs at the Business Centre Group shall be a standing item for consultation at the LCC meetings provided for in this Agreement.
- (d) An employee should utilise all leave accrued from the date of certification of this Agreement within two (2) years of accrual.

36.8. *Remote locality additional leave*

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

Location	No. of Extra Hours Recreation Leave
<i>Proserpine (Hamilton Island)</i>	14.4
<i>Alice Springs</i>	36
<i>Cairns (refer clause 22.12)</i>	14.4

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

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

37. PERSONAL LEAVE AND SPECIAL LEAVE – ATC

37.1. *Sick Leave*

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

37.2. Airservices and the Union mutually agree that the objective of these provisions is to put in place a sick leave scheme that reduces the average sick leave taken per annum and that both parties should co-operate and use their best endeavours to ensure that the scheme operates to achieve that objective. This collaborative approach acknowledges the legitimacy of paid sick leave where genuine sickness and injury occurs taking account of shift work and regulatory licensing requirements and at the same time, abuse of the sick leave entitlement is not to be countenanced.

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

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

37.4. This scheme will commence on the date this Agreement begins to operate and, for the purposes of this scheme, sick leave absences will be counted from that date.

37.5. Airservices and Civil Air acknowledge that non operational duties will be available if you are unable to exercise the privileges of your Class 3 medical and are suitably fit to perform non operational duties.

37.6. An ATC shall provide a medical certificate from a registered health practitioner or if it is not reasonably practicable to obtain a medical certificate, other evidence in accordance with the Act

for absences that are longer than a single day. Absence for a rostered shift, irrespective of the length of the shift, shall be defined as a single day absence for the purposes of these provisions.

- 37.7. A medical certificate shall not be required for up to eight (8) single day absences due to personal illness or incapacity in any year commencing from the date this Agreement begins to operate. An ATC shall provide a medical certificate for single day absences due to personal illness or incapacity in excess of eight single day absences in any 12 month period. For the purposes of these provisions a single day absence shall include an absence for more than half the nominal shift.
- 37.8. If an ATC takes 10 days sick leave in a year, with or without certificate, Airservices will notify them of this fact by letter. The letter will invite the individual to contact their manager if there is anything that the employee wishes to discuss regarding their circumstances and/or to seek assistance from Airservices. This does not preclude the employee seeking early assistance from the line manager.
- 37.9. If an ATC is absent from work due to illness for 15 days or more in any 12 month period, Airservices shall be entitled to conduct a management review of that circumstance and any relevant matters connected with it. Such a review shall involve both management and an ATC Peer who have received appropriate training for the purpose.
- 37.10. If, following review, Airservices determines that the usage of sick leave is reasonable there will be no further action taken. At this time options for assistance identified as appropriate during the peer review will be offered.
- 37.11. If Airservices determines that the reasons for sick leave are uncertain Airservices may elect to refer the employee to a DAME for external review of validity of sick leave usage. The DAME review will be limited to ascertaining if absence is justified relating to illness or incapacity to work.
- 37.12. If as a consequence of receiving a report from the DAME relating to the review, Airservices concludes that sick leave usage is justified there will be no further action taken. At this time options for assistance identified during the peer review will be offered.
- 37.13. If Airservices considers the sick leave to be unreasonable as a result of wilful misconduct, the employee will be placed on limited sick leave as described in clause 37.15.
- 37.14. If sick leave usage is determined as unreasonable following either the management/peer review or as a result of DAME review, having regard to all relevant circumstances, the employee will be placed on 'sick leave review'. Sick leave review is a process whereby the ATC's usage of sick leave will be monitored for a three month period. During this time, Airservices will assist in any recuperation deemed necessary, but may also take action to reduce the employee's usage of sick leave including but not limited to, requiring medical certificates for all absences and the option of non operational duty. If, at completion of this period, sick leave has fallen within reasonable usage no further action will be taken.
- 37.15. If, following the sick leave review period, the level of absenteeism has not reduced, a further interview will occur and additional measures may be considered. If, after this period, the level of ongoing usage of sick leave is unreasonable, an employee may be placed on limited sick leave accrual of 15 days paid sick leave per annum for a 12 month period. An employee in this circumstance may be required to produce a certificate for all sick leave absences.
- 37.16. During the period of limited sick leave, sick leave beyond 15 days may be approved at management discretion. Where there is a genuine long term illness or incapacity, management approval will not be unreasonably withheld.
- 37.17. If, after 6 months from the commencement of the 'sick leave review period', sick leave usage is still unreasonable, disciplinary or fitness for duty processes may be taken.

37.18. An employee can contest the reasonableness of their placement on sick leave review and/or the measures put in place as part of the review, through the Employee Grievance Board.

37.19. This sick leave scheme does not replace Airservices existing attendance and behaviour management systems.

37.20. The parties agree to review the operation of the scheme after 12 months.

37.21. *Special Leave*

- (a) If an employee is required to hold and exercise an air traffic control licence, an employee may be granted paid leave of up to three (3) days in any 12 months period for special reasons that include:
 - (i) Moving house;
 - (ii) Emergency domestic situations;
 - (iii) Natural disasters;
 - (iv) Domestic partner to attend the birth of a child;
 - (v) Family accident or incident; or a
 - (vi) Special family or cultural or religious event.
- (b) An additional three (3) days leave may be granted in any 12 months period in relation to any of sub clauses (i) – (vi) above.
- (c) Each case for approving leave under this clause will be considered on its merits, and leave will only be granted for the period necessary to overcome the circumstances.

37.22. *Carers Leave*

An employee can use up to 10 days each year from their personal leave for caring purposes as defined in the National Employment Standards contained in the Act.

37.23. *Unpaid Carers' leave*

An employee may take up to two (2) days unpaid leave for each occasion where a member of an employee's immediate family or household requires care or support because of personal illness or injury, or an unexpected emergency, if an employee has exhausted their paid personal leave entitlement.

38. PERSONAL LEAVE - EMPLOYEES OTHER THAN ATCs

38.1. Employees are entitled to eighteen (18) paid working days (129.6 hours) per year for personal leave. Leave credits and debits will be maintained in hours and minutes.

38.2. Leave will be credited at 10.8 hours per month.

38.3. Leave not taken will accumulate from year to year, but will not be paid out upon termination of an employee's employment.

38.4. An employee may access an employee's leave entitlement for the purpose of:

- (i) Personal illness;
- (ii) Care of a member of an employee's immediate family or household;
- (iii) Care of children during domestic partner confinement;
- (iv) Sudden unavailability of care provider;
- (v) Moving house;
- (vi) Emergency domestic situations;
- (vii) Natural disasters;
- (viii) Witness in court proceedings;
- (ix) Domestic partner to attend the birth of a child;

- (x) Family accident or incident; or a
- (xi) Special family, cultural or religious event.

- 38.5. 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 deal with the circumstances.
- 38.6. An employee will be paid personal leave due to illness for up to five (5) days per year without a medical certificate, with no longer than three (3) days continuous absence without a medical certificate from a registered health practitioner.
- 38.7. Airservices may require an employee seeking to take leave, for purposes other than their own personal illness, to provide documentation that substantiates the reason for taking the leave such as medical certificate or statutory declaration.
- 38.8. In circumstances where an employee is unfit for an employee's regular duties an employee's manager may explore possible alternative duties with an employee for that period, where it is safe and appropriate to do so.

38.9. *Unpaid Carer's leave*

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

39. JURY SERVICE LEAVE

- 39.1. An employee will continue to receive the salary an employee would have normally received when on jury service leave.
- 39.2. Any payment received from the court for jury service must be disbursed to Airservices. An employee may retain any reimbursements made for travel and meal costs.
- 39.3. Airservices may require proof of an employee's attendance for jury service.

40. EMERGENCY SERVICE LEAVE

- 40.1. If an employee is a member of an emergency organisation (eg the State Emergency Service or Country Fire Service) an employee is entitled, subject to our approval, to paid leave in order to attend emergency situations. Such leave will be paid at the base salary an employee would have normally received.
- 40.2. An employee must advise Airservices as soon as possible of an employee's need to take emergency service leave.
- 40.3. Airservices may require prior confirmation of an employee's membership of the emergency organisation.

41. DEFENCE SERVICE LEAVE

- 41.1. An employee will continue to receive an employee's salary when on Defence service leave.
- 41.2. If an employee is a Defence Reservist, an employee is entitled to:
 - (a) Four (4) weeks leave each year to undertake Defence service; and
 - (b) Two (2) weeks leave for attendance at recruit/initial employment training.
- 41.3. Those entitlements will accrue and be taken over a two (2) year period.

- 41.4. Other leave required for Defence service will be unpaid.
- 41.5. All Defence service leave, whether paid or unpaid, will count for service for all purposes, except for unpaid leave in excess of six (6) months which will not count for recreation leave purposes.
- 41.6. Airservices may require proof of an employee's attendance for Defence service. Whenever possible, an employee should provide at least three (3) months notice from the Australian Defence Force of a requirement to undertake Defence service.

42. BEREAVEMENT/COMPASSIONATE LEAVE

- 42.1. An employee is entitled to paid leave for up to three (3) days on each occasion an immediate family member or member of an employee's household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.
- 42.2. An employee must advise Airservices as soon as possible of an employee's need to compassionate leave.
- 42.3. Additional days with Airservices approval may be taken from an employee's other leave entitlements.
- 42.4. Compassionate leave is non-cumulative.

43. LEAVE WITHOUT PAY AND PURCHASED ADDITIONAL LEAVE

43.1. Leave Without Pay

- (a) Leave without pay will be available to an employee where, at Airservices discretion, circumstances exist which justify the granting of leave.
- (b) An employee is entitled to have an employee's application for leave considered subject to operational requirements, taking into account the purpose and period of the proposed leave and an employee's length of service with Airservices.
- (c) If an employee is on approved leave without pay, either immediately before, or after a public holiday, payment will be made for the holiday.
- (d) The period during which an employee is absent on unpaid leave will not be included for any purpose as part of an employee's period of service with Airservices, unless such absence is in conjunction with a business shutdown or as otherwise specified\

43.2. Purchased Additional Leave

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

44. PARENTAL LEAVE

44.1. For the purposes of this clause Parental Leave includes but is not limited to:

“*Maternity Leave*” means leave for a pregnant employee immediately before, during and after the birth of her child.

“*Adoption Leave*” means leave for an employee adopting a child, immediately after the adoption of his or her child.

44.2. If an employee is entitled to paid sick leave (i.e. casual employees excluded) an employee is eligible for parental leave. If an employee is a fixed term employee an employee’s eligibility for parental leave is limited by the requirement that any such leave cannot extend beyond the end date of an employee’s employment contract with Airservices.

44.3. An employee, either the mother or the father, 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.

44.4. In instances where an employee’s domestic partner works for Airservices, the combined total leave cannot exceed fifty-two (52) weeks.

44.5. 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.

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

Maternity leave

44.7. An employee may take up to fifty-two (52) weeks unpaid maternity leave.

44.8. An employee is required to provide Airservices with 12 weeks notice before an employee’s child’s expected date of birth and a doctor’s certificate confirming the expected date of birth. Where the expected date of birth changes during pregnancy, an employee must submit a new certificate stating the revised expected date of birth.

44.9. An employee is required to absent themselves from work for a period commencing 6 weeks before the expected date of birth of an employee’s child and ceasing 6 weeks after the actual date of an employee’s child’s birth, unless a shorter period is agreed on advice from their medical practitioner.

44.10. Provided an employee has at least twelve (12) months continuous service at the time of commencing maternity leave and an employee is the child’s primary caregiver, an employee will be entitled to fourteen 14 weeks’ paid leave or twenty-eight 28 weeks on half pay. Paid maternity leave is included in an employee’s fifty-two (52) week entitlement.

44.11. Where an employee have had service with different eligible employers, determined under the *Maternity Leave (Commonwealth Employees) Act 1973*, continuous service will mean that an employee began working for a new employer on the next day after ceasing work for the former employer. Public holidays are not regarded as service and break continuity.

44.12. If an employee’s pregnancy terminates more than twenty (20) weeks before the expected date of birth, an employee will not be entitled to maternity leave. Where an employee’s pregnancy terminates within twenty (20) weeks of the expected date of birth an employee will be entitled to maternity leave.

44.13. An employee is entitled to resume duty at the same classification level at any time following the required absence.

Adoption leave

- 44.14. An employee may take up to fifty two (52) weeks unpaid adoption leave.
- 44.15. An employee's 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.
- 44.16. An employee will be entitled to fourteen (14) weeks' paid leave as part of an employee's fifty two (52) week entitlement, if:
- 44.17. An employee is adopting a child under the age of five years who is not a child or step-child of an employee or an employee's partner;
- 44.18. An employee have at least twelve (12) months continuous service with Airservices at the time of taking adoption leave; and
- 44.19. An employee is the child's primary caregiver.
- 44.20. An employee must provide documentary evidence of approval for adoption.

Paternity (Supporting Partner) leave

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

45. LONG SERVICE LEAVE

- 45.1. An employee is entitled to long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.
- 45.2. An employee is entitled to three (3) months leave after ten (10) years continuous service and the minimum period of long service leave Airservices shall grant is seven (7) calendar days.
- 45.3. Approval of an employee's application for leave will be subject to an employee giving reasonable notice of an employee's intention to take leave consistent with the leave program, and Airservices consideration of the operational impact (refer Clause 36.7).
- 45.4. Access to long service leave will not be unreasonably withheld however, applications for annual recreation leave take priority over long service leave.
- 45.5. An employee may not break long service leave with other forms of leave.
- 45.6. If an employee has one (1) to ten (10) years service, Airservices will make a pro rata payment in lieu in the following circumstances:
 - (a) On 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 an employee's dependants or legal representatives.

46. SPECIAL CIRCUMSTANCES LEAVE

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

47. PERSONAL ILLNESS DURING PAID LEAVE

- 47.1. If an employee is ill while on recreation leave (refer Clause 36) or long service leave (refer Clause 45) and produces a medical certificate, an employee will be re-credited with the period of leave that would have otherwise been taken. In the case of long service leave, the credit will be the calendar period for which an employee was certificated as being ill.
- 47.2. If an employee is ill while on unpaid maternity leave, an employee may be granted, according to an employee's classification, paid personal or sick leave subject to the provision of a medical certificate.

48. PUBLIC HOLIDAYS

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

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

49. PERFORMANCE, CONDUCT, TERMINATION OF EMPLOYMENT

- 49.1. 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.

49.2. **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.

49.3. 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.

49.4. **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.

49.5. 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.

49.6. 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.

49.7. 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.

50. STAND DOWN

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

51. NOTICE OF TERMINATION REQUIREMENTS

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

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

52. ABANDONMENT OF EMPLOYMENT

- 52.1. An unapproved absence from work for a continuous period exceeding five (5) working days without notification to us will be prima facie evidence that an employee has abandoned their employment.
- 52.2. Airservices will make all reasonable attempts to contact the employee over the five (5) day period for an explanation concerning their absence.
- 52.3. Where employment has been abandoned the date of effect of their termination will be from the date of the last attendance at work, or the last day of approved absence, whichever is later.

53. SUBSIDIARIES

- 53.1. This clause applies where Airservices establishes a wholly owned subsidiary ("Subsidiary"), as part of a restructure of its business.
- 53.2. In relation to each Airservices employee who accepts employment with 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.
- 53.3. 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 54.13 (a) (ii). Nor will employees with less than ten (10) years service be entitled to any payments provided for in Clause 54.13 (c) (iii). "Reasonable" means at the same level, same job function, and same physical location.
- 53.4. Airservices may require an Airservices employee to perform work for a Subsidiary, or second them to a Subsidiary, within the employee's skills, competence and training.
- 53.5. If the Subsidiary decides to transfer any of its employees to Airservices, then Clauses 53.2 to 53.4 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.

54. REDEPLOYMENT AND REDUNDANCY

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

54.2. In this clause:

"*Completed years of service*", means continuous service with Airservices and its predecessors, the Australian Public Service, the Australian Defence 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 the employee is in receipt of a retirement benefit.

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

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

"*Potentially surplus employee*", means:

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

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

54.3. Where an employee becomes a potentially surplus employee:

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

54.4. Following these discussions the following will occur:

- (a) If the employee has expressed an interest in remaining in employment in a different available position which is at a lower classification level for which they are suitable and Airservices is able to appoint them to that position directly without carrying out a selection process, it will do so. In that case salary maintenance under clause 54.14 will apply.
- (b) If the employee has expressed an interest in remaining in employment in a different available position which is at a lower classification level and that position is being advertised, and

Airservices is not able to appoint them to that position directly without carrying out a selection process, it will permit them to apply for that position. In that case, it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus. If they are successful salary maintenance under clause 54.14 will apply.

- (c) If the employee has expressed an interest in remaining in employment in a different position which is at an equal classification level, that is being advertised, Airservices will permit them to apply for that position and it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus.
- (d) If the employee has expressed an interest in remaining in employment in a different available position which is a higher classification level, that is being advertised, Airservices will permit them to apply for that position and it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus.
- (e) If an employee at the time they become potentially surplus is being employed at a higher duties allowance level under the provisions of this Agreement, they may be appointed to the position permanently if the position is required to be filled.
- (f) If rather than remain in employment with Airservices an employee expresses an interest in voluntary redundancy, Airservices will consider this request.
- (g) Airservices may offer a potentially surplus employee redeployment. A potentially surplus employee is not required to take up an offer of redeployment however if this offer of redeployment is a reasonable alternative position, as defined in this clause, and the employee does not accept it, Airservices is not obliged to pay to that employee the redundancy benefits payable under this clause. Airservices may make up to two offers of employment in alternative positions under this provision.

- 54.5. An employee who has expressed an interest in voluntary redundancy and who is not offered reasonable alternative employment will be offered voluntary redundancy. An employee will be given four weeks to indicate whether they wish to take up the offer of voluntary redundancy.
- 54.6. If an employee elects to accept voluntary redundancy, a termination date will be determined having regard to the staffing requirements of Airservices and the employee's wishes. That date will be at least 4 weeks after the employee has notified their acceptance. (An employee will receive an extra week's notice if over 45 years of age with at least two (2) years continuous service with Airservices.)
- 54.7. An employee may elect to be terminated before the planned date. This election will be approved by Airservices unless there are overriding reasons, associated with the continuation of their function, that require the employee to be retained.
- 54.8. Where Airservices directs, or an employee requests and Airservices agree, an employee will be terminated at any time within the period of notice and will receive payment in lieu of salary for the unexpired portion of the notice period.
- 54.9. A termination date within the notice period will have regard to any unresolved appeal made under the Employee Grievance provisions of this Agreement.
- 54.10. Airservices will not involuntarily terminate an employee without consideration of job-swaps, re-training and re-deployment opportunities.
- 54.11. Where Airservices propose to involuntarily terminate an employee, the employee will be advised no less than three (3) months before the effective date.
- 54.12. Airservices will not involuntarily terminate an employee until the functional change or reduction in staffing requirements has occurred and Airservices has made attempts to mitigate the adverse effects of the change.

54.13. *Benefits*

- (a) Where an employee is potentially surplus and they are not able to be redeployed to a suitable alternative position under the terms of this clause, or agreement has been reached on voluntary redundancy, or Airservices wishes to make them involuntarily redundant, the employee will receive the following benefits on termination:
- (i) Payment of salary in lieu of any unexpired portion of notice of termination (refer Clause 51); and
 - (ii) A payment comprising four (4) weeks salary for each of the first five (5) completed years of service and three (3) weeks salary for each subsequent completed year of service, plus a pro rata payment for each completed month of service since the last completed year, to a maximum of seventy five (75) weeks,
- provided that Airservices will not be required to pay a benefit where an employee refuses an offer a reasonable alternative position.
- (b) For the purposes of calculation of these benefits, salary shall be taken to include:
- (i) Higher duties allowance where an employee has been acting at a higher classification for a continuous period of twelve (12) months immediately preceding the date that notice of retirement is given;
 - (ii) The weekly average amount of shift loading where an employee has received a loading for shift work during at least 50% of pay periods for the twelve (12) month period immediately preceding the date that notice of retirement is given; and
 - (iii) Other allowances in the nature of salary normally received by the employee.
- (c) If an employee is terminated under this provision they will also receive:
- (i) Payment in lieu of unused recreation leave credits; and
 - (ii) Payment in lieu of unused long service leave including a pro rata payment for each completed month of service since completion of the last full year of service. (If an employee has completed one (1) full year of service they will be entitled to a pro rata payment for completed years and months of service).

54.14. *Salary maintenance on reduction of classification*

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

54.15. *Other entitlements*

- (a) If an employee is required to move their household as a result of transfer to another location under this provision they will be entitled to reimbursement of reasonable expenses associated with that move on the same basis as if the employee had been promoted.
- (b) When an employee is on Term transfer and terminated under this provision, they will be entitled to reimbursement of reasonable expenses associated with relocation to their home base on the same basis as they would have been at the completion of their Term transfer (refer clause 20.6).
- (c) If an employee has been advised that their election to terminate has been approved or has received advice of involuntary termination they will be entitled to:

- (i) Reasonable leave with full pay to attend necessary employment interviews; and
 - (ii) Travel and incidental expenses, considered reasonable by Airservices, incurred in attending such interviews, where such expenses are not met by the prospective employer.
- (d) If an employee is entitled to be paid an Early Retirement Benefit on age retirement, they will be paid those benefits when they receive the benefits payable under Clause 54.13 of this provision.
- (e) Where an employee has been declared potentially surplus, under these provisions, and has excess recreation leave credits at the time they were declared surplus (or accrued excess leave credits prior to termination), the employee will be given every opportunity to use those credits before they are terminated under this provision.
- (f) Where Airservices are unable to allow an employee to utilise excess recreation leave, they may be paid in lieu of any recreation leave credits which exist due to the application of this clause at the date of termination.
- (g) If an employee is redeployed under this provision, they will have six (6) months from the date of redeployment to use any excess recreation leave credits.

54.16. *Support services*

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

54.17. *Retraining*

- (a) Retraining, usually in the form of on-the-job training, should be arranged if an employee is likely to be affected by re-structuring where:
 - (i) Retention in employment is unlikely without retraining; and
 - (ii) It would lead to a reasonable expectation of the employee's successful placement having regard to the findings of the skill needs audit.
- (b) In order to enhance an employee's employment prospects outside Airservices the following support may be provided:
 - (i) Where an employee has declined an offer of voluntary redundancy, Airservices will approve leave for retraining purposes where the employee demonstrates the proposed training will enhance the employee's potential to undertake an alternative career. Airservices will grant this leave under normal study leave provisions (refer Clause 24), subject to operational requirements;
 - (ii) Where an employee has been terminated under this Agreement, on production of evidence of successful completion of a course of study that was commenced before retirement, an employee will be entitled to reimbursement of compulsory tuition fees and HECS charges incurred during the academic year in which termination took effect. This entitlement is subject to the employee demonstrating that the study will enhance the employee's potential to undertake an alternative career.
- (c) Retraining may also include the undertaking of a short course to provide new skills or update existing ones.

55. FITNESS FOR CONTINUED DUTY

- 55.1. Early intervention is important if an employee is absent from work and an employee's health may be impaired. Should an employee experience a health problem that may impair an employee's capacity to perform an employee's duties in the long term, our objective will be to take positive and appropriate action.
- 55.2. Both medical and non medical factors may contribute to absences from work for extended periods of time.
- 55.3. Should an employee be absent for health reasons, Airservices will explore with an employee possible non-medical outcomes. These may include, but are not limited to:
- (a) The provision of appropriate training;
 - (b) Modification of an employee's duties;
 - (c) Arranging for specialised counselling;
 - (d) An employee's temporary transfer to different duties;
 - (e) An employee's permanent transfer to another position at the same level; or
 - (f) The counselling of an employee's supervisor.
- 55.4. Where an employee's absence appears directly related to medical factors, any action Airservices take will be based on the expert advice of a DAME.
- 55.5. If it appears that an employee's health could be substantially impaired, other than temporarily, or an employee's ability to perform their duties appears to be substantially affected by health issues, Airservices may refer the employee to a DAME. This power of reference is only to be made by a Service Delivery Line Manager, or an equivalent manager, with the approval of the General Manager, ATC.
- 55.6. Airservices will arrange for an employee to be examined by a DAME in circumstances where:
- (a) An employee have been absent from duty on account of illness for a continuous period of 4 weeks and an employee could be substantially impaired, other than temporarily, in the ability to perform an employee's duties;
 - (b) An employee have been absent on account of illness for 13 weeks continuously;
 - (c) An employee have been absent on account of illness for a total of 13 weeks in any 26 week period;
 - (d) An employee present a report from a registered medical practitioner indicating that an employee is unfit for duty and the prognosis is unfavourable.
- 55.7. Should an employee be required to consult a DAME, at a reasonable time before the appointment, Airservices will inform an employee in writing of:
- (a) The time and place of the examination;
 - (b) The purpose of the examination, and the reason Airservices arranged it;
 - (c) An employee's right to be provided on request with the information to be furnished to the DAME;
 - (d) An employee's right to submit supporting material for consideration by the DAME; and
 - (e) If an employee has been a superannuation contributor for less than 20 years - the need to bring to the medical examination any Benefit Classification Certificate issued to an employee.
- 55.8. Where an employee have been referred to and attend a DAME, Airservices will provide an employee with written details of the findings of the medical examination, any recommendations provided by the DAME, and advice of any action Airservices propose as a result.

- 55.9. An employee will be given the opportunity to respond to any action proposed to be taken and may provide a written response to Airservices within 14 days.
- 55.10. Airservices may take action that includes, in descending order, but is not limited to the following:
- (a) Return an employee to an employee's current position and duties;
 - (b) Redeploy an employee at the same level in a different position;
 - (c) Redeploy an employee to a lower level position with an employee's consent;
 - (d) Redeploy an employee to a lower level position without an employee's consent; or
 - (e) Terminate an employee's employment with Airservices.

56. LOSS OF ESSENTIAL QUALIFICATION (LOEQ)

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

56.9. *Procedures*

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

(a) *Initial action*

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

(b) *Further inquiry*

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

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

(c) *An employee's comment*

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

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

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

- (e) *Notice of reduction or termination of employment*
- (i) If Airservices give notice of reduction of classification or termination of employment, the notice must include or be accompanied by the reasons for the decision and, unless the employee has given prior written consent to the action being taken, advice of any right of appeal.
 - (ii) Appeal provisions in relation to reduction of classification are available through Airservices internal processes.
 - (iii) The sole right of review in relation to termination of employment would be through the Act.
- (f) *Superannuation and other entitlements*
- (i) Contributors to the Commonwealth Superannuation Scheme with at least one year's contributory service are entitled to involuntary retirement benefits under the *Superannuation Act 1976* if retired because of the loss of an essential qualification.
 - (ii) If an employee's employment ceases because they have lost an essential qualification, this employee is entitled to payment in lieu of long service leave and recreation leave credits.
- (g) *Consultation*
- (i) If the employee concerns requests it, the Union will be notified in writing when an employee has lost, or is about to lose an essential qualification. The notification will include details of when discussions with the employee are to be held regarding the consequences of the loss.

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

57.1. The purpose of this clause is:

- 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
- To confer an entitlement during the operation of this agreement on an ERB employee to convert their existing benefit entitlement into an alternative benefit if they so wish.

57.2. For the purposes of this Clause:

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

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

- (a) who immediately before their retirement is employed in a classification referred to in Table 19A of clause 19 of the *Airservices Australia Award 2000* or an equivalent operational classification; and
- (b) who retires from Airservices after attaining the age of 50 years, and before or upon attaining the age of 60 years, and who at the date of retirement has had a relevant period of air traffic control service exceeding 10 years,

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

‘A’ is the final annual rate of salary of the ERB employee,

‘B’ is the factor specified in 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

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

- 57.5. Approval under these provisions is deemed to be satisfied where the employee gives six (6) months written notice of the retirement date. Applications with less than six (6) months notice will continue to be considered.
- 57.6. Where the retirement request directly results from substantive organisational changes or changes to operations introduced by Airservices which affect an employee, applications with a minimum period of two (2) months notice will be considered.
- 57.7. A date of retirement, once notified to Airservices, shall not be delayed by more than three (3) months without our approval.
- 57.8. An ERB employee shall have during the operation of this Agreement a right to elect to convert their entitlement to the Early Retirement Benefit into an alternative form of benefit in its place according to the following:

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

- 57.9 The process for making an election and the calculation of the fortnightly payments and lump sums of the alternative benefit shall be as specified by the Airservices procedure that governs that matter.



SIGNED FOR AND ON BEHALF of)

GRussell

Airservices Australia)

Name: Greg Russell

Position: Chief Executive Officer

Dated: 15/4/09

in the presence of:

[Signature]

Name Glen Wood

Dated: 15/4/09

SIGNED FOR AND ON BEHALF of)

[Signature]

Civil Air Operations Officers')
Association of Australia)

Name: Robert P. Mason

Position: President

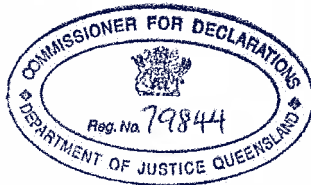
Dated: 15 April 2009

in the presence of:

C. Deitch

Name CRAG DEITCH

Dated: 15 April 2009



ATTACHMENT 1

AIR TRAFFIC CONTROLLER CLASSIFICATION AND BASE SALARY TABLE

Classification Level	1 March 2009* (Base Salary)	1 Sept 2009 (2% inc)	1 March 2010 (1% inc)	1 Sept 2010 (3% inc)	1 March 2011 (2% inc)	1 Sept 2011 (3% inc)	1 March 2012 (3.10% inc)
Academy Trainee	\$36,774	\$37,509	\$37,885	\$39,021	\$39,802	\$40,996	\$42,266
Field Trainee	\$55,161	\$56,264	\$56,827	\$58,532	\$59,702	\$61,493	\$63,400
Level 1	\$75,080	\$76,582	\$77,348	\$79,668	\$81,261	\$83,699	\$86,294
Level 2	\$84,274	\$85,959	\$86,819	\$89,423	\$91,212	\$93,948	\$96,861
Level 3	\$93,467	\$95,337	\$96,290	\$99,179	\$101,162	\$104,197	\$107,427
Level 4	\$101,639	\$103,672	\$104,709	\$107,850	\$110,007	\$113,307	\$116,820
Level 5	\$109,811	\$112,007	\$113,128	\$116,521	\$118,852	\$122,417	\$126,212
Level 6	\$119,516	\$121,906	\$123,125	\$126,819	\$129,355	\$133,236	\$137,366
Level 7	\$127,688	\$130,241	\$131,544	\$135,490	\$138,200	\$142,346	\$146,758
Level 8	\$135,860	\$138,577	\$139,962	\$144,161	\$147,045	\$151,456	\$156,151
Level 9	\$140,456	\$143,265	\$144,698	\$149,039	\$152,020	\$156,580	\$161,434
Sydney TTCU	\$151,182	\$154,206	\$155,748	\$160,420	\$163,629	\$168,537	\$173,762
UTS	\$149,445	\$152,434	\$159,168	\$163,943	\$167,222	\$172,238	\$177,578
CSS / SS	\$154,502	\$157,592	\$159,168	\$163,943	\$167,222	\$172,238	\$177,578
SY CSS/Supervisor	\$166,300	\$169,626	\$171,322	\$176,462	\$179,991	\$185,391	\$191,138

* This figure represents the Base Salary produced by the translation from the classification structure in the Prior Agreement to the classification structure in this Agreement (as set out in Attachment B) plus 2.15%

Note: C&SS employees in Regional/GAAP Towers are paid at UTS pay point for 1 March 2009 and 1 Sept 2009. From 1 March 2010, C&SS employees will be paid at the C&SS pay point.

ADT CLASSIFICATION AND BASE SALARY TABLE

Classification Level	1 March 2009* (Base Salary)	1 Sept 2009 (2% inc)	1 March 2010 (1% inc)	1 Sept 2010 (3% inc)	1 March 2011 (2% inc)	1 Sept 2011 (3% inc)	1 March 2012 (3.10% inc)
ADT Trainee	\$50,538	\$51,549	\$52,064	\$53,626	\$54,698	\$56,339	\$58,086
ADT 1	\$81,627	\$83,259	\$84,092	\$86,615	\$88,347	\$90,998	\$93,818
ADT 2	\$88,012	\$89,772	\$90,670	\$93,390	\$95,258	\$98,116	\$101,157
Supervisor	\$109,531	\$111,722	\$112,839	\$116,224	\$118,549	\$122,105	\$125,891

SSO CLASSIFICATION AND BASE SALARY TABLE

Classification Level	1 March 2009* (Base Salary)	1 Sept 2009 (2% inc)	1 March 2010 (1% inc)	1 Sept 2010 (3% inc)	1 March 2011 (2% inc)	1 Sept 2011 (3% inc)	1 March 2012 (3.10% inc)
SSO Trainee	\$52,131	\$53,174	\$53,706	\$55,317	\$56,423	\$58,116	\$59,917
SSO 1	\$53,906	\$54,984	\$55,534	\$57,200	\$58,344	\$60,094	\$61,957
SSO 2	\$57,263	\$58,409	\$58,993	\$60,762	\$61,978	\$63,837	\$65,816
SSO 3	\$60,669	\$61,882	\$62,501	\$64,376	\$65,664	\$67,634	\$69,730
SSO 4	\$64,112	\$65,395	\$66,049	\$68,030	\$69,391	\$71,472	\$73,688
SSO 5#	\$66,121	\$67,443	\$68,118	\$70,161	\$71,564	\$73,711	\$75,996
SSO 6##	\$68,167	\$69,530	\$70,225	\$72,332	\$73,779	\$75,992	\$78,348
SSO 7*	\$70,209	\$71,613	\$72,329	\$74,499	\$75,989	\$78,269	\$80,695
SSO 8**	\$80,458	\$82,068	\$82,888	\$85,375	\$87,082	\$89,695	\$92,475
Supervisor	\$87,953	\$89,712	\$90,609	\$93,328	\$95,194	\$98,050	\$101,090

Advancement from SSO 4

- # To achieve SSO5, the SSO must hold a ROW endorsement or achieve 2 endorsements (Enroute/TMA/Tower) in the academy.
- ## To achieve SSO6, the SSO must meet the criteria for SSO5 and work in a 7 day a week location.
- * Previous appointment criteria for 2.1/2 apply for SSO7.
- ** Previous appointment criteria for 3.1/2 apply for SSO8.

FDC CLASSIFICATION AND BASE SALARY TABLE

Classification Level	1 March 2009* (Base Salary)	1 Sept 2009 (2% inc)	1 March 2010 (1% inc)	1 Sept 2010 (3% inc)	1 March 2011 (2% inc)	1 Sept 2011 (3% inc)	1 March 2012 (3.10% inc)
Trainee	\$50,538	\$51,548	\$52,064	\$53,626	\$54,698	\$56,339	\$58,086
Level 1	\$64,101	\$65,383	\$66,037	\$68,018	\$69,378	\$71,460	\$73,675
Level 2	\$66,087	\$67,409	\$68,083	\$70,125	\$71,528	\$73,674	\$75,957
Level 3	\$68,064	\$69,425	\$70,119	\$72,223	\$73,667	\$75,877	\$78,229
Level 4	\$71,933	\$73,372	\$74,105	\$76,329	\$77,855	\$80,191	\$82,677
Level 5	\$75,165	\$76,668	\$77,435	\$79,758	\$81,353	\$83,794	\$86,391
Level 6	\$78,001	\$79,561	\$80,356	\$82,767	\$84,422	\$86,955	\$89,651
Supervisor	\$87,953	\$89,712	\$90,609	\$93,328	\$95,194	\$98,050	\$101,090

ATTACHMENT 2

CLASSIFICATION TRANSLATION TABLE -PRIOR AGREEMENT INTO THIS AGREEMENT

ATC

Prior Agreement			Translates to	
	Trainee College	\$35,404	Academy Trainee	\$36,000
	Trainee Field	\$53,107	Field Trainee	\$54,000
	Level 1	\$72,071	Level 1	\$73,500
	Level 2	\$80,524	Level 2	\$82,500
	Level 3	\$88,977	Level 3	\$91,500
	Level 4	\$97,428	Level 4	\$99,500
	Level 5	\$101,814	Level 5	\$107,500
	Level 6	\$106,199	Level 5	\$107,500
	Level 7	\$110,585	Level 6	\$117,000
	Level 8	\$115,957	Level 6	\$117,000
	Level 9	\$119,354	Level 7	\$125,000
CAT D	Level 10	\$123,740	Level 7	\$125,000
CAT C	Level 11	\$127,509	Level 8	\$133,000
	Level 12	\$131,279	Level 8	\$133,000
CAT B	Level 13	\$134,978	Level 9	\$137,500
	SYD 1	\$141,400	Sydney TTCU	\$148,000
CAT A	SYD 2	\$145,367	Sydney TTCU	\$148,000

SSO

Prior Agreement	
Trainee	\$49,975
1.1	\$51,675
1.2	\$54,894
1.3	\$58,159
1.4	\$61,460
1.5	\$63,385
2.1	\$65,347
2.2	\$67,304
3	\$71,128
3.1	\$74,325
3.2	\$77,130
4.1	\$80,455
4.2	\$84,315
4.3	Not Used
4.4	Not Used

Translates to	
Trainee	\$51,034
SSO 1	\$52,771
SSO 2	\$56,058
SSO 3	\$59,392
SSO 4	\$62,763
SSO 5	\$64,729
SSO 7	\$66,732
SSO 7	\$68,731
SSO 8	\$78,765
SSO 8	\$78,765
SSO 8	\$78,765
Supervisor	\$86,102
Supervisor	\$86,102

FDC

Prior Agreement	
Trainee	\$48,447
Level 1	\$61,449
Level 2	\$63,353
Level 3	\$65,248
Level 4	\$68,957
Level 5	\$72,055
Level 6	\$74,774
Supervisor	\$84,315

Translates to	
Trainee	\$49,474
Level 1	\$62,752
Level 2	\$64,696
Level 3	\$66,631
Level 4	\$70,419
Level 5	\$73,583
Level 6	\$76,359
Supervisor	\$86,102

ADT

Prior Agreement	
Trainee	\$48,447
Level 1	\$78,250
Level 2	\$84,371
Supervisor	\$105,000

Translates to	
Trainee	\$49,474
Level 1	\$79,909
Level 2	\$86,160
Supervisor	\$107,226